

This instrument was prepared by
and should be returned to:
Jennifer Lawton Marquina, Esquire
BROAD AND CASSEL LLP
1777 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, liners 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 29, 2017.

Landbuilder, LLC,
a Florida limited liability company

By: _____

Name: Dawn S. Ruchner

Title: Vice President

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 29 day of March, 2017, by Dawn S. Ruchner, as Vice 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)

Notary Public (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 15 day of May, 2017.

Signed, sealed and delivered
in the presence of:

The Homeowners' Association of Avalon
Village, Inc.

Name: [Signature]

By: [Signature]

Name: [Signature]
Title: President

Name: [Signature]

STATE OF FLORIDA

SS.

COUNTY OF Hillsborough

The foregoing instruction was acknowledged before me this 15 day of March, 2017, by [Signature] 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.



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

My Commission Expires:

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.

PREPARED BY & RETURN TO:
ALBERT C. KREISCHER, JR.
FUENTES & KREISCHER, P.A.
1407 W. BUSCH BLVD.
TAMPA, FL 33612

THIS DOCUMENT IS BEING RE-RECORDED IN HERNANDO COUNTY, FLORIDA.

Recorded Electronically
O.R. Book 25153 Page 1317
Hillsborough County, Florida
Date: 8/9/17 Time: 12:25pm
Fuentes and Kreischer, P.A.
813-933-8847

**SUPPLEMENTAL DECLARATION AND AMENDMENT TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR AVALON VILLAGE**

THIS SUPPLEMENTAL DECLARATION AND AMENDMENT is made this 9 day of August, 2017 by **Landbuilder, LLC**, a Florida limited liability company ("Declarant").

WHEREAS, Declarant is the owner of certain real property described as Villages at Avalon Phase 3B-1, as recorded at Plat Book 42, Page 15 through 19 of the Public Records of Hernando County, Florida (the "Property");

WHEREAS, Declarant has previously recorded that certain Declaration of Covenants and Restrictions for Avalon, recorded at Official Records Book 2084, Page 1236 as amended in Official Records Book 2084, Page 1337, Official Records Book 2145, Page 268, and Official Records Book 2511, Page 599, all of the Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Declarant is the assignee of the Developer's Rights, including all rights and interest as Declarant under the Declaration, by virtue of an Assignment of Developer's Rights recorded in Official Records Book 3104, Page 783, of the public records of Hernando County, Florida;

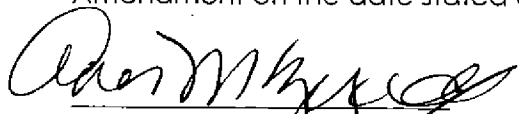
WHEREAS, the Declaration provides in Article X, Section 10.21, for the annexation of additional property to the property described in the Declaration by the filing of an amendment to the Declaration by the Declarant declaring such annexed lands to be subject to the provisions of the Declaration; and

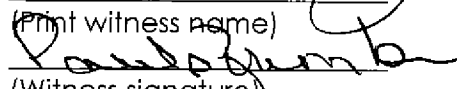
WHEREAS, the Declarant intend to make the Property described above part of Avalon Village, subject to the Declaration; and

NOW, THEREFORE, the Declarant and Owner hereby declare that the Property described as Villages at Avalon Phase 3B-1, as recorded at Plat Book 42, Page 15 through 19 of the Public Records of Hernando County, Florida, shall be held, sold and conveyed subject to the Declaration, as amended and supplemented, which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

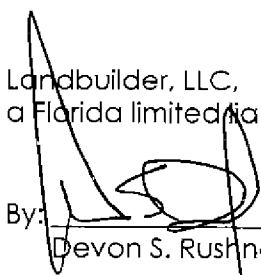
IN WITNESS WHEREOF, the Declarant has executed this Supplemental Declaration and

Amendment on the date stated above.


(Witness signature)
Ann M. Zyndorf

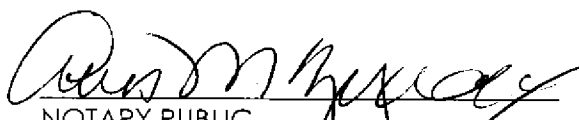

(Print witness name)
Paula Zoumberos
(Print witness name)

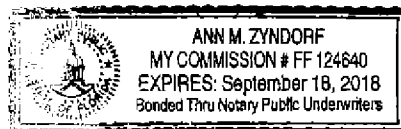
Landbuilder, LLC,
a Florida limited liability company

By: 
Devon S. Rushnell, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2 day of August, 2017, by Devon S. Rushnell, President of Landbuilder, LLC, who is personally known to me or who has produced _____ as identification.

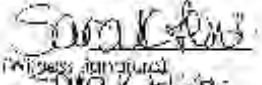
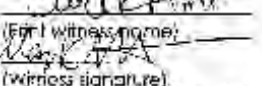
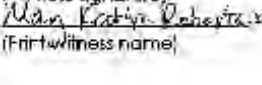

NOTARY PUBLIC
My Commission Expires: _____

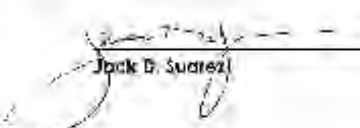


Consent and Joinder
To
Declaration of Covenants and Restrictions
For Avalon Village

The undersigned, Jack B. Suarez, being the owner and holder of that certain Mortgage executed by Landbulls, LLC, a Florida limited liability company, formerly known as Suncoy Lakes LLC, a Florida limited liability company to Jack Suarez (the "Lender"), recorded in Official Records Book 2684, Page 1832, modified in Official Records Book 3375, Page 728, of the public records of Hillsborough County, Florida, hereby consents to and joins in the Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 2684, Page 1286, as amended in Official Records Book 2684, Page 1667, Official Records Book 2684, Page 268, and Official Records Book 2575, Page 599, all of the Public Records of Hillsborough County, Florida (the "Declaration"). The Lender hereby consents to the terms of the Declaration and the covenants, restrictions, covenants and conditions contained therein, all of which shall be appurtenant to the Property and shall be deemed to run with the land. The Consent and Joinder shall be binding upon and inure to the benefit of all parties having any right, title or interest in the Property, their respective heirs, successors and assigns, as their respective interests may appear.

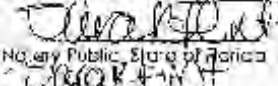
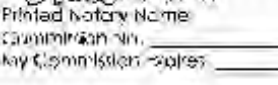
IN WITNESS WHEREOF, the Joinder and Consent is executed by the undersigned this 27th day of July, 2017.


(First witness name)

(First witness name)

(First witness name)


Jack B. Suarez

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 31st day of July 2017 by Jack B. Suarez, who was personally known to me and who presented _____ as identification.


Notary Public, State of Florida

Printed Notary Name
Commission No. _____
My Commission Expires _____

