

Ninth Amendment to Declaration

PREPARED BY AND RETURN TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

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

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (this "**Ninth 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 533 (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

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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 3837, Page 1950 (misnumbered) (the "**Sixth Amendment**"); and as amended by that certain Certificate of Amendment to the Declaration of Covenants and Restrictions for Avalon Village, Inc. recorded in Official Records Book 3865, Page 1364 (the "**Seventh Amendment**"); and as further amended by that certain Eighth Amendment to the Declaration of Covenants and Restrictions for Avalon Village recorded in Official Records Book 3975, Page 1341 (the "**Eighth 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 Ninth 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. The Seventh Amendment created Section 10.26 of the Declaration as set forth in the Seventh Amendment.

F. Developer desires to exempt the Exempt Property (as defined in this Ninth Amendment) from certain restrictions set forth in Section 10.26 of the Declaration, as provided herein.

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 Ninth 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 Ninth Amendment and the Declaration, this Ninth Amendment shall control. Whenever possible, this Ninth 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 Declaration is hereby amended so that the real property described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Exempt Property**") shall be exempt from the terms, conditions and restrictions of Section 10.26(b) and Section 10.26(e) of the Declaration. Notwithstanding anything contained in the Seventh Amendment or the Declaration to the contrary, Sections 10.26(b) and 10.26(e) as set forth in the Seventh Amendment shall not apply to the Exempt Property or any Owners or occupants of Lots within the Exempt Property or their successors in title. Further, except as otherwise expressly permitted by Section 720.306(1)(h), *Florida Statutes*, no amendment to the Declaration may impose any restrictions regarding

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leasing, renting, tenants or rental agreements upon any Lot within the Exempt Property without the written consent of the record title owner(s) of such Lot within the Exempt Property.

4. 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.

5. This Ninth 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]

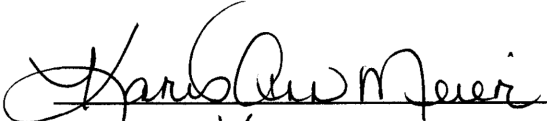
A handwritten mark, possibly a signature or initials, consisting of a stylized 'X' or 'K' shape.

IN WITNESS WHEREOF, the undersigned, being the Developer, has caused this Ninth Amendment to be executed by its duly authorized representative as of this 22 day of October, 2021.

WITNESSES:

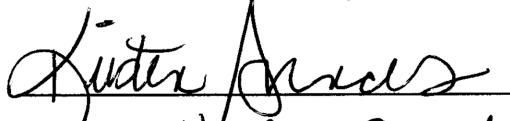
"DEVELOPER"

LANDBUILDER, LLC., a Florida limited liability company


Print Name: Karis Ann Meier

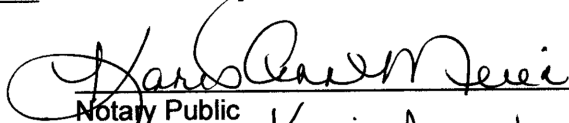
By: 
Name: Devon S. Rushnell
Title: Manager/President

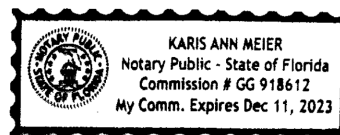
[Company Seal]


Print Name: Kristen Sanders

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before by means of ☒ physical presence or ☐ online notarization this 22 day of October, 2021, by Devon S. Rushnell, as Manager/President of LANDBUILDER, LLC., a Florida limited liability company. He [is personally known to me] [has produced Known as identification].


Notary Public
Print Name: Karis Ann Meier
My Commission Expires:



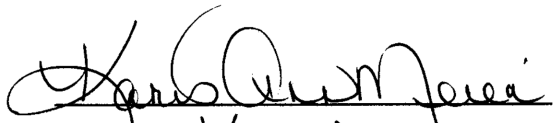
JOINDER

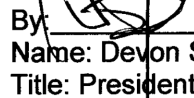
THE HOMEOWNERS' ASSOCIATION OF AVALON VILLAGE, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the NINTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE (the "**Ninth Amendment**"), to which this Joinder is attached, and the terms thereof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

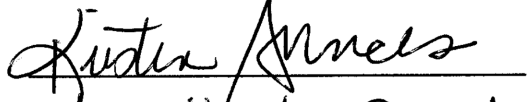
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22 day of October, 2021.

WITNESSES:**"ASSOCIATION"**

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


Print Name: Karis Ann Meier

By: 
Name: Devon S. Rushnell
Title: President

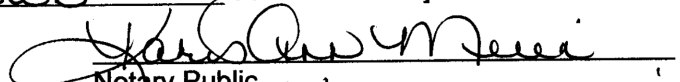

Print Name: Kristen Sanders

[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF Naratee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22 day of October, 2021, 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 known as identification].


Notary Public
Print Name: Karis Ann Meier
My Commission Expires:

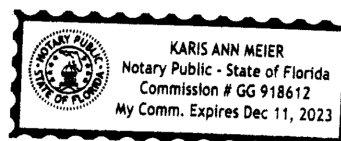


EXHIBIT A

EXEMPT PROPERTY

All real property described on the plat of VILLAGES AT AVALON PHASE IV, recorded in Plat Book 43, Page 38, of the Public Records of Hernando County, Florida, which property is more particularly described as follows:

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 23 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; THENCE N89°45'53"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 34, A DISTANCE OF 1,652.67 FEET; THENCE N00°00'02"W, A DISTANCE OF 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY LINE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE N00°00'02"W, 445.00 FEET; THENCE N89°45'45"W, A DISTANCE OF 11.18 FEET; THENCE N00°18'35"E, A DISTANCE OF 229.63 FEET; THENCE N00°04'05"W, A DISTANCE OF 299.93 FEET; THENCE N01°02'02"W, A DISTANCE OF 300.18 FEET; THENCE N89°54'48"W, A DISTANCE OF 316.00 FEET TO THE SOUTHEAST CORNER OF VILLAGES AT AVALON, PHASE 3C AS RECORDED IN PLAT BOOK 42, PAGES 24-28 OF THE PUBLIC RECORDS OF HERNANDO COUNTY FLORIDA; THENCE N00°04'50"W ALONG THE EAST LINE OF SAID PHASE 3C, A DISTANCE OF 1313.95 FEET TO A POINT ON THE EXTENSION OF THE SOUTH LINE OF BLOCK 20 OF VILLAGES AT AVALON, PHASE 1 AS RECORDED IN PLAT BOOK 36, PAGES 24-37 OF THE PUBLIC RECORDS OF HERNANDO COUNTY FLORIDA; THENCE N89°57'23"E ALONG THE SOUTH LINE OF SAID BLOCK 20, A DISTANCE OF 666.99 FEET TO THE WEST LINE OF BLOCK 19 OF SAID VILLAGES AT AVALON, PHASE 1; THENCE S00°03'54"W ALONG THE WEST LINE OF SAID BLOCK 19, A DISTANCE OF 2,146.04 FEET; THENCE S00°03'16"W, 50.00 FEET; THENCE N89°45'45"W, A DISTANCE OF 290.95 FEET; THENCE S0°00'02"E, 395.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COUNTY LINE ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N89°45'45"W, 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 27.35 ACRES MORE OR LESS.