

This instrument was prepared by
and should be returned to:
Jennifer Lawton Marquina, Esquire
BROAD AND CASSEL LLP
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

**SUPPLEMENTAL DECLARATION
OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR AVALON VILLAGE**

WHEREAS, Landbuilder, LLC, a Florida limited liability company, formerly known as Hunters Lake, LLC, a Florida limited liability company ("Developer") is the "Developer" under that certain Declaration of Covenants and Restrictions For Avalon Village recorded as Document #2005071987 in the Official Records Book 2084, Page 1236 of the Public Records of Hernando County, Florida, as amended and supplemented (the "Declaration") pursuant to that certain Assignment of Developer's Rights recorded as Instrument #2014031596 in Official Records Book 3104, Page 783 of the Public Records of Hernando County, Florida; and

WHEREAS, the Property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property") shall be designated as a Neighborhood to be known as the "Cambridge at Avalon Neighborhood" and subject to the additional covenants, terms and conditions set forth herein; and

WHEREAS, the Lots 1 through 32 of Block 11, Lots 1 through 10 of Block 12, Lots 1 through 8 of Block 13, and Lots 1 through 28 of Block 14, all of the Plat of Villages at Avalon Phase 3A recorded as Instrument #2017011128 in Plat Book 42, Page 7 of the Public Records of Hernando County, Florida (the "Lots:") within the Cambridge at Avalon Neighborhood shall be assessed Neighborhood Assessments for the cost of the special services provided to such Lots as described in this Supplemental Declaration; and

WHEREAS, the Developer is the sole owner of the Lots and the Developer has the right, pursuant to Article XIV of the Declaration, to record this Supplemental Declaration and impose the additional covenants, terms and conditions on the Lots within the Cambridge at Avalon Neighborhood; and

WHEREAS, Developer wishes to encumber the Lots with the additional covenants, terms and conditions, as specifically set forth in this Supplemental Declaration.

NOW, THEREFORE, Developer hereby declares as follows:

1. The above Recitals are incorporated herein by this reference. All terms not defined herein shall have the same meaning as set forth in the Declaration.

2. The Lots in the Cambridge at Avalon Neighborhood shall be subject to each of the following covenants, terms and conditions, which shall run with the land in the same manner as and in addition to the Declaration:

a. Covenants for Lot Maintenance:

- i. Lawn Maintenance. It shall be the duty of the Association to mow, edge, and trim the grass located on the Lot Owner's Lot, the cost of such grass maintenance on the Lot Owner's property being assumed by the Association for the benefit of the entire Cambridge at Avalon Neighborhood as if same were Exclusive Common Area, and such costs being considered with the budget as a Neighborhood Assessment. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining the grass, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining the grass. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying grass, which shall be the Lot Owner's obligation at the Lot Owner's sole expense.
- ii. Irrigation: It shall be the duty of each Owner to maintain all irrigation lines, sprinkler heads, timers and all related irrigation equipment located on and servicing a Lot at the Owners' expense. Each Lot Owner shall also be responsible for payment of any costs related to the repair and/or replacement to the irrigation system necessary as a result of any damage done to the irrigation system by the Lot Owner any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer. Each Lot Owner acknowledges that irrigation water will be provided by the Owner's potable water source at the expense of the Owner. Due to water quality and equipment, irrigation systems may cause staining on Homes and other improvements, structures or paved areas and it shall be each Lot Owners' responsibility to treat and remove any such staining. Further, the Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the written consent of the Association. The Association may provide Lot Owners with a watering schedule for the Lots in the Association's sole discretion. In the event water from irrigation systems on the watering schedule is insufficient to maintain lawns or landscaping on Lots, Lot Owners shall supplement irrigation watering or hand water. Notwithstanding the foregoing, if for any reason the grass or landscaping on a Lot dies, the Lot Owner shall promptly replace the same at the Lot Owner's sole expense.

- iii. Landscaping: The Association shall only be responsible for the maintenance of landscaping within any landscape easement or buffer or landscaping originally installed by the Developer, Builders or by the Association to comply with governmental requirements and/or original construction plans. Such maintenance shall include routine trimming of hedges only, weeding of plant beds and pruning of the landscaping and the cost of such maintenance shall be considered with the budget as a Neighborhood Assessment. Each Owner shall be solely responsible for all other maintenance of other landscaping (such as trees), any landscaping not required to be maintained by the Association or landscaping installed on the Lot for aesthetics or by the Owner. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining any landscaping in accordance herewith. Owners hereby acknowledge some landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements installed by the Developer or the Association required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying landscaping, which shall be the Lot Owner's obligation at the Lot Owner's sole expense.
- b. Designation of Exclusive Common Area. The entry gates of the Cambridge at Avalon Neighborhood shall be designated as Exclusive Common Areas of the Cambridge at Avalon Neighborhood and costs related to operation, maintenance, repair and replacement of such gates shall be a Neighborhood Assessment. The Association may establish a road reserve for the private roads within the Cambridge at Avalon Neighborhood to be funded by Neighborhood Assessments.
- c. Neighborhood Committee and Neighborhood Access Control. Sections 14.4 and 14.5 of the Declaration shall apply to the Cambridge at Avalon Neighborhood in the same manner as the Carlisle Place Neighborhood.
- d. Enforcement. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of Article XII and any other applicable provision of the Declaration. The Association shall have the right, but not the obligation, to perform any maintenance required to be performed by the Owner, after reasonable notice to the Owner of an Owner's failure to perform the maintenance with an opportunity for such Owner to comply with the maintenance requirements herein. If the Association performs maintenance which is the Owner's responsibility, the

Association shall charge the expense of the maintenance plus a 10% administrative charge of the cost of the maintenance back to the Owner as an Assessment on such Lot.

3. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in the Declaration and this Supplemental Declaration shall constitute covenants running with the Property and Lots encumbered hereby, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions thereof. The Developer may subject additional Lots to the terms and conditions of this Supplemental Declaration making such additional lots part of the Cambridge at Avalon Neighborhood by recording a supplement hereto describing such additional lots.

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration on March 8, 2017.

Landbuilder, LLC,
a Florida limited liability company

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

STATE OF FLORIDA
COUNTY OF Hillsborough

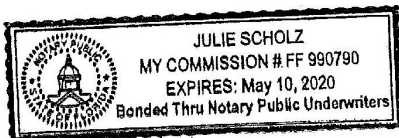
The foregoing instrument was acknowledged before me this 8 day of March, 2017, by Devon Rushnell, as President of Landbuilder, LLC, a Florida limited liability company, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

[Signature]
Notary Public (Signature)

[Signature]
(Printed Name)



JOINDER

The Homeowners' Association of Avalon Village, Inc., a not-for-profit Florida corporation, hereby approves and joins in this Supplemental Declaration of Covenants and Restrictions for Avalon Village, and agrees to be bound by the terms thereof and will comply with and perform the covenant, terms and conditions of the Supplemental Declaration.

In Witness Whereof, The Homeowners' Association of Avalon Village, Inc. has executed this Joinder on this 8th day of March, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Shawndel Kaiser

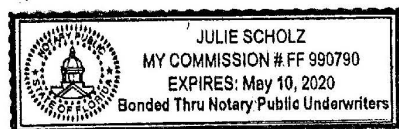
[Signature]
Name: Julie Scholz

The Homeowners' Association of Avalon
Village, Inc.

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

STATE OF FLORIDA)
) :SS.
COUNTY OF Hillsborough)

The foregoing instruction was acknowledged before me this 8 day of March, 2017, by Devon Ruchnell, as President of The Homeowners' Association of Avalon Village, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. The foregoing person is well known to me.



[Signature]
Name: Julie Scholz
Notary Public, State of Florida
at Large

My Commission Expires:

[Handwritten mark]

EXHIBIT A

The land referred to herein below is situated in the County of Hernando, State of Florida, and is described as follows:

All of the Plat of Villages at Avalon Phase 3A, according to the Plat thereof, recorded as Instrument #2017011128 in Plat Book 42, Page 7 of the Public Records of Hernando County, Florida.