

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Althoff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

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

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (this "**Fifth 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 1238 (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 as amended 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 593 (the "**Third Amendment**"), and as supplemented 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**"), all of which were recorded in the Public Records of Hernando County, Florida. The Original Declaration, together with the First Amendment, Second Amendment, the First Supplement, the Third Amendment, the Second Supplement and the Fourth Amendment shall hereinafter be collectively referred to as the "**Declaration**."

B. Pursuant to Section 12.3(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. Further, the Declaration provides in Section 3.2 that the Developer may subject additional land to the Declaration.

C. The Developer is a Class B Member.

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

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Fifth 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 Fifth Amendment and the Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth 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. The Developer is owner of the land legally described on Exhibit A (the "Additional Property"). The Declaration is hereby amended by the addition of the Additional Property. The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. Article X, Section 10.16 of the Declaration is hereby amended as follows:

Section 10.16 Construction Upon and Maintenance of Lots and Limited Common Areas. Construction of a permanent residence in compliance with the terms and conditions of this Declaration must be commenced on or before the date which is one (1) year following the conveyance thereof from the Developer or a residential builder to a third party. With respect to only Lots which are owned by Owners other than the Developer or any Builder, after After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property, except for any construction materials, refuse or debris during the course of construction of a residence on a Lot owned by a Builder. After conveyance of a Lot improved with a residence from the Developer or a Builder to a third party. All such Lots and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its

agents and assigns, shall have the right to enter upon any Lot which is not owned by a Builder for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot which is not owned by a Builder, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding; provided, however, the foregoing shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Developer, Builders, or their subcontractors, suppliers, consultants or agents. During construction of the dwelling or other improvement, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Except for normal construction debris on a Lot during the course of construction of a residence, construction Construction debris shall not be permitted to remain upon any Lot.

5. Article XII, Section 12.5(a) of the Declaration is hereby amended to add the following sentence at the end of Section 12.5(a):

"Notwithstanding anything contained herein to the contrary, for so long as a Builder shall own any Lot, no amendment shall in any way affect any rights, easements and/or exemptions of Builders, unless such amendment first receives the prior written consent and joinder of such affected Builder."

6. 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.

7. This Fifth 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 Fifth Amendment to be executed by its duly authorized representative as of this 30th day of ~~January, 2020~~

December, 2019.

WITNESSES:

"DEVELOPER"

LANDBUILDER, LLC, a Florida limited liability company

By: [Signature]
Name: Devon S. Rushnell
Title: Manager/President

[Company Seal]

[Signature]
Print Name: GINA M. BLAIR

[Signature]
Print Name: Pete Galbreath

STATE OF FLORIDA)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of physical presence this 30th day of December, 2019, by Devon S. Rushnell, as Manager/President of LANDBUILDER, LLC, a Florida limited liability company. He [is personally known to me] [has produced n/a as identification].

[Signature]
Notary Public GINA M. BLAIR
Print Name:
My Commission Expires:



JOINDER

THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (the "**Fifth 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 Fifth Amendment and does not affect the validity of the Fifth Amendment as the Association has no right to approve the Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of December, 2019

WITNESSES:

"ASSOCIATION"

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

By: [Signature]
Name: Devon S. Rushnell
Title: President

[Corporate Seal]

[Signature]
Print Name: GINA M. BLAIR

[Signature]
Print Name: Pete Galar

STATE OF FLORIDA)

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence this 30th day of December, 2019, 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 n/c as identification].

[Signature]
Notary Public: GINA M. BLAIR
Print Name:
My Commission Expires:

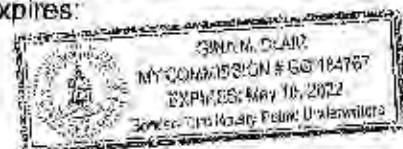


Exhibit A**Additional Property Legal Description**

A parcel of land being a portion of the East 1/2 of the West 1/2 of the Southwest 1/4 of Section 34, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of Section 34, Township 23 South, Range 18 East, Hernando County, Florida, same being the Southeast corner of the plat of EAST LINDEN ESTATES UNIT A, as recorded in Plat Book 23, Page 17, of the Public Records of Hernando County, Florida; thence N89°58'01"E, along the North line of the Southwest 1/4 of said Section 34 (being the basis of bearings for this legal description), for 666.98 feet to an East corner of Tract B-1, according to the plat of VILLAGES AT AVALON PHASE 3C, as recorded in Plat Book 42, Page 24, of the Public Records of Hernando County, Florida, same being the POINT OF BEGINNING; thence continue N89°58'01"E, along said North line of the Southwest 1/4 of Section 34, same being the East line of said plat of VILLAGES AT AVALON PHASE 3C, and the South line of the plat of VILLAGES AT AVALON PHASE 1, as recorded in Plat Book 36, Page 24, of the Public Records of Hernando County, Florida, for 666.98 feet to a West corner of said plat of VILLAGES AT AVALON PHASE 1; thence S00°04'01"W, along the West line of said plat of VILLAGES AT AVALON PHASE 1, and the East line of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 34, respectively, for 2,146.07 feet; thence leaving said East line of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 34, N89°45'22"W, for 331.09 feet to the point of intersection with the East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 34; thence N00°00'11"E, along said East line of the West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 34, for 829.73 feet to the Northeast corner of said West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 34; thence N89°53'42"W, along the North line of said West 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 34, for 232.02 feet to the Southeast corner of said plat of VILLAGES AT AVALON PHASE 3C; thence N00°03'40"W, along said East line of the plat of VILLAGES AT AVALON PHASE 3C, for 1,313.94 feet to the POINT OF BEGINNING.