

This instrument prepared by and should be returned to:
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Tampa, Florida 33602

** OFFICIAL RECORDS **
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HERNANDO COUNTY, FLORIDA

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KAREN NICOLAI, CLERK

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHERMAN HILLS

THIS DECLARATION is made and entered into this 17th day of September, 2001 by Ridge Manor Development, Ltd., a Florida limited partnership (the "Declarant").

RECITALS

- A. Declarant is the owner of certain real property located in Hernando County, Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").
- B. Declarant intends to develop the Property into a residential community to be known as "Sherman Hills," with common areas, roadways and certain other facilities for the benefit of the community.
- C. At the time of the recordation of the plat for Sherman Hills, Declarant shall encumber the Property with these covenants and restrictions and be bound to these regulations and other Governing Documents (as hereinafter defined).

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1.
DEFINITIONS**

1.1. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit B.

1.2. "Assessments" shall mean and collectively refer to Common Assessments, Special Assessments and Specific Assessments.

1.3. "Association" shall mean and refer to Sherman Hills Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

1.4. "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board, as same may be amended from time to time, a copy of which is attached hereto as Exhibit C.

1.5. "Common Area" shall mean all real property (including the improvements thereon) owned by the Declarant or the Association for the common use and enjoyment of the Owners. The Common Area may include roads, utilities, sidewalks, paths, entryways, community walls or fences, swale areas, lakes, ponds and open areas in the Common Area.

1.6. "Common Assessments" shall mean and refer to assessments or charges levied against all Lots to fund the performance of the duties and obligations of, and exercise of the rights and powers of, the Association, including, without limitation, the actual and estimated expenses incurred by the Association for the maintenance, repair, and operation of the Common Area and all improvements thereon, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Association, any reasonable reserves, all as may be found to be necessary or appropriate by the Association pursuant to the Governing Documents.

1.7. "Common Maintenance Area" means all property from time to time designated by Declarant or the Association as a maintenance responsibility of the Association for the common use and enjoyment of Owners, together with all improvements, fixtures and tangible personal property now or hereafter situated thereon.

1.8. "Declarant" shall mean and refer to Ridge Manor Development, Ltd., a Florida limited partnership, and its respective successors and assign. Declarant may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Declarant and may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

1.9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of Sherman Hills.

1.10. "Governing Documents" shall mean and collectively refer to the Declaration, Articles and Bylaws.

1.11. "Institutional Lender" shall mean a bank, savings and loan association, Federal National Mortgage Association, Declarant or lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

1.12. "Lot" shall mean and refer to any plot of land intended for use as a site for Residence and which is shown as a lot upon any recorded Plat of the Property.

1.13. "Member" shall mean and refer to every member of the Association.

1.14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.15. "Person" shall mean and include an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.16. "Plat" or "Plats" shall mean the plat or plats subdividing the Property, as recorded from time to time in the Public Records of Hernando County, Florida.

1.17. "Property" or "Properties" shall mean and include the real property described in Exhibit A attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

1.18. "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot together with any appurtenant improvements, including, without limitation, driveways, patios and sidewalks.

1.19. "SWFWMD" shall mean and refer to the Southwest Florida Water Management District.

1.20. "Special Assessment" shall mean and refer to assessments or charges levied against all Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, in accordance with Article 6 of this Declaration.

1.21. "Specific Assessment" shall mean and refer to assessments or charges levied against a specific Owner's Lot to recover any indebtedness of Owner to the Association arising under any provision of the Governing 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 Lot and Residence as herein provided.

1.22. "Stormwater Management System" shall mean a system operated, maintained, and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40D-4 or 40D-40 Florida Administrative Code, and operated, maintained, and managed in a manner consistent with any applicable SWFWMD permit (a "Permit"). The Stormwater Management System shall include all environmental and conservation areas, wetland mitigation areas, and other water management areas within the Property.

1.23. "Water Areas" shall mean retention and water areas within the Property.

ARTICLE 2.
PROPERTY SUBJECT TO THIS DECLARATION AND
ADDITIONS TO THE PROPERTY

2.1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration.

2.2. Additions to the Property.

(a) Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property. Such additional real property shall be subject to the provisions of this Declaration. Upon recording, in the Public Records of Hernando County, Florida, an amendment or supplement hereto, properly executed by Declarant, and without the consent of the Members of the Association.

(b) Other real property may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of Hernando County, Florida.

(c) Upon each commitment of additional real property to this Declaration, a recordation of such additions shall be made as a supplement to this Declaration in the Official Records of Hernando County, Florida, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

2.3. Platting. As long as there is a Class B Membership, Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

2.4. Conveyance by Declarant. Declarant may convey Common Area to the Association at any time in fee simple, free of any mortgages or other liens, except ad valorem taxes for the year of conveyance. All conveyances of Common Area by Declarant to the Association shall be "as-is" without any representation or warranty, express or implied. The Association shall accept title to any real property or personal property offered to the Association by Declarant.

2.5. Withdrawal of Property. Declarant, if it is the fee simple owner, shall have the right to withdraw any part of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner or any lienholder. In order to withdraw any part of the Property from the terms and conditions of this Declaration, Declarant shall record in the Public Records of Hernando County an instrument which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw part of the Property from the terms and conditions of this Declaration, and contain a legal description of the part of the Property to be withdrawn.

2.6. Amendment. As long as there is a Class B Membership, the provisions of this Article 2 cannot be amended without the written consent of Declarant, and any amendment of this Article 2 without the written consent of Declarant shall be deemed null and void.

ARTICLE 3.
PROPERTY RIGHTS

3.1. Owners' Easements of Enjoyment. Every Owner shall have, in common with all other Owners, a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use Common Area facilities, if any, by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(b) The right of the Association to mortgage or convey the Common Area to any homeowner association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or conveyance shall be effective unless approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. If ingress or egress to any Residence is through the Common Area, any conveyance or encumbrance of such section of the Common Area is subject to such Lot Owner's easement.

(c) The right of the Association to establish reasonable rules and regulations with respect to the use of the Common Area.

3.2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants, or contract purchasers who reside on his Lot, but not otherwise.

3.3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for the use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement is hereby created and established over, across and into the Property, the Lots and all improvements upon the Property for the installation, maintenance, and repair of all utilities, for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other utilities or means of communication to the Property, the Lots and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

3.4. Stormwater Management and Drainage Easement. An easement is hereby created and established over the Property in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the Stormwater Management System for the Property.

3.5. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

3.6. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

3.7. **Access.** Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of the Lot(s) to and from dedicated rights of way.

3.8. **Survival.** Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE 4. **THE ASSOCIATION**

4.1. **Purposes and Powers of the Association.** The Association has been created for the purposes and objects and shall exercise those powers set forth in the Governing Documents.

4.2. **Membership.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.3. **Voting Rights.** The Association shall have two (2) classes of voting membership:

(a) **Class A.** Class A Members shall be all Owners, including the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one Person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such Members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B.** The Class B Member shall be Declarant. The Class B Member shall be entitled to the number of votes possessed by the Class A Members at the time of any particular vote by the Members plus one (1) additional vote. The Class B Membership shall cease and terminate on the happening of any of the following events, whichever occurs earlier:

- (i) Declarant delivers written notice to the Association that Declarant irrevocably terminates and cancels its Class B Membership; or
- (ii) The Declarant no longer holds title to or any interest in any part of the Property; or
- (iii) The date exactly twenty-five (25) years after the recording of this Declaration.

ARTICLE 5. **FUNCTIONS OF THE ASSOCIATION**

5.1. **Through Board Action.** The affairs and decisions of the Association shall be conducted and made by its duly elected or appointed Board of Directors. The Members shall only have such power or rights of approval or consent as is expressly specified in the Governing Documents. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.2. Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association, or its designee, if applicable, shall provide the following services as and when deemed necessary or appropriate is empowered to and shall have easement rights necessary to perform same:

(a) Operation, maintenance and repair of the Common Area and improvements thereon, including roadways and streets, access gates, sidewalks, recreational facilities, ponds, landscaping, and utilities, as and when deemed appropriate.

(b) Operation, maintenance and repair of the Stormwater Management System, all in accordance with any SMFWMD Permit requirements or SWFWMD rules.

(c) Own, accept and take and hold record title to such parts of Common Area or Property as may be conveyed from time to time by Developer to the Association, and to assume all obligations relative thereto.

(d) Payment of ad valorem taxes and commercial personal property taxes, if applicable, with respect to the Common Area, both prior to and after conveyance of same by Declarant to the Association.

(e) To fix, establish and collect Assessments.

(f) Operation of the Common Area in accordance with the rules and other standards adopted by the Association from time to time, both prior to and after conveyance of same by Declarant to the Association.

(g) Taking any and all actions necessary to enforce all covenants, restrictions, and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions, or restrictions applicable to the Property, or in the Articles or Bylaws.

(h) Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, financial, and communication services such as informing Owners of activities, meetings, and other important events.

(i) Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable.

5.3. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

(a) Such other services as are authorized in the Articles or Bylaws.

(b) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property, or other property designated Common Maintenance Area by Declarant or Association, to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

(c) Security provisions, which may include, without limitation, the employment of security guards, maintenance of electronic and other security devices and control centers.

(d) Such other services which the Association deems appropriate to promote the recreation, health, safety, and welfare of the residents in the Property.

5.4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for:

(a) Actions brought by the Association to enforce the provisions of this Declaration, including imposition, enforcement and collection of assessments, including lien rights, pursuant to Article 8 hereof; or

(b) Collecting of debts owed to the Association; or

(c) Bringing any contest or appeal of tax assessments relating to any property owned by the Association; or

(d) Counterclaims brought by the Association in proceedings instituted against it.

unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than seventy-five percent (75%) of the total votes of the Association.

ARTICLE 6. **COVENANT FOR MAINTENANCE ASSESSMENTS**

6.1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned, hereby covenants, and each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Assessments, such Assessments to be fixed, established, levied and collected from time to time as provided below.

All Assessments, together with late fees, interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which an Assessment is made. Each Assessment, together with interest, costs and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Property at the time when the Assessment fell due until paid.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, Common Maintenance Area, any easement area benefiting the Property, any right-of-way area adjacent to the Property the Association chooses to maintain or for any other purpose set forth in the Declaration.

6.3. Special Assessments for Capital Improvements. The Association may levy, in any assessment year, a Special Assessment applicable to that year, provided that any such assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of

Owners holding not less than two-thirds (2/3) of the votes of the Association present at a meeting duly called for this purpose.

6.4. Specific Assessments. The Association may levy a Specific Assessment against an Owner's Lot to recover any indebtedness of Owner to the Association arising under any provision of the Governing Documents.

6.5. Date of Commencement of Common Assessments; Due Dates. The imposition Common Assessments shall commence as to any Lot on the date of conveyance of a Lot by the Declarant to any Owner, or otherwise on the date fixed by the Association to be the date of commencement. Each subsequent Common Assessment shall be imposed for each calendar year beginning January 1 and ending December 31. The Common Assessments shall be payable in advance, in annual, semi-annual, quarter-annual or monthly installments, as so determined by the Association. The first Common Assessment shall be adjusted according to the number of months remaining in the calendar year. The Association shall fix the amount of the Common Assessment against each Lot and shall deliver written notice thereof to each Owner at least thirty (30) days in advance of each Common Assessment period. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

6.6. Declarant's Obligation for Assessments. Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may:

(a) Pay the difference in cost between the sum of all Common Assessments collected from Members other than the Developer and the actual cost of operation of the Association, in which event the Developer shall not be obligated to pay any Common Assessments; or

(b) Pay the Common Assessments as to all Lots owned by the Declarant, in which event the Developer shall not be obligated to pay any Association deficit.

At any time and from time to time, the Developer may elect to be assessed under either alternative method provided above.

6.7. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five and No/100ths Dollars (\$25.00) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of a Lot.

6.8. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent Assessments shall not pass to the Lot Owner's successors in title unless expressly assumed. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent Assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

6.9. Subordination of the Lien of Assessments to Mortgages. The lien of the Assessments provided for in the Article shall be subordinate to any first priority mortgage lien in favor of any Institutional Lender which is now or hereafter placed upon any Lot. Any unpaid Assessment which

cannot be collected as a lien against any Lot by reason of the provisions of this section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, no purchaser at a foreclosure sale and no persons claiming by, through or under such Institutional Lender or purchaser shall be personally obligated to pay Assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Failure to pay Assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect Assessments.

ARTICLE 7. **ARCHITECTURAL CONTROL**

7.1. Architectural Review. No improvement, building, garage, shed, fence, wall, mailbox, newspaper box, swimming pool, dock, or other structure shall be constructed, erected, or maintained upon the Property, nor shall any exterior addition, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made (all of the following being sometimes collectively referred to as "Improvements"), until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Association or by an architectural committee appointed by the Association, as provided below.

(a) The Association may condition its approval of proposals and plans and specifications as it deems appropriate, may require submission of additional plans and specifications or other information prior to approving or disapproving materials submitted. Until receipt by the Association of any and all required plans and specifications, the Association may postpone review of any plans submitted for its approval.

(b) The approval of the Association of any proposals or plans and specifications or drawings for any proposed improvements, or in connection with any other matter requiring the approval or consent of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to similar proposals, plans and specifications, drawings or other matters subsequently or additionally submitted for approval or consent.

(c) The Association may impose reasonable fees for the review of proposed improvements.

7.2. Review Procedures. The Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Association may promulgate design and development guidelines, application and review procedures and building criteria for submissions (the "Design Review Standards"). The Design Review Standards, if any, promulgated on behalf of the Association shall be binding upon all Owners, builders, developers, and contractors. The Board shall have sole and full authority to prepare and to amend, from time to time, the Design Review Standards.

7.3. Limitation of Liability. The Association shall not have any liability to any Person for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Association's duties under this Article 7.

7.4. Inspection of Improvements and Removal of Unauthorized Improvements. Upon reasonable notice and during a reasonable time of day, or immediately without notice and at any time in the event of an emergency, the Association may, and each is hereby granted a license to enter upon any Lot for the purpose of ascertaining whether the Owner or any lessee, sublessee, licensee or any other Person occupying all or any portion of such Lot are in compliance with the Declaration and the Association's approval. In the event the Association determines that any Improvements situated upon any Lot violates the Declaration or the Association's approval, the Association shall provide the Owner with notice of such violation and thirty (30) days to undertake all actions necessary to completely cure such violation or, if undertaken and diligently prosecuted in good faith, such longer period of time as is necessary to completely cure such violation; provided, however, that if such violation constitutes a nuisance or a threat of injury or harm to any Person or property, such violation shall be cured within fifteen (15) days from the date of the Association's notice or within such lesser or additional period of time as the Association, in its sole discretion, determines is reasonable under the circumstances if such violation cannot be cured within such fifteen (15) day period. In the event the Owner fails to completely cure such violation with the time periods set forth above, the Association may enter upon such Owner's Lot and undertake such actions as the Association determines in its sole discretion are necessary or appropriate to cause such Improvements to be removed from such Lot at the sole cost, expense and risk of such Owner. The Association shall not have any liability or obligation to the Owner or any other Person in connection with the removal of such Improvements. The Association may also undertake such other actions, at the sole cost and expense of such Owner, to prospectively insure full, complete and continuing compliance with this Declaration or the Association's approval.

7.5. Compliance With Governing Laws. Each Owner applying to the Association for approval of proposed Improvements shall be solely and completely responsible for determining that the proposed Improvements fully comply with all governing laws. The Association may, but shall have no responsibility or obligation to, determine whether the proposed Improvements comply with all governing laws. However, no such determination by the Association shall relieve any Owner from its obligation to independently determine such compliance with all governing laws. All Lots shall be developed and maintained in accordance with the governing laws.

7.6. Declarant's Exemption. The Declarant shall be exempt from the provisions of this Article 7 and shall not be obligated to obtain Association approval for any construction or changes in construction in which the Declarant may elect to make at any time.

ARTICLE 8.

USE RESTRICTIONS

8.1. Use Restrictions. The Property shall be subject to the following restrictions, reservations, and conditions, which shall be binding upon Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

(a) **Residential Lots.** No Lot shall be used for any purposes other than for single-family residential purposes.

(b) Parking. The parking and storage of automobiles shall be limited to driveways and garages of Residences and other paved surfaces designated by the Association. No motor vehicles shall block a sidewalk. No vehicles shall be parked on any part of any Common Area or on any other streets or paved surfaces adjacent to the Common Areas. No commercial vehicle (except police or other governmental automobiles), mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery, and repair and maintenance of a Lot, or to any vehicles of Declarant.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

(c) Signs. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association. All signs shall be displayed and maintained in accordance with all applicable laws and regulations and the sign criteria adopted from time to time by the Association

Notwithstanding the foregoing, Declarant specifically reserves the right of itself, its successors, nominees, assigns, and the Association, to place and maintain on the Property: (i) any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association, in connection with construction, marketing, sales and rental of Residences and Lots, and (ii) identifying or informational signs.

(d) Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than household pets provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property unless the owner of the pet physically removes any such excretions from that portion of the Property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. The Association may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

(e) Trash Containers, Oil and Gas Tanks, Outdoor Equipment. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street, except on those days designated as scheduled collection days for the Property by the agency responsible for collecting garbage and trash. No oil tanks or bottled gas tanks shall be allowed on any Lot without the written consent of the Association. Adequate

landscaping shall be installed and maintained by the Owner to conceal oil tanks or bottled gas tanks if approved by the Association. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. No trash or other waste material shall be burned on any Lot.

(f) Antennas, Aerials, Satellite Dishes and Flagpoles. Outside antennas, antenna poles, antenna masts, flag poles, satellite television reception devices larger than twenty-four inches (24") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall not be permitted on the Property without the prior written consent of the Association. Satellite television reception devices no larger than twenty-four inches (24") in diameter are permitted without Association approval if the devices are affixed to the rear portion of a Residence or placed in the rear yard. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street. No antennae shall extend more than ten feet (10') above a Residence.

(g) Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or any Common Area or any part thereof, without the prior written consent of the Association.

(h) Prohibited Structures. No structure of a temporary character, including but not limited to, trailers, tents, shacks, sheds, barns, tree-houses or other outbuildings shall be placed or erected on the Property at any time without the written permission of but not limited to, trailers, tents, shacks, sheds, barns, tree-houses or other outbuildings shall be placed or erected on the Property at any time without the prior written consent of the Association.

(i) Trees. Trees having a diameter at breast height greater than five inches (5") shall not be cut or removed without the prior written consent of the Association.

(j) Walls and Fences. Walls, fences, or similar structures, dog runs or animal pens of any kind (collectively, "Fences") shall not be placed or erected on any portion of the Property without the prior written consent of the Association. All proposed Fences shall be subject to review and approval by the Association in accordance with Article 7. In no event shall any Owner place or erect any Fence made of barbed wire, hog wire or chain link.

(k) Nuisances. No obnoxious, unpleasant, unsightly, or offensive activity, as determined by the Association in its sole discretion, shall be carried on anywhere on the Property, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

(l) Window Treatments. No reflective foil, sheets, newspapers or other similar material shall be permitted on any window or glass door of any Residence. Drapes, blinds, verticals and other window coverings visible from outside a Residence shall have a white, beige, or similar light coloring.

(m) Games and Play Structures. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed or affixed to any structure on any portion of the Property without the written consent of the Association. All play sets, playground equipment, and other outdoor recreational equipment must be approved by the Association prior to installation.

(n) Subdivision or Partition. No Lot shall be subdivided without the prior written consent of the Association.

(o) Pools. No above ground pools (specifically excluding Jacuzzis or spas) shall be erected, constructed or installed on any Lot.

(p) Fill. No Owner shall excavate or fill earth from any Lot which would materially affect in a detrimental manner the grading and drainage of any surrounding Lot or Common Area or the Stormwater Management System.

(q) Mining or Drilling. An Owner may a install water well or pump on a Lot in compliance with applicable governmental requirements. There shall be no mining, quarrying or drilling for minerals, oil, gas within any portion of the Property. Notwithstanding the foregoing, the Declarant or the Association, or any assignee of Declarant or the Association, may dredge the Water Areas, create land areas from Water Areas, or create, excavate, or maintain drainage or other facilities or easements, or install wells or pumps in compliance with applicable governmental requirements.

8.2. Casualty Destruction to Improvements. In the event any improvement on any Lot is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident as determined by the Association, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

8.3. Stormwater Management System. The following restrictions shall apply to the Stormwater Management System:

(a) All Owners shall at all times comply with any applicable Permit for the Stormwater Management System.

(b) No Owner shall conduct any construction activities relative to any portion of the Stormwater Management System, including, without limitation, any digging or excavating, depositing fill, debris, or other materials or items, or constructing or altering any water control structure, without the prior written consent of the Association and SWFWMD.

(c) No Owner shall remove native vegetation (including cattails) that becomes established within the portions of the Stormwater Management System abutting their Lot without prior written consent of the Association and SWFWMD. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

(d) No Owner shall construct or maintain any improvement, or undertake or perform any activity in any portion of the Stormwater Management System, including any wetlands, wetland mitigation areas, buffer areas, or other conservation areas, without the prior written consent of the Association and SWFWMD.

8.4. Variances. The Association may grant variances to the restrictions provided in this Article 8.

8.5. Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon, at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first priority mortgage lien in favor of any Institutional Lender.

8.6. Common Area. Other than those improvements constructed by Declarant, no improvements shall be constructed upon any portion of the Common Area without the approval of the Association. The following shall apply to the Common Area:

- (a) No activities constituting a nuisance shall be conducted upon any Common Area.
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members and their respective designees.

8.7. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time to include other restrictions as it shall deem appropriate. However, once the Association promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Association modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the Association.

8.8. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Association for each day a violation continues after notification by the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of eighteen percent (18%) per annum, and shall be treated as a Specific Assessment as provided in Article 7.

8.9. Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

8.10. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment as provided in Article 7. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

8.11. Violation. If any Person claiming by, through or under Declarant, or its successors or assigns, or any other Person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant or any Owner to bring any proceeding at law or in equity against the Person(s) violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the Person(s) violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

8.12. Rights of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right to use Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no Person shall in any way impede or interfere with Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE 9.

OPERATION, MAINTENANCE AND MONITORING OF STORMWATER MANAGEMENT SYSTEM

9.1. Maintenance. The Association shall maintain the Stormwater Management System in compliance with all conditions of any applicable Permit. The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenants) that are installed or used to achieve compliance with conditions of any applicable Permit, as required by SWFWMD. The Association shall properly operate and maintain all required backup or auxiliary facilities.

9.2. Water Quality. Water quality data for the water discharged from the Property or into the surface waters of the State of Florida shall be submitted to SWFWMD as required by any applicable Permit, based on the parameters and standards from time to time adopted by SWFWMD.

9.3. Indemnity. The Association shall hold and save SWFWMD harmless from any and all damages, claims or liabilities which may arise by reason of the operation, maintenance or use of the Stormwater Management System.

9.4. Review by SWFWMD. The Association hereby authorizes SWFWMD, upon presentation of credentials or other documents as may be required by law, to have access to all parts of the Stormwater Management System for purposes of inspecting and testing to determine compliance with any applicable Permit and other SWFWMD regulations, including:

- (a) access to and copying of any records required to be kept under the conditions of a Permit;
- (b) inspecting any facilities, equipment, practices or operations regulated or required under a Permit;
- (c) sampling or monitoring any substances or parameters at any location reasonable necessary to assure compliance with a Permit or SWFWMD regulations; and
- (d) gathering of other relevant data and information.

ARTICLE 10.
ENFORCEMENT OF NON-MONETARY DEFAULTS

10.1. Non-Monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and diligently proceed to completely cure the violation, the Association may, at its option:

- (a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) Damages. Commence an action to recover damages; and/or
- (c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

10.2. Expenses. All expenses incurred by the Association in connection with the correction of any violation or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment, as provided in Article 6, assessed against the applicable Owner, and shall be due upon written demand by the Association.

10.3. Late Fees. Any amount due to the Declarant or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five and No/100ths Dollars (\$25.00) and interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

10.4. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant, or condition in the future.

10.5. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

10.6. Enforcement By or Against the Persons. In addition to the foregoing, the Declaration may be enforced by Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and costs (through pre-trial through the appellate level).

10.7. Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE 11. **AMENDMENTS**

11.1. Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida.

11.2. Amendment to Comply with Governmental Authority. As long as there is a Class B Membership, Declarant specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of any governmental agency.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS THE STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA, MUST HAVE THE PRIOR APPROVAL OF SWFWMD.

11.3. Amendment to Correct Scrivener's Errors and Clarify Ambiguities. Declarant shall have the right at any time to amend this Declaration to correct scrivener's errors and to clarify ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional lender without their written consent.

ARTICLE 12.
GENERAL PROVISIONS

12.1. Assignment of Rights and Duties to the Association. Declarant may at any time assign and delegate to the Association all or any portion of Declarant's rights, title interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowner's association in order to effectuate the intent of Declarant for the proper development, operation and management of the Property. Wherever herein Declarant or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Declarant or the Association until such time as Declarant or any successor declarant is divested of its interest in any portion of the Property, or has terminated its interest in the Property or Declarant has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

12.2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

12.3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

12.4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the Public Records of Hillsborough County, Florida. Unless this Declaration is terminated as provided above, the association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

12.5. Communication. All communication from individual Owners to Declarant, its successors or assigns, or the Association shall be in writing.

12.6. Notice. Any notice required or permitted to be sent under the provisions of this Declaration shall be deemed to have been properly given three (3) days following deposit in the U.S. Mail, First Class, Postage Prepaid.

12.7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

12.8. Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.

12.9. Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Hernando County, Florida.

IN WITNESS WHEREOF, the undersigned, being Declarant, has hereunto set its hand and seal the day and year first above written.

DECLARANT:

Signed, sealed and delivered
in our presence:

RIDGE MANOR DEVELOPMENT, a Florida limited
partnership

By: RIDGE MANOR, LLC, a Florida limited
liability company, its general partner

Jeff R. Bohning
Print Name: Jeffrey R. Bohning

Susan Griffiths
Print Name: SUSAN GRIFFITHS

By: *W. P.*
W. Parkinson Myers, its President

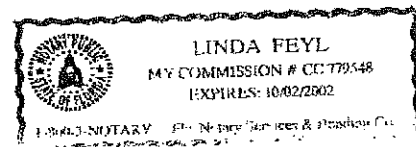
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 19th day of SEPTEMBER, 2001, by W. Parkinson Myers, as President of RIDGE MANOR, LLC, a Florida limited liability company, on behalf of the company as the general partner of RIDGE MANOR DEVELOPMENT, LTD., a Florida limited partnership, on behalf of the partnership. He is personally known to me ~~or has produced~~ as identification.

Linda Feyl
Notary Public

LINDA FEYL
Print Name

My Commission expires:



**** OFFICIAL RECORDS ****
BK: 1459 PG: 1848

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

** OFFICIAL RECORDS **

SHERMAN HILLS PHASE BK: 1459 PG: 1849
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 21 EAST; THENCE N00°02'30"E FOR 1596.30 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING ON THE EASTERLY RIGHT OF WAY LINE OF SHERMAN HILLS BOULEVARD (PLAT: MORNINGSIDE BOULEVARD) AT ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE FORMER RIDGE MANOR WEST PHASE II; THENCE FROM SAID POINT OF BEGINNING ALONG THE ARC OF A CURVE CONCAVE WESTERLY SAID CURVE HAVING A RADIUS OF 408.54 FEET, A CENTRAL ANGLE OF 44°20'00", AN ARC LENGTH OF 316.11 FEET, AND A CHORD BEARING AND DISTANCE OF N22°07'30"W, 308.29 FEET; THENCE N44°17'30"W FOR 61.50 FEET; THENCE S45°42'30"W FOR 30.00 FEET; THENCE N44°17'30"W FOR 234.74 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 41°30'29", AN ARC LENGTH OF 199.22 FEET, AND A CHORD BEARING AND DISTANCE OF S65°02'45"E, 194.90 FEET; THENCE S85°47'58"E FOR 59.24 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET, AND A CHORD BEARING AND DISTANCE OF N49°12'02"E, 35.36 FEET; THENCE N04°12'02"E FOR 176.78 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 323.50 FEET, A CENTRAL ANGLE OF 35°52'06", AN ARC LENGTH OF 202.52 FEET, AND A CHORD BEARING AND DISTANCE OF N22°08'05"E, 199.23 FEET; THENCE N40°04'08"E FOR 192.36 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 323.50 FEET, A CENTRAL ANGLE OF 08°30'59", AN ARC LENGTH OF 48.09 FEET, AND A CHORD BEARING AND DISTANCE OF N44°19'37"E, 48.04 FEET; THENCE N48°35'07"E FOR 249.18 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 976.50 FEET, A CENTRAL ANGLE OF 03°25'13", AN ARC LENGTH OF 58.29 FEET, AND A CHORD BEARING AND DISTANCE OF N46°52'30"E, 58.28 FEET; THENCE N45°09'54"E FOR 258.30 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 2000.00 FEET, A CENTRAL ANGLE OF 00°53'57", AN ARC LENGTH OF 31.39 FEET, AND A CHORD BEARING AND DISTANCE OF N44°42'56"E, 31.39 FEET TO A POINT; THENCE N45°44'03"W FOR 120.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1880.00 FEET, A CENTRAL ANGLE OF 13°04'41", AN ARC LENGTH OF 429.12 FEET, AND A CHORD BEARING AND DISTANCE OF N37°43'36"E, 428.19 FEET; THENCE N31°11'16"E FOR 46.29 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY SAID CURVE HAVING A RADIUS OF 1355.00 FEET, A CENTRAL ANGLE OF 47°38'50", AN ARC LENGTH OF 1126.82 FEET, AND A CHORD BEARING AND DISTANCE OF N07°21'51"E, 1094.63 FEET; THENCE N16°27'34"W FOR 240.40 FEET; THENCE N83°53'28"E FOR 121.99 FEET; THENCE N16°27'34"W FOR 12.94 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 01°03'23", AN ARC LENGTH OF 7.37 FEET, AND A CHORD BEARING AND DISTANCE OF N15°55'53"W, 7.37 FEET; THENCE S83°53'28"W FOR 122.05 FEET; THENCE

**** OFFICIAL RECORDS ****
BK: 1459 PG: 1850

N16°27'34"W FOR 45.87 FEET; THENCE N00°00'31"W FOR 205.59 FEET; THENCE S89°59'29"W FOR 216.02 FEET; THENCE S00°00'31"E FOR 268.07 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 1830.00 FEET, A CENTRAL ANGLE OF 6°18'34", AN ARC LENGTH OF 201.52 FEET, AND A CHORD BEARING AND DISTANCE OF S03°09'48"E, 201.42 FEET; S06°19'05"E FOR 170.42'; THENCE S28°04'45"E FOR 108.74'; THENCE S02°14'50"W FOR 84.65 FEET; THENCE S24°33'40"W FOR 143.30 FEET; THENCE S86°23'34"W FOR 196.53 FEET; THENCE N41°07'16"W FOR 158.26 FEET; THENCE N00°00'00"E FOR 95.36 FEET; THENCE N20°50'07"E FOR 70.09 FEET; THENCE N06°19'05"W FOR 181.70 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 2120.00 FEET, A CENTRAL ANGLE OF 6°18'34", AN ARC LENGTH OF 233.46 FEET, AND A CHORD BEARING AND DISTANCE OF N03°09'48"W, 233.34 FEET; THENCE N00°00'31"W FOR 113.07 FEET; THENCE S89°59'29"W FOR 27.55 FEET; THENCE N00°00'00"E FOR 335.00 FEET; THENCE N89°59'29"E FOR 15.00 FEET; THENCE N00°00'00"E FOR 115.00 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SECTION 29, TOWNSHIP 22 SOUTH, RANGE 21 EAST; THENCE N89°59'29"E ALONG SAID SOUTHERLY BOUNDARY FOR 1657.90 FEET; THENCE S00°04'05"W FOR 774.12 FEET; THENCE S89°59'57"W FOR 478.64 FEET; THENCE N15°50'38"W FOR 94.50 FEET; THENCE N87°15'53"E FOR 126.72 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 02°42'27", AN ARC LENGTH OF 20.08 FEET, AND A CHORD BEARING AND DISTANCE OF N07°53'20"W, 20.08 FEET; THENCE S87°15'53"W FOR 120.21 FEET; THENCE N03°29'42"W FOR 145.21 FEET; THENCE S89°59'29"W FOR 446.39 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 01°06'47", AN ARC LENGTH OF 6.80 FEET, AND A CHORD BEARING AND DISTANCE OF S15°54'10"E, 6.80 FEET; THENCE S16°27'34"E FOR 14.03 FEET; THENCE N89°59'29"E FOR 125.12 FEET; THENCE S16°27'34"E FOR 181.95 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 1645.00 FEET, A CENTRAL ANGLE OF 37°35'31", AN ARC LENGTH OF 1079.29 FEET, AND A CHORD BEARING AND DISTANCE OF S02°20'11"W, 1060.04 FEET; THENCE S22°36'58"W FOR 85.17 FEET; THENCE S59°49'00"E FOR 191.57 FEET; THENCE N51°20'06"E FOR 20.00 FEET; THENCE N38°39'54"W FOR 120.00 FEET; THENCE N51°20'06"E FOR 39.55 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 850.00 FEET, A CENTRAL ANGLE OF 04°21'08", AN ARC LENGTH OF 64.57 FEET, AND A CHORD BEARING AND DISTANCE OF N49°09'32"E, 64.55 FEET; THENCE S00°03'50"W FOR 379.84 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 41°13'43", AN ARC LENGTH OF 151.11 FEET, AND A CHORD BEARING AND DISTANCE OF S19°42'19"W, 147.87 FEET; THENCE S89°05'27"W FOR 120.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 20°16'29", AN ARC LENGTH OF 116.77 FEET, AND A CHORD BEARING AND DISTANCE OF S11°02'48"E, 116.17 FEET; THENCE S65°20'29"W FOR 178.78 FEET; THENCE N76°46'25"W FOR 156.66 FEET; THENCE N51°06'25"W FOR 99.73 FEET; THENCE N55°32'05"W FOR 97.64 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 2050.00 FEET, A CENTRAL ANGLE OF 06°38'38", AN ARC LENGTH OF 237.71 FEET, AND A CHORD BEARING AND DISTANCE OF S41°50'35"W, 237.58 FEET; THENCE S45°09'54"W FOR 362.56 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 276.50 FEET, A CENTRAL ANGLE OF 05°05'47", AN ARC LENGTH OF 24.59 FEET, AND A CHORD BEARING AND DISTANCE OF S42°37'01"W, 24.59 FEET;

**** OFFICIAL RECORDS ****
BK: 1459 PG: 1851

THENCE $540^{\circ}04'08''$ W FOR 314.29 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 276.50 FEET, A CENTRAL ANGLE OF $34^{\circ}48'24''$, AN ARC LENGTH OF 167.97 FEET, AND A CHORD BEARING AND DISTANCE OF $S22^{\circ}39'56''$ W, 165.40 FEET; THENCE $S04^{\circ}12'01''$ W FOR 306.56 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF $11^{\circ}06'02''$, AN ARC LENGTH OF 50.37 FEET, AND A CHORD BEARING AND DISTANCE OF $S01^{\circ}21'00''$ E, 50.29 FEET; THENCE $S06^{\circ}54'00''$ E FOR 100.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 440.805 FEET, A CENTRAL ANGLE OF $06^{\circ}56'30''$, AN ARC LENGTH OF 53.41 FEET, AND A CHORD BEARING AND DISTANCE OF $S02^{\circ}11'06''$ E, 53.37 FEET TO THE EASTERLY BOUNDARY OF THE SOUTHWEST 1/4; THENCE $S00^{\circ}02'30''$ W ALONG SAID EASTERLY BOUNDARY FOR 25.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.0715 ACRES, MORE OR LESS.

SHERMAN HILLS SECTION 1

A PLATTED SUBDIVISION

SECTION 22, TOWNSHIP 23 SOUTH, RANGE 31 EAST
 - HERNANDO COUNTY, FLORIDA -

PLAN BOOK 22 PART 50

LEGAL

LEGAL NOTICE
 I, the undersigned, being a duly qualified and sworn surveyor in and for the State of Florida, do hereby certify that the foregoing plat of the subdivision of Section 22, Township 23 South, Range 31 East, Hernando County, Florida, is a true and correct copy of the original as the same appears on the records of this office, and that the same has been duly recorded in accordance with the provisions of the laws of this State. My commission expires on the 15th day of June, 1911.

NOTICE
 The undersigned, being a duly qualified and sworn surveyor in and for the State of Florida, do hereby certify that the foregoing plat of the subdivision of Section 22, Township 23 South, Range 31 East, Hernando County, Florida, is a true and correct copy of the original as the same appears on the records of this office, and that the same has been duly recorded in accordance with the provisions of the laws of this State. My commission expires on the 15th day of June, 1911.

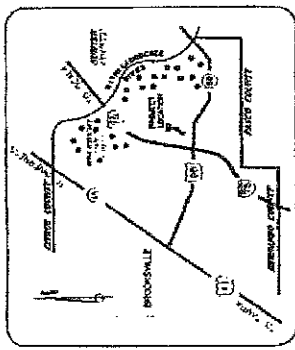
DEDICATION

DEDICATION
 WHEREAS, the undersigned, being a duly qualified and sworn surveyor in and for the State of Florida, do hereby certify that the foregoing plat of the subdivision of Section 22, Township 23 South, Range 31 East, Hernando County, Florida, is a true and correct copy of the original as the same appears on the records of this office, and that the same has been duly recorded in accordance with the provisions of the laws of this State. My commission expires on the 15th day of June, 1911.

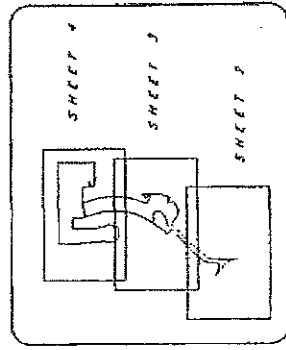
NOTICE
 The undersigned, being a duly qualified and sworn surveyor in and for the State of Florida, do hereby certify that the foregoing plat of the subdivision of Section 22, Township 23 South, Range 31 East, Hernando County, Florida, is a true and correct copy of the original as the same appears on the records of this office, and that the same has been duly recorded in accordance with the provisions of the laws of this State. My commission expires on the 15th day of June, 1911.

RESOLUTION
 WHEREAS, the undersigned, being a duly qualified and sworn surveyor in and for the State of Florida, do hereby certify that the foregoing plat of the subdivision of Section 22, Township 23 South, Range 31 East, Hernando County, Florida, is a true and correct copy of the original as the same appears on the records of this office, and that the same has been duly recorded in accordance with the provisions of the laws of this State. My commission expires on the 15th day of June, 1911.

NOTICE
 The undersigned, being a duly qualified and sworn surveyor in and for the State of Florida, do hereby certify that the foregoing plat of the subdivision of Section 22, Township 23 South, Range 31 East, Hernando County, Florida, is a true and correct copy of the original as the same appears on the records of this office, and that the same has been duly recorded in accordance with the provisions of the laws of this State. My commission expires on the 15th day of June, 1911.



LOCATION MAP
 (SEE PAGE 1)



SHEET LAYOUT
 (SEE PAGE 1)

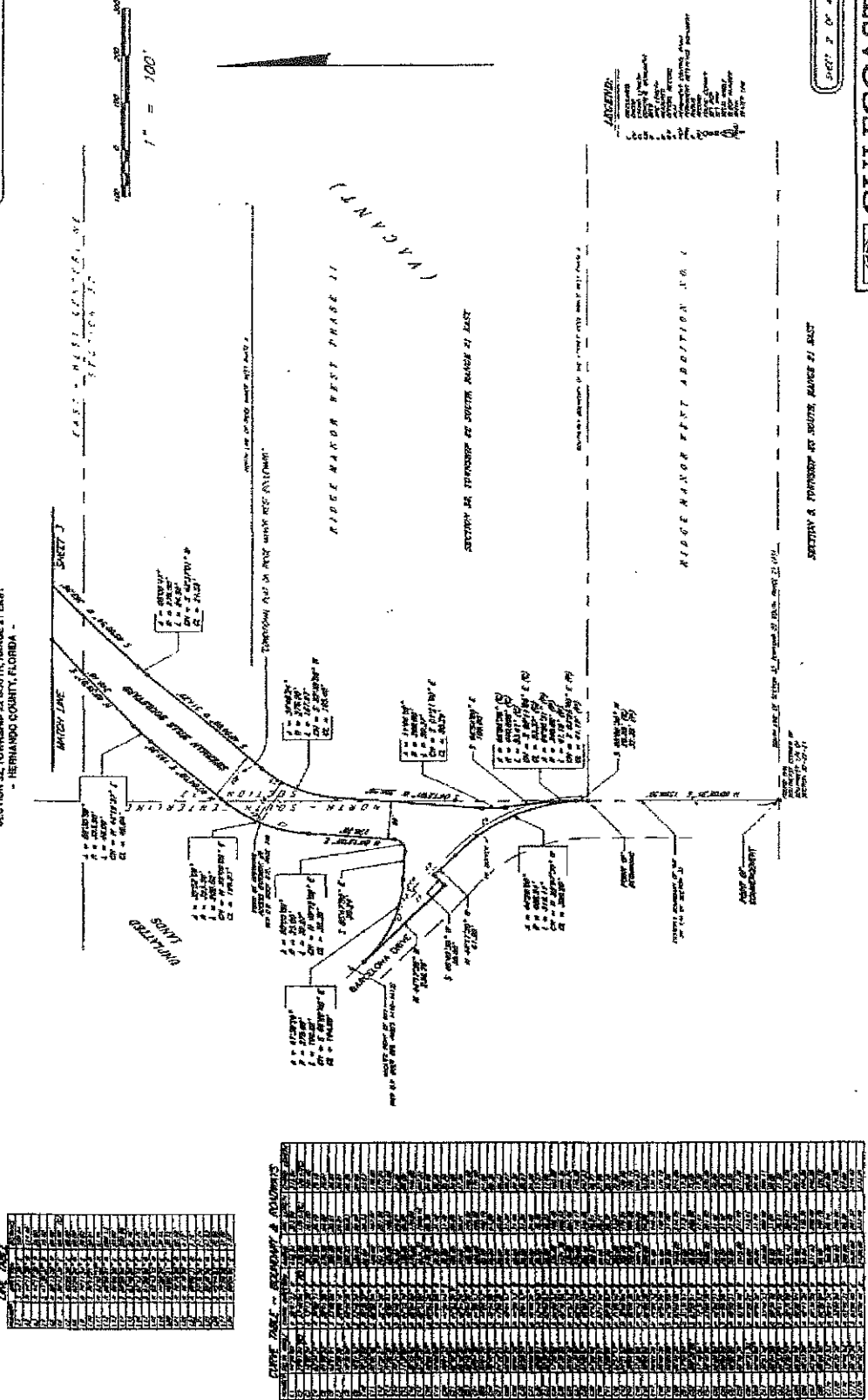
GULF COAST SURVEY ASSOCIATES, INC.
 1105 SOUTH PALM AVENUE, TAMPA, FLORIDA



SHERMAN HILLS SECTION 1

A PLATTED SUBDIVISION
 SECTION 52, TOWNSHIP 24 SOUTH, RANGE 31 EAST
 - HERNANDO COUNTY, FLORIDA -

SHEET 2 OF 4



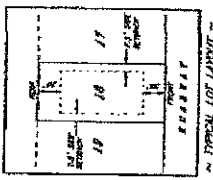
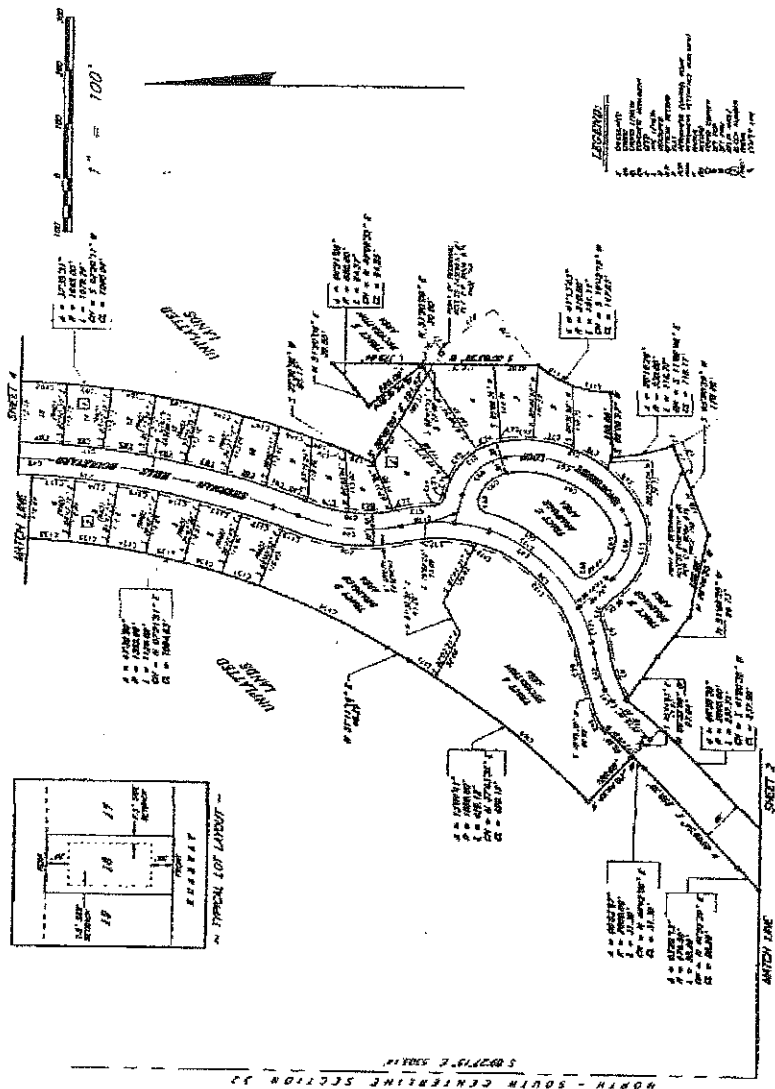
SHEET 2 OF 4

SHERMAN HILLS SECTION 1

A PLATTED SUBDIVISION
 SECTION 22, TOWNSHIP 22 SOUTH, RANGE 21 EAST
 RICHLAND COUNTY, FLORIDA

PLAT NO. 32, PAGE 3A

SHEET 3 OF 4



COMPASS TABLE - LOTS

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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** OFFICIAL RECORDS **
 BK: 1459 Pg: 1854

SHERMAN HILLS SECTION 1

A PLATTED SUBDIVISION
SECTION 22, TOWNSHIP 22 SOUTH, RANGE 21 EAST
HERNANDO COUNTY, FLORIDA

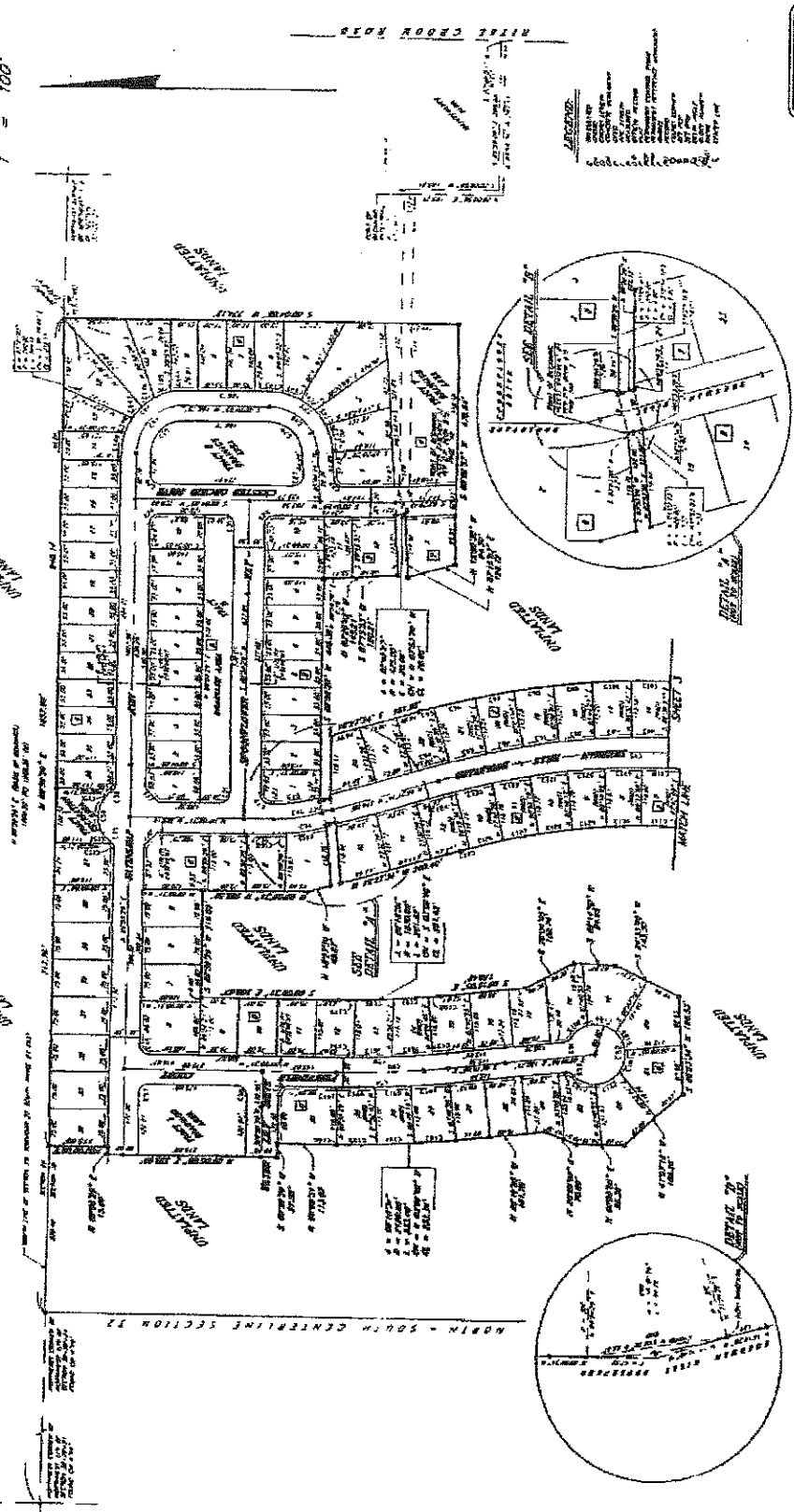
PLAT BOOK 32, PAGE 183



SECTION 22, TOWNSHIP 22 SOUTH, RANGE 21 EAST
HERNANDO COUNTY, FLORIDA

SECTION 22, TOWNSHIP 22 SOUTH, RANGE 21 EAST
HERNANDO COUNTY, FLORIDA

SECTION 22, TOWNSHIP 22 SOUTH, RANGE 21 EAST
HERNANDO COUNTY, FLORIDA



SHEET 4 OF 4

GULFCOAST
SURVEY ASSOCIATES
3400 BAYVIEW BLVD., SUITE 100
TALLAHASSEE, FLORIDA 32309-1000
TEL: 904-882-1111

This Instrument was Prepared By:
RICHARD M. COLBERT, Esquire
CLARK, PARTINGTON, HART, LARRY,
BOND & STACKHOUSE
Post Office Box 13010
Pensacola, Florida 32591-3010

OFFICIAL RECORDS
BK: 2436 PG: 1247

STATE OF FLORIDA
COUNTY OF HERNANDO

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF SHERMAN HILLS (SECTION 2)

This Amendment to Declaration of Covenants, Conditions and Restrictions of Sherman Hills (Section 2) is made as of the date set forth below by Sherman Hills, L.L.C., a Florida limited liability company (the "Declarant") for the following uses and purposes:

RECITALS:

- A. Ridge Manor Development, Ltd., a Florida limited partnership (the "Original Declarant"), has previously executed that certain Declaration of Covenants, Conditions and Restrictions of Sherman Hills dated September 19th, 2001, recorded in Official Records Book 1459, Page 1828, Public Records of Hernando County, Florida (the "Declaration"), pursuant to which the Original Declarant encumbered certain real property located in Hernando County, Florida and more particularly described therein (the "Section 1 Property").
- B. Pursuant to that certain Assignment and Assumption of Declarant's rights made by and between the Original Declarant and Declarant dated September 12, 2003, and recorded , or to be recorded, in the Public Records of Hernando County, Florida, the Original Declarant assigned to Declarant all of the rights as the "Declarant" under the Declaration.
- C. Pursuant to Section 2.2(a) of the Declaration, Declarant desires to add other real property not now included within the Property to the Property, and pursuant to Section 11.3 of the Declaration, the Declaration further desires to amend the Declaration to correct a scrivener's error as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. Additional Property. Pursuant to Section 2.2(a) of the Declaration, Declarant declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Section 2 Property") shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, and shall be added to, and shall for all purposes hereafter be deemed to be part of the

"Property" as that term is defined in the Declaration.

2. Association. For purposes of correcting a scrivener's error in the name of the "Association" in accordance with Section 11.3 of the Declaration, Section 1.3 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

1.3. "Association" shall mean and refer to Sherman Hills Subdivision Homeowners Association, Inc., a Florida not for profit corporation, and its successors and assigns.

3. Ratification and Confirmation. Except as amended hereby, all other terms and conditions of the Declaration shall remain in full force and effect, and Declarant hereby ratifies and confirms the terms and conditions thereof.

IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration of Covenants, Conditions and Restrictions of Sherman Hills (Section 2) to be executed by its duly authorized manager effective as of the 17th day of January, 2006.

Witnesses:

[Signature]
Richard M. Colbert
(Type/print name)
[Signature]
Brenda Will
(Type/print name)

SHERMAN HILLS, L.L.C.,
a Florida limited liability company

By: [Signature]
W. Todd Schweizer, Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 17th day of January, 2006, by W. Todd Schweizer, as Manager of Sherman Hills, L.L.C., a Florida limited liability company, on behalf of the Company, who is personally known to me or has produced drivers license as identification.

[Signature]
NOTARY PUBLIC

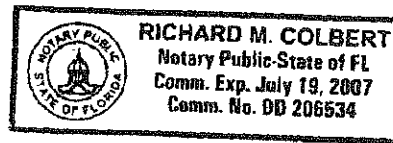


Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 32; THENCE N89°59'29"E FOR 330.40 FEET TO THE NORTHWEST CORNER OF SHERMAN HILLS SECTION 1 AS RECORDED IN PLAT BOOK 32, PAGE 30 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF SAID SHERMAN HILLS SECTION 1 THE FOLLOWING SIX (6) COURSES: 1) S00°00'00" W FOR 115.00 FEET, 2) S89°59'29"W FOR 15.00 FEET, 3) S00°00'00"W FOR 335.00 FEET, 4) N89°59'29" E FOR 27.55 FEET, 5) S00°00'31" E FOR 113.07 FEET AND 6) ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 2120.00, A CENTRAL ANGLE OF 00°03'08", AN ARC LENGTH OF 1.93 FEET AND A CHORD BEARING AND DISTANCE OF S00°02'06"E, 1.93 FEET: THENCE LEAVING SAID WESTERLY BOUNDARY S89°59'29"W FOR 351.02 FEET; THENCE S00°00'31" E FOR 20.00 FEET; THENCE N89°59'29"E FOR 120.00 FEET; THENCE S00°00'31"E FOR 295.14 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 2145.00, A CENTRAL ANGLE OF 23°31'22", AN ARC LENGTH OF 880.63 FEET AND A CHORD BEARING AND DISTANCE OF S11°45'10"W, 874.46 FEET; THENCE S23°33'19"W FOR 93.00 FEET; THENCE S53°25'27"W FOR 57.66: THENCE S71°29'48"W FOR 179.13 FEET; THENCE S23°33'19"W FOR 98.80 FEET; THENCE S81°04'48"W FOR 151.23 FEET; THENCE N66°26'41" W FOR 100.10 FEET; THENCE N36°17'14"W FOR 110.31 FEET; THENCE N00°17'00" W, FOR 136.2 FEET; THENCE N66°57'56"W FOR 195.20 FEET; THENCE N78°22'42"W FOR 162.80 FEET; THENCE N89°00'29"W FOR 80.01 FEET; THENCE S89°58'17"W FOR 84.19 FEET THENCE N00°01'43"W, FOR 45.01 FEET: THENCE S89°58'17"W For 41.47 FEET; THENCE N00°01'43" W FOR 63.99 FEET; THENCE ALONG THE ARC OF A CURVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE 90°00'00" AN ARC LENGTH OF 39.27 FEET AND A CHORD BEARING AND DISTANCE OF N45°01'43" W, 35.36 FEET; THENCE N00°01'43" W FOR 41.00 FEET; THENCE S89°58'17"W FOR 64.65 FEET; THENCE N00°01'43 W FOR 115.00 FEET; THENCE N89°58'17"E FOR 249.11 FEET THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING RADIUS OF 920.00 FEET, A CENTRAL ANGLE OF 23°35'02", AN ARC LENGTH OF 378.69 FEET AND A CHORD BEARING AND DISTANCE OF S78°14'12"E, 376.02 FEET; THENCE S66°26'41" E FOR 379.04 FEET; THENCE N33°36'16"E FOR 75.89 FEET; THENCE ALONG THE ARC OF THE CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 1855.00 FEET, A CENTRAL ANGLE OF 20°22'22"; AN ARC LENGTH OF 659.59 FEET AND A CHORD BEARING AND DISTANCE OF N10°10'40"E. 656.12 FEET; THENCE N00°00'31"W FOR 295.14 FEET; THENCE N89°59'29"E FOR 120.00 FEET;

THENCE N00°00'31" W FOR 20.00 FEET; THENCE S89°59'29"W FOR 163.00 FEET; THENCE S65°40'02"W FOR 65.83 FEET; THENCE S43°09'39"W FOR 71.72 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING RADIUS OF 255.00 FEET, A CENTRAL ANGLE OF 36°36'13", AN ARC LENGTH OF 162.91 FEET AND A CHORD BEARING AND DISTANCE OF S24°51'33"W, 160.15 FEET; THENCE S06°33'26"W FOR 47.44 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE WESTERLY, SAID CURVE HAVING A RADIUS OF 520.00 FEET, A CENTRAL ANGE OF 12°23'42", AN ARC LENGTH OF 112.49 FEET AND A CHORD BEARING AND DISTANCE OF S12°45'17"W, 112.27 FEET; THENCE S11°57'14"W FOR 81.88 FEET; THENCE S04°26'42"E FOR 45.69 FEET; THENCE S27°37'34"W FOR 138.20 FEET; THENCE S79°02'48"W FOR 174.31 FEET; THENCE N49°01'51"W FOR 176.67 FEET; THENCE N03°36'13"E FOR 155.90 FEET; THENCE N44°48'38"E FOR 134.58 FEET; THENCE N12°35'23"E FOR 71.18 FEET; THENCE N03°03'51"W FOR 113.41 FEET; THENCE N38°01'14"W FOR 160.38 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 1025.00 FEET, A CENTRAL ANGLE OF 01°00'22", AN ARC LENGTH OF 18.00 FEET AND A CHORD BEARING AND DISTANCE OF S52°28'57" W, 18.00 FEET; THENCE N31°24'52"W FOR 50.25 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 09°32'12", AN ARC LENGTH OF 162.29 FEET AND A CHORD BEARING AND DISTANCE OF N47°55'45"E, 162.10 FEET; THENCE N43°09'39"E FOR 32.27 FEET; THENCE N46°50'21"W FOR 139.63 FEET; THENCE N89°59'29"E FOR 167.10 FEET; THENCE N00°10'40"W FOR 116.97 FEET; THENCE S89°59.31"W FOR 100.00 FEET; THENCE N00°10'41"W FOR 60.00 FEET; THENCE N89°59'29"E FOR 90.35 FEET; THENCE N00°00'31" W FOR 117.43 FEET; TO THE NORTH LINE OF SAID SECTION 32; THENCE ALONG SAID NORTH LINE S89°47'24"E FOR 637.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 34.6473 ACRES, MORE OR LESS.

2007066638

ROBIN 2499/736

OFFICIAL RECORDS
BK: 2499 PG: 736

LT1-2-2007066638-1

LT2-2499-736-4

This Instrument was Prepared By:
RICHARD M. COLBERT, Esquire
4 Laguna Street, Suite 101
Fort Walton Beach, FL 32548

STATE OF FLORIDA
COUNTY OF HERNANDO

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SHERMAN HILLS (SECTION 3)

This Amendment to Declaration of Covenants, Conditions and Restrictions of Sherman Hills (Section 3) is made as of the date set forth below by Sherman Hills, L.L.C., a Florida limited liability company (the "Declarant") for the following uses and purposes:

10/12/2007 12:33PM # Pages 4
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

RECITALS:

- A. Ridge Manor Development, Ltd., a Florida limited partnership (the "Original Declarant"), has previously executed that certain Declaration of Covenants, Conditions and Restrictions of Sherman Hills dated September 19th, 2001, recorded in Official Records Book 1459, Page 1828, Public Records of Hernando County, Florida (the "Declaration"), pursuant to which the Original Declarant encumbered certain real property located in Hernando County, Florida and more particularly described therein (the "Section 1 Property"), as amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Sherman Hills (Section 2) made by Declarant dated January 17, 2006, and recorded in the Public Records of Hernando County, Florida, pursuant to which Declarant encumbered certain real property located in Hernando County, Florida and more particularly described therein (the "Section 2 Property").
- B. Pursuant to that certain Assignment and Assumption of Declarant's Rights made by and between the Original Declarant and Declarant dated September 12, 2003, and recorded in Official Records Book 2091, Page 1127, Public Records of Hernando County, Florida, the Original Declarant assigned to Declarant all of the rights as the "Declarant" under the Declaration.
- C. Pursuant to Section 2.2(a) of the Declaration, Declarant desires to add other real property not now included within the Property to the Property, and to further amend the Declaration, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

now
R Beach Title
4 Laguna Street, Ste 101
Ft Walton Beach, FL 32548

1. Additional Property. Pursuant to Section 2.2(a) of the Declaration, Declarant declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Section 3 Property") shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration, and shall be added to, and shall for all purposes hereafter be deemed to be part of the "Property" as that term is defined in the Declaration.

2. Stormwater Management and Drainage Easement. The following is added as an additional term and condition of Section 3.4 of the Declaration:

Included within the easement granted hereby should be the right of the Association to enter any Lot to access Lot line drainage swales to take corrective action should the owner of the Lot disturb a Lot line drainage swale such that it disrupts the flow, pattern or direction of runoff to the Management System.

Section 3. Stormwater Management and Drainage Easement. The following is added as a new Section 9.5 of the Declaration:

Section 9.5 Restrictions. The following restrictions shall apply to the Stormwater Management System:

A. No construction activities may be conducted relative to any portion of the Stormwater Management System. Prohibited activities shall include, but are not limited to: digging or excavation; depositing fill, debris or other material or items; constructing any water control structures; or any other construction to modify the Stormwater Management System. If the Stormwater Management System includes a wetland mitigation area, as defined in Section 1.7.24 of the rules of SWFWMD, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicides without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the environmental resource permit issued by SWFWMD for the Stormwater Management System may be conducted without specific written approval of SWFWMD.

B. SWFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System.

C. In the event the Association ceases to exist, all Lot Owners shall be jointly and severally responsible for the operation and maintenance of the Stormwater Management System Facilities in accordance with the requirement of the Environmental Resource Permit issued by SWFWMD, unless and until an alternative entity assumes responsibility in accordance with the Rules of SWFWMD.

4. Ratification and Confirmation. Except as amended hereby, all other terms and conditions of the Declaration shall remain in full force and effect, and Declarant hereby ratifies and confirms the terms and conditions thereof.

IN WITNESS WHEREOF, Declarant has caused this Amendment to Declaration of Covenants, Conditions and Restrictions of Sherman Hills (Section 3) to be executed by its duly authorized manager effective as of the 1st day of May, 2007.

Witnesses:

[Signature]
Richard M. Colbert
(Type/print name)

[Signature]
Brenda Will
(Type/print name)

SHERMAN HILLS, L.L.C.,
a Florida limited liability company

By: [Signature]
W. Todd Schweizer, Manager

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 1st day of May, 2007, by W. Todd Schweizer, as Manager of Sherman Hills, L.L.C., a Florida limited liability company, on behalf of the Company, who is personally known to me or has produced drivers license as identification. He did not take an oath.

[Signature]

NOTARY PUBLIC

(NOTARIAL SEAL)

(Type/Print Name)
Commission No.: _____
Commission Expires: _____

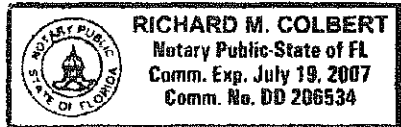


Exhibit "A"

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 22 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE N89°47'24"W FOR 637.40 FEET TO THE **POINT OF BEGINNING**; THENCE S00°00'31"E FOR 117.43 FEET; THENCE S89°59'29"W FOR 90.35 FEET; THENCE S00°10'41"E FOR 60.00 FEET; THENCE N89°59'29"E FOR 100.00 FEET; THENCE S00°10'40"E FOR 116.97 FEET; THENCE S89°59'29"W FOR 167.10 FEET; THENCE N89°47'24"W FOR 1172.28 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 79°35'31", AN ARC LENGTH OF 180.59 FEET AND A CHORD BEARING AND DISTANCE OF S50°24'51"W, 166.41 FEET; THENCE N79°22'55"W FOR 120.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 04°35'19", AN ARC LENGTH OF 20.02 FEET AND A CHORD BEARING AND DISTANCE OF S08°19'26"W, 20.02 FEET; THENCE S79°22'55"E FOR 120.75 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE EASTERLY, SAID CURVE HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 09°48'13", AN ARC LENGTH OF 22.24 FEET AND A CHORD BEARING AND DISTANCE OF S03°08'01"E, 22.22 FEET; THENCE S08°02'07"E FOR 119.60 FEET; THENCE S85°53'01"E FOR 593.49 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 855.00 FEET, A CENTRAL ANGLE OF 41°25'07", AN ARC LENGTH OF 618.07 FEET AND A CHORD BEARING AND DISTANCE OF N73°24'25"E, 604.70 FEET; THENCE S37°18'09"E FOR 120.00 FEET; THENCE S31°24'52"E FOR 50.25 FEET; THENCE S38°01'14"E FOR 120.02 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAVING A RADIUS OF 1145.00 FEET, A CENTRAL ANGLE OF 41°14'10", AN ARC LENGTH OF 824.06 FEET AND A CHORD BEARING AND DISTANCE OF S73°29'54"W, 806.39 FEET; THENCE N85°53'01"W FOR 209.79 FEET; THENCE S04°06'59"W FOR 122.61 FEET; THENCE S51°16'05"W FOR 89.35 FEET; THENCE N89°15'02"W FOR 270.30 FEET; THENCE S00°44'58"W FOR 193.09 FEET; THENCE S06°11'38"W FOR 160.92 FEET; THENCE S08°05'14"E FOR 37.07 FEET; THENCE N75°50'49"E FOR 303.49 FEET; THENCE N89°58'17"E FOR 485.66 FEET; THENCE S00°01'43"E FOR 115.00 FEET; THENCE N89°58'17"E FOR 64.65 FEET; THENCE S00°01'43"E FOR 41.00 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 39.27 FEET AND A CHORD BEARING AND DISTANCE OF S45°01'43"E, 35.36 FEET; THENCE S00°01'43"E FOR 63.99 FEET; THENCE N89°58'17"E FOR 41.47 FEET; THENCE S00°01'43"E FOR 45.01 FEET; THENCE S89°58'17"W FOR 509.01 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 45°10'12", AN ARC LENGTH OF 457.25 FEET AND A CHORD BEARING AND DISTANCE OF S67°23'11"W, 445.50 FEET; THENCE S12°09'16"W FOR 79.96 FEET; THENCE S44°48'05"W FOR 97.89 FEET; THENCE S76°25'29"W FOR 143.42 FEET; THENCE N51°29'08"W FOR 177.80 FEET; THENCE N01°33'27"E FOR 180.64 FEET; THENCE N55°05'54"E FOR 90.81 FEET; THENCE N01°10'10"W FOR 243.00 FEET; THENCE N06°11'38"E FOR 197.56 FEET; THENCE N00°44'58"E FOR 441.74 FEET; THENCE N03°38'35"W FOR 159.53 FEET; THENCE N08°02'07"W FOR 306.13 FEET; THENCE S77°50'19"E FOR 149.74 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 03°49'33", AN ARC LENGTH OF 20.03 FEET AND A CHORD BEARING AND DISTANCE OF N15°11'54"E, 20.03 FEET; THENCE N77°50'19"W FOR 158.16 FEET; THENCE N08°02'07"W FOR 308.22 FEET; THENCE S89°47'24"E FOR 1814.05 FEET TO THE **POINT OF BEGINNING**.