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**TWELFTH 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 24<sup>th</sup> 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; and recorded Eleventh Amendment to said Declaration at Official Records Book 5373, Page 958, 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, is hereby amended by adding the legal description of Deer Creek, Phase One of Hunter's Ridge Subdivision as recorded in Map Book 54, Pages 12 through 23, Public Records of Volusia County, Florida, said legal description being attached hereto as Exhibit "A" and incorporated herein ("Deer Creek Phase One").
2. No residential dwelling unit shall be constructed having less than 1,500 square feet of living area on the 80 +/- foot wide lots within Deer Creek Phase One of Hunter's Ridge Subdivision.
3. Article II is hereby amended by adding to Section 2.1 the following language immediately preceding the last paragraph of Section 2.1, as amended):

"Notwithstanding any of the minimum square footage requirements described above, the minimum square footage requirements for Deer Creek Phase One, of Hunter's Ridge Subdivision will be 1,500 square feet of enclosed living area for residential dwelling units on 80 +/- foot wide lots together with 450 square feet of enclosed area for garages. No garage door less than 16 feet wide shall be constructed in dwelling units on 80 +/- foot wide lots in Deer Creek Phase One, of Hunter's Ridge Subdivision except, however two eight foot (8') wide garage doors will be allowed in lieu of a single 16 foot wide garage door. These changes in the minimum square footage requirements for residential dwelling units, garages and to garage door size requirements only apply to lots 210 through 257 in Deer Creek Phase One, of Hunter's Ridge Subdivision.

4. 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") 10 feet in width, over that portion of the property shown on the plat recorded in Map Book 54, Page 1223, Public Records of Volusia County, Florida, as vegetative natural buffer/conservation easement. This Buffer extends across and over lot numbers 217 through 221 and 244 through 254 in Deer Creek Phase One, and as shown in the back slope easement 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

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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.

KB Home Gold Coast LLC ("Owner"), the owner of Deer Creek Phase One, 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."

5. 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 Deer Creek Phase One, 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 Deer Creek Phase One, 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 Deer Creek Phase One, by KB Home Gold Coast 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 Deer Creek Phase One, 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 Deer Creek Phase One, 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 Deer Creek Phase One, 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.

6. Except as specifically amended hereinabove or in the first twelve (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 Twelfth Amendment and any provision of the prior Amendments, the provision of this Twelfth Amendment shall prevail.

DEVELOPER:

WITNESSES:

Andrew M. Smith  
Jason Zind

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

By: [Signature]  
Allan Feker, President

Date: Sept. 29, 06  
SEE ATTACHED CERTIFICATE

DATE 09/29/06 NOTARY INITIALS [Signature]

WITNESSES:

Andrew M. Smith  
Jason Zind

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

By: [Signature]  
Allan Feker, President

Date: Sept. 29, 06  
SEE ATTACHED CERTIFICATE

DATE 09/29/06 NOTARY INITIALS [Signature]

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WITNESSES:

*Andrew Smith*  
*Jason Zid*

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

By: *Allan Feker*  
Date: Sept 24, 06

SEE ATTACHED CERTIFICATE  
DATE 09/24/06 NOTARY INITIALS *af*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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 Allan Feker as President of the Hunter's Ridge Residential Golf Properties, Inc., President of Hunter's Ridge Golf Company, Inc., and President of Hunter's Ridge Timber Company, Inc., Corporations, who is well known to me to be the Developer of Hunter's Ridge Subdivision, and that he executed the above referenced documents freely and voluntarily under authority duly vested in him by said corporations.

WITNESS MY HAND AND OFFICAL SEAL in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

\_\_\_\_\_  
Notary Public

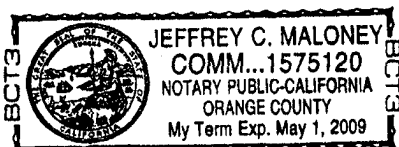
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of OrangeOn 09/29/06 before me, Jeffrey Maloney, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Allan Feker  
Name(s) of Signer(s)☐ personally known to me☒ (or 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.

Place Notary Seal Above

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: Amendment to DeclarationDocument Date: 09/29/06 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
 Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ 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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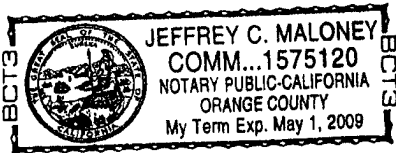
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Page: 4234

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of OrangeOn 09/29/06 before me, Jeffrey Maloney, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Allan Feker  
Name(s) of Signer(s)☐ personally known to me☒ (or 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

Place Notary Seal Above

Signature of Notary Public

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Signer Is Representing: \_\_\_\_\_

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☐ Corporate Officer — Title(s): \_\_\_\_\_  
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☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**  
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 Diane M. Matousek  
 Volusia County, Clerk of Court

# **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

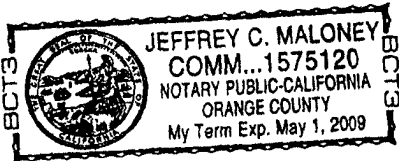
State of California

County of Orange

On 09/29/06 before me, Jeffrey Maloney, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
 personally appeared Allan Feker  
Name(s) of Signer(s)

☐ personally known to me

☒ (or 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.

Place Notary Seal Above

Signature of Notary Public

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Signer Is Representing: \_\_\_\_\_

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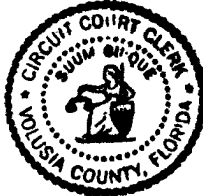
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☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here



**STATE OF FLORIDA, VOLUSIA COUNTY**  
 I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office. This

17th day of November 09  
 Clerk of Circuit and County Court

By C. C. C.  
 Deputy Clerk