

PREPARED BY AND RETURN TO:

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**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AVALON VILLAGE**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (this "**Eighth Amendment**") is made by LANDBUILDER, LLC, a Florida limited liability company (the "**Developer**") and joined by THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation (the "**Association**")

RECITALS

A. Developer, by virtue of that certain Assignment of Developer's Rights, recorded in Official Records Book 3104, Page 783 from Eagle FL V SPE LLC, a North Carolina limited liability company, to Hunters Lake, LLC, a Florida limited liability company (now known as Landbuilder, LLC, a Florida limited liability company) is the "Developer" under that certain Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 2084, Page 1236 (the "**Original Declaration**"), as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 2084, Page 1337 (the "**First Amendment**"), and by certain Second Amendment to Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 2145, Page 268 (the "**Second Amendment**"), and as supplemented by that Supplemental Declaration of Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 3447, Page 842 (the "**First Supplement**"), and as amended by that certain Certificate of Amendment to the Declaration of Covenants and Restrictions, recorded in Official Records Book 3515, Page 532 (the "**Third Amendment**"), and by that certain Supplemental Community Declaration of Avalon Village, recorded in Official Records Book 3603, Page 1250 (the "**Second Supplement**"), and as amended by that Third Amendment to Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 3732, Page 1530 (misnumbered) (the "**Fourth Amendment**"), and by that certain Fifth Amendment to Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 3792, Page 459 (the "**Fifth Amendment**"); and as supplemented by that certain Third Supplementary Declaration to Declaration of Covenants and Restrictions for Avalon Village recorded in Official Records Book 3792, Page 473 (the "**Third Supplement**"), and as amended by that certain Third Amendment to Declaration of

Covenants and Restrictions for Avalon Village in Official Records Book 3897, Page 1950 (misnumbered) (the "**Sixth Amendment**"), and as further amended by that certain Certificate of Amendment to the Declaration of Covenants and Restrictions for Avalon Village, Inc. recorded in Official Records Book 3885, Page 1384 (the "**Seventh Amendment**"), all of which were recorded in the Public Records of Hernando County, Florida (collectively, the "**Declaration**").

B. Pursuant to Section 12.5(b) of the Declaration, so long as the Developer is a Class B Member, the Developer may amend the Declaration without the joinder or consent of any person or entity.

C. As of the date of this Eighth Amendment, the Developer is a Class B Member and may amend the Declaration pursuant to Section 12.5(b) of the Declaration without the joinder or consent of any person or entity.

D. Pursuant to the Fifth Amendment, the Developer annexed into the Declaration certain "Additional Property" as described on Exhibit A attached to the Fifth Amendment. Such real property described on Exhibit A attached to the Fifth Amendment and made subject to the terms and conditions of the Declaration is part of the Property and is known as "Villages at Avalon Phase IV".

E. Hernando County now requires this Eighth Amendment in connection with the platting of that portion of the Property known as "Villages at Avalon Phase IV" in order to address certain conditions of approval contained in the Master Plan applicable to Villages at Avalon Phase IV approved by the Board of County Commissioners on October 10, 2017 pursuant to Resolution 2017- 167 (the "**Master Plan**").

NOW THEREFORE, the Developer hereby desires to amend the Declaration as set forth herein:

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Eighth Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Eighth Amendment and the Declaration, this Eighth Amendment shall control. Whenever possible, this Eighth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Pursuant to Condition 6 as reflected on the Master Plan, the neighborhood park as required by Hernando County's land development regulations shall be located on Tract "OS 1", Tract "OS 2", Tract "OS 3", Tract "OS 4" and Tract "OS 5" as depicted on the plat of VILLAGES AT AVALON PHASE IV to be recorded in the Public Records of Hernando County, Florida (the "**Phase IV Plat**"). The total area of Tract "OS 1", Tract "OS 2", Tract "OS 3", Tract "OS 4" and Tract "OS 5" combined is 79,761.34 sq. ft. (combined 1.83 acres), as depicted on the Phase IV Plat. The Association shall maintain the neighborhood park, located on Tract "OS 1", Tract "OS 2", Tract "OS 3", Tract "OS 4" and Tract "OS 5" as Common Area of the Association.

4. Pursuant to Condition 8 as reflected on the Master Plan, the Developer and any applicable Builder within Villages at Avalon Phase IV shall preserve the required natural vegetation as and to the extent required by Hernando County's land development regulations.

5. Pursuant to Condition 11 as reflected on the Master Plan, Florida Yards & Neighborhoods (FYN) program principles shall be used for landscaping within Villages at Avalon Phase IV.

6. Pursuant to Condition 12 as reflected on the Master Plan, a 20' wide "treed buffer" with a 6' opaque fence shall be installed and maintained along the north property line of Villages at Avalon Phase IV, and such buffer and fence shall be located on Tract "B" as depicted on the Phase IV Plat. Trees within such buffer shall be a minimum of 8' high and spaced at 30' on center at the time of planting. The opaque fence required by the Master Plan shall be located on the inside of such buffer within Tract "B" as depicted on the Phase IV Plat.

7. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

8. This Eighth Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Hernando County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Developer, has caused this Eighth Amendment to be executed by its duly authorized representative as of this 13th day of November, 2020.

WITNESSES:


Devon S. Rushnell

Print Name: Robert M. Lloyd



Print Name: _____

"DEVELOPER"

LANDBUILDER, LLC., a Florida limited liability company

By: 
Name: Devon S. Rushnell
Title: Manager/President

[Company Seal]

STATE OF FLORIDA)

COUNTY OF HIGHLAND)

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization this 13 day of November, 2020, by Devon S. Rushnell, as Manager/President of LANDBUILDER, LLC., a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].


Notary Public
Print Name: Robert M. Lloyd
My Commission Expires: 11-04-2022



JOINDER

THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (the "**Eighth Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the Eighth Amendment and does not affect the validity of the Eighth Amendment as the Association has no right to approve the Eighth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of November, 2020.

WITNESSES:


Derrick Rushnell

Print Name: Derrick Rushnell

Print Name: _____

"ASSOCIATION"

THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation

By: 

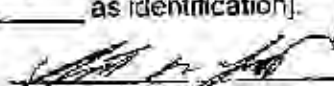
Name: Devon S. Rushnell
Title: President

[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 13 day of November, 2020, by Devon Rushnell, as President of THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation. He [is personally known to me] [has produced _____ as identification].


Notary Public

Print Name: Robert M. Lloyd
My Commission Expires: 11-01-2022

