

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE HUNTER'S RIDGE SUBDIVISION
VOLUSIA COUNTY/FLAGLER COUNTY, FLORIDA, ET AL.,

WHEREAS, Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation, Hunter's Ridge Golf Company, Inc., a Florida corporation, and Hunter's Ridge Timber Company, Inc., a Florida corporation, as tenants in common (hereinafter collectively referred to as "Hunter's Ridge Corporations,") are the current Developer of the Hunter's Ridge Subdivision;

WHEREAS, the Hunter's Ridge Corporations are the predecessor developer of Georgia-Pacific Investment Company, an Oregon corporation, and the Original Developer of the Subdivision, the FLA-GA Venture Group, a Florida general partnership (hereinafter the foregoing developers are inclusively and collectively referred to as the "Developer").

WHEREAS, on the 24th day of April, 1990 the Developer recorded the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida et al. at Official Records Book 3457, Pages 1623-1676, Public Records of Volusia County, Florida; recorded the first Amendment to said Declaration at Official Records Book 3600, Pages 1212-1217, Public Records of Volusia County, Florida; recorded the Seconded Amendment to said Declaration at Official Records Book 3710,, Pages 3559-3561, Public Records of Volusia County, Florida; recorded the Third Amendment to said Declaration at Official Records Book 3771, Pages 3128-3132, Public Records of Volusia County, Florida; recorded the Fourth Amendment to said Declaration at Official Records Book 4031, Pages 1727-1733, Public Records of Volusia County, Florida; recorded the Fifth Amendment to said Declaration at Official Records Book 4067, Pages 2967-2969, Public Records of Volusia County, Florida; recorded the Sixth Amendment to said Declaration at Official Records Book 4160, Page 4276, Public Records of Volusia County, Florida; recorded the Seventh Amendment to said Declaration at Official Records Book 4286, Page 4436, Public Records of Volusia County, Florida; ; first Eighth Amendment recorded in Official Records Book 4318, Page 2093, Public Records of Volusia County, Florida; recorded second Eighth Amendment to said Declaration at Official Records Book 4551, Page 1550, Public Records of Volusia County, Florida **(this amendment was mistakenly titled the "Eighth Amendment" and shall be hereinafter referred to in any future documentation as the "second Eighth Amendment")**; recorded the Ninth Amendment to said Declaration at Official Records Book 5099, Page 3685, Public Records of Volusia County, Florida; and recorded the Tenth Amendment to said Declaration at Official Records Book 5259, Page 589, Public Records of Volusia County, Florida.

WHEREAS, pursuant to Article V, Section 5.1 of said Declaration, the Developer has the right to amend, modify or rescind such parts of the Declaration as it, in its sole discretion, deems necessary or desirable as long as such amendment, modification or rescission does not substantially change the character, nature or general scheme of development of the Subdivision; and

WHEREAS, the Developer has determined it is desirable to amend and modify portions of said Declaration of Covenants and Restrictions in a manner which does not substantially change the character, nature or general scheme of development of the Subdivision as provided herein below:

1. Exhibit "A" to the Declaration of Covenants and restrictions for the Hunter's Ridge Subdivision, as amended by prior amendments to the said Declaration of Covenants and Restrictions, is again amended by adding the legal description of Westland Village Phase I of Hunter's Ridge Subdivision as recorded in Map Book 51, Pages 34 through 36, Public Records of Volusia County, Florida, said legal description being attached hereto as Exhibit "A" and incorporated herein ("Westland").
2. No residential dwelling unit having less than 1400 square feet of living area shall be constructed in Westland Village, Phase I, of Hunter's Ridge Subdivision.
3. Article II is hereby amended by adding to Section 2.1 the following language immediately after that language which was previously added to Section 2.1 by the Tenth Amendment to Declaration and Restrictions:

"Notwithstanding any of the minimum square footage requirements described above, the minimum square footage requirements for Westland Village, Phase 1, of Hunter's Ridge Subdivision are 1,400 square feet of enclosed living area for residential dwelling units and 400 square feet of enclosed area for garages. No garage door less than 16 feet wide shall be constructed in Westland Village, Phase 1, of Hunter's Ridge Subdivision except, however two nine foot (9') wide garage doors will be allowed in lieu of a single 16 foot wide garage door. This change in the minimum square footage requirements for residential dwelling units and garages and to garage door size requirements only apply to lots in Westland Village, Phase 1, of Hunter's Ridge Subdivision."

4. The first sentence of Section 2.7 of Article II of the Declarations of Covenants and Restrictions is hereby deleted and replaced with the following sentence:

2.7. Owner Maintenance. All owners shall keep landscaped portions of their Lots, including but not limited to that portion of any Lot lying between a fence line and the abutting Lot line or lying between the curb of a street within the Subdivision and the Lot line, well maintained, free of disease, bugs and in a presentable condition, and shall not permit thereon any unsightly growth, weeds, or underbrush.

5. Article VII is amended by adding the below quoted text as subsection (j) immediately preceding the last paragraph of Section 7.5, as amended:

(j) There shall be set aside a permanent vegetative natural buffer ("Buffer") 25 feet in width, over that portion of the property shown on the plat recorded in Map Book 51, Pages 34-36 Public Records of Volusia County, Florida, as vegetative natural buffer/conservation easement. This Buffer extends across and over lot numbers 1 through 45 in Westland Village, Phase 1, and as shown in common areas on the plat thereof. This buffer is a part of the surface water management system permitted by the St. Johns River Water Management District ("SJRWMD"). The purpose of this buffer is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Buffer: filling or excavation, planting, sodding or removing vegetation, irrigation, or construction of fences, which impede the flow of surface water. No Alteration of the Buffer shall be permitted or authorized without prior written authorization from the SJRWMD. Any damage to any buffer whether caused by natural or human induced phenomena, shall be repaired and the buffer returned to its former condition as soon as possible by the owner(s) of the Lot(s) upon which the Buffer is located.

Seamax of Hunter's Ridge, LLC ("Owner"), the owner of Westland Village, Phase I, shall install signs, mounted on concrete pillars or pressure-treated wood posts at the boundary of the Buffer and each Lot stating the following: "Vegetated Natural Buffer Area. No dumping, land-clearing, or other disturbance to native soils or vegetation permitted beyond this point. Call the St. Johns River Water Management District for further information regarding this habitat." The Owner shall maintain the Buffer and the signs in a manner consistent with St. Johns River Water Management District requirements."

6. Article IV, Section 4.3 is hereby amended by adding the following paragraphs:

Assessments on each lot shall not be due on the lots within Westland Village, Phase I, of the Subdivision of Hunter's Ridge Subdivision until the earlier of:

- (a) One year from the date of Certificate of Occupancy by the City of Ormond Beach, of each Phase of internal development of Westland Village, including without limitation, roads, drainage, electrical, telephone, cable television, sewer and water services, sidewalks, street and traffic control signs and landscaping and irrigating common areas by the City of Ormond Beach; or
- (b) Upon the transfer of any of the Lots or any residential dwelling(s) within Westland Village, Phase I, by Seamax of Hunter's Ridge, LLC or a General Contractor to a third party.

At the time the assessments are made against the lot or dwelling unit as stated hereinabove in paragraph (a) or (b), the owner of any such lot or dwelling unit shall immediately become a member of the Association and entitled to vote in accordance with the terms and conditions set forth in the Hunter's Ridge Covenants and Restrictions.

Until such time as assessments are made against the lot or dwelling unit as stated hereinabove in paragraph (a) or (b), the Owner shall be solely responsible for the following: installation and maintenance of any and all trees, shrubbery, plants, and flowers; install and maintain the entry signage in good repair and clean condition; install and maintain any and all landscaping including but not limited to, sprinkler systems, mowing, weeding, and trimming of all common areas; construction and maintenance of all road easements including the front six feet (6') of each lot and drainage swales or systems; and monitoring and maintaining any and all wetlands and ponds. The Association shall have no obligation to maintain any portion of the property in Westland Village, Phase I, of the Hunter's Ridge Subdivision, until such time as the assessments are made and collected as provided hereunder.

If, in the sole opinion of the Developer, the property within Westland Village, Phase I, is not maintained as set forth above, in accordance with the standards for the Subdivision, then the Owners Association may undertake whatever landscaping work or such other work as is needed to meet the standards of the Subdivision. The Owners Association shall have a lien against Westland Village, Phase I, or that portion owned by the Owners for the full costs and expense of such work. Such lien shall be perfected and enforced in the same manner as any of the Owners Association's other liens.

7. Except as specifically amended hereinabove or in the first eleven **(including the second Eighth Amendment)** amendments to Declaration of Covenants and Restrictions reference above, the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida, et al., are unchanged and remain in full force and effect. In the event of a conflict between any provision of this Eleventh Amendment and any provision of the prior Amendments, the provision of this Eleventh Amendment shall prevail.

DEVELOPER:

WITNESSES:

Chunping
YOUNG CHIA
Teri Mesberger
Teri Mesberger

Hunter's Ridge Residential Golf
Properties, Inc. a Florida Corporation

By: [Signature]
Date: 7/29/04

WITNESSES:

Chunping
YOUNG CHIA
Teri Mesberger
Teri Mesberger

Hunter's Ridge Golf Company, Inc.
a Florida Corporation

By: [Signature]
Date: 7/29/04

WITNESSES:

Chunping
YOUNG CHIA
Teri Mesberger
Teri Mesberger

Hunter's Ridge Timber Company, Inc.
a Florida Corporation

By: [Signature]
Date: 7/29/04

STATE OF _____
COUNTY OF _____

SEE ATTACHED CERTIFICATE
DATE 7/29/04 NOTARY INITIALS SBM

I HEREBY CERTIFY THAT I am an Officer duly authorized in the State and County aforesaid to take acknowledgements and that on this day personally appeared before me _____ as President of the Hunter's Ridge Corporations, well known to me to be the _____ of Hunter's Ridge Subdivision, and that he executed the above referenced documents freely and voluntarily under authority duly vested in him by said corporation.

WITNESS MY HAND AND OFFICAL SEAL in the County and State aforesaid this _____ day of _____ 2004.

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION - WESTLAND VILLAGE PHASE I:

BEGIN AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 14 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 01 DEGREES 36 MINUTES 29 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 1813.40 FEET; THENCE DEPARTING SAID EAST SECTION LINE NORTH 81 DEGREES 21 MINUTES 30 SECONDS WEST, A DISTANCE OF 307.16 FEET; THENCE SOUTH 55 DEGREES 03 MINUTES 01 SECONDS WEST, A DISTANCE OF 53.42 FEET; THENCE SOUTH 17 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 193.36 FEET; THENCE SOUTH 40 DEGREES 56 MINUTES 53 SECONDS WEST, A DISTANCE OF 116.45 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 40 (A 200 FOOT RIGHT-OF-WAY); THENCE ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 48 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 696.08 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY NORTH 40 DEGREES 54 MINUTES 19 SECONDS EAST, A DISTANCE OF 373.02 FEET; THENCE NORTH 02 DEGREES 33 MINUTES 21 SECONDS WEST, A DISTANCE OF 1297.65 FEET TO THE NORTH LINE OF SAID SECTION 28; THENCE ALONG THE NORTH LINE OF SAID SECTION 28, NORTH 87 DEGREES 27 MINUTES 06 SECONDS EAST, A DISTANCE OF 771.37 FEET TO THE POINT OF BEGINNING.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

ss.

On

7/29/04

Date

before me,

Terri G. Meisberger

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Allan Feter

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Terri G. Meisberger
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Elevated Agreement

Document Date:

7/29/04

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Allan Feter

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

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