

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

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; and,

WHEREAS, The Hunter's Ridge Corporations are the successor 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"); and,

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 Second 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; recorded the Tenth Amendment to said Declaration at Official Records Book 5259, page 589, Public

Records of Volusia County, Florida; and recorded the Eleventh Amendment to said Declaration at Official Records Book 5373, page 958, Public Records of Volusia County, Florida; and recorded the Twelfth Amendment to said Declaration at Official Records Book 5976, page 4228, Public Records of Volusia County, Florida; and the Thirteenth Amendment to said Declaration at Official Records Book 6159, page 2886, Public Records of Volusia County, Florida; and recorded the Fourteenth Amendment to said Declaration at Official Records Book 6192, page 1130, Public Records of Volusia County, Florida; and the Fifteenth Amendment to said Declaration at Official Records Book 6225, page 1958, Public Records of Volusia County, Florida; and,

WHEREAS, the Hunter's Ridge Corporations caused to be recorded in the Public Records of Flagler County, Florida the aforescribed Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision Volusia/Flagler County, Florida and Amendments First through Eleventh inclusive at Official Records Book 451, page 0909 and Official Records Book 1512, page 1642, all of the Public Records of Flagler County, Florida; and,

WHEREAS, the Hunter's Ridge Corporations subsequently caused Amendments Twelfth through Fifteenth inclusive to be recorded at Official Records Book 1751, page 1511, of the Public Records of Flagler County, Florida; and,

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, Ashford Lakes Estates, LLC ("Company") is the record title owner of real property more particularly described on Exhibit A, and said real property is located within the Hunter's Ridge Subdivision and said Company desires that said real property be incorporated within the Subdivision; and,

WHEREAS, for the purpose of this Sixteenth Amendment, both Company and the previously described Hunter's Ridge Corporations shall be referred to herein as the "Developer"; and,

WHEREAS, the previously described Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision Volusia County/Flagler County, Florida and all Amendments thereto as recorded in Volusia County and Flagler County, Florida shall be referred to herein as "Declaration of Covenants and Restrictions"; 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. Exhibit "A" to the Declaration of Covenants and Restrictions, as amended by prior amendments to the said Declaration of Covenants and Restrictions, is again amended by adding the legal description of Ashford Lakes Estates as recorded in Map Book 37, pages 42 through 49, Public Records of Flagler County, Florida, said legal description being attached hereto as Exhibit "A" and incorporated herein ("Ashford Lakes Estates").

2. Size. No residential dwelling unit having less than 2,500 square feet of living area shall be constructed in Ashford Lakes Estates.

3. Article II. 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 **Fifteenth** Amendment to Declaration and Restrictions:

"Notwithstanding any of the minimum square footage requirements described above, the minimum square footage requirements for Ashford Lakes Estates are 2,500 square feet of enclosed living area for residential dwelling units and 450 square feet of enclosed area for garages. This change in the minimum square footage requirements for residential dwelling units and garages applies only to lots in Ashford Lakes Estates."

4. Irrigation System. All lots in Ashford Lakes Estates must connect to the irrigation system provided by the Developer for use by the lots in Ashford Lakes Estates. The connection fee paid to Company is \$1,500.00. No lot and/or home may have a separate irrigation well. Irrigation wells are prohibited except as may have been provided by the Developer.

5. Sidewalks. Lot numbers 21, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 75, 76 and 77 in Ashford Lakes Estates, must provide sidewalks in accordance with governmental regulations and as specified by the Developer. Lot numbers 46 and 52 must provide sidewalks on the two sides of the property that face streets as they are corner lots. The owner of the property on June 1, 2014 must construct and pay for the sidewalk if not already completed. If the owner fails to complete the sidewalk, the Owners Association will construct the sidewalk and collect all costs associated therewith from the Lot Owner as of June 1, 2014. If the owner does not pay the cost, the expense will become a lien on the Owner's lot and pursued and collected by the Owners Association in the same manner as all other liens.

6. Finished Floor. All finished floor elevations and finished lot grading must be completed as provided in approved construction plans.

7. Article VII. 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”) 15 feet in width, over that portion of the property shown on the plat recorded in Map Book 37, page 42, Public Records of Flagler County, Florida, as vegetative natural buffer/conservation easement. This Buffer extends across and over lot numbers, 3, 4, 5, 6, 7, 8, 9, 10, 14, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 34, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 and 77, in Ashford Lakes Estates, and as shown in common areas on the plat thereof. The 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; therefore, the area must be maintained with a dense vegetative cover. Filling and replacement of impervious surface (other than fencepost) are prohibited within the Buffer. No alteration of the Buffer shall be authorized without the 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.

Company 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 vegetations 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.”

8. Assessments. Article IV, Section 4.3 is hereby amended by adding the following paragraph:

Assessments on each lot shall not be due on the lots within Ashford Lakes Estates until the earlier of :

- (a) One year from the date of Certificate of Occupancy or Certificate of Completion by Flagler County regarding all infrastructural improvements for Ashford Lakes Estates, 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; or,
- (b) When 50% of all lots in Ashford Lakes Estates are transferred to a third party;

- (c) Provided however, that upon the transfer of a lot or lot with a residential dwelling within Ashford Lakes Estates, by Company to a third party, that lot shall thereafter be subject to assessments.

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 Declaration of 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 Company and/or Owner shall be solely responsible for the following: installation and maintenance of any and all tress, 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 Owners Association shall have no obligation to maintain any items listed above in Ashford Lakes Estates, until such time as the assessments are made and collected as provided hereunder.

If, in the sole opinion of the Developer, the property within Ashford Lakes Estates, 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 need to meet the standards of the Subdivision. The Owners Association shall have a lien against Ashford Lakes Estates, 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.

9. Affiliate Homeowners Association. Developer may create an affiliate Owners Association solely for the purpose of managing that portion of Hunter's Ridge Subdivision located within Flagler County, Florida. As a result of the Development Order, Interlocal Agreement and other agreements incident to Hunter's Ridge Subdivision, the management of the Subdivision located within Ormond Beach, Florida, Volusia County, Florida, and Flagler County, Florida may differ due to different funding mechanism and responsibilities and other matters. If Developer determines to create an affiliate Owners Association, Exhibit A shall be subject to said Affiliate Owners Association automatically upon the recording of a notice in the Public Records of Volusia County and Flagler County, Florida by Developer creating said Affiliate Owners Association. Thereafter, all Owners of property located within Exhibit A ("Exhibit A Owners") and all common areas of Exhibit A shall be subject to, and be a Member of, the Affiliate Owners Association. No additional consent of any Exhibit A Owners or

Mortgage Holders shall be deemed necessary. Upon recording of said notice, the Affiliate Owners Association shall notify all Exhibit A Owners and Mortgage Holders by US mail at the address provided in the detail sheet on record with the Flagler County Property Appraisers Office. The Secretary of the Affiliate Owners Association shall prepare an affidavit and file same with the corporate records and record same in the Public Records of Volusia County and Flagler County, Florida stating that the terms and conditions of this paragraph have been fulfilled whereupon all Exhibit A Owners and Mortgage Holders so notified by US mail shall be deemed Members of the Affiliate Owners Association and all subsequent Exhibit A Owners shall thereafter be Members of the Affiliate Owners Association. Developer may further determine that the real property described as Exhibit A shall be managed exclusively by an Affiliate Owners Association or in part by the existing Hunter's Ridge Subdivision Owners Association and in part by the Affiliate Owners Association. The US mail notice shall so provide.

10. MSTU/CDD. The present governmental funding mechanism for services provided by Flagler County is a Municipal Services Taxing Unit (MSTU) system. The Flagler County Property Appraisers Office and Tax Collectors Office shall provide a separate line item for specific costs attributed to Ashford Lakes Estates which will be invoiced and collected by the Flagler County Taxing Authorities and provided to the entity furnishing the necessary services. The Developer may determine, in the future, to utilize a Community Development District for these same purposes. If the Developer determines to utilize a Community Development District for the purpose of providing certain services to the Ashford Lakes Estates and Hunter's Ridge Subdivision located in Flagler County, Florida, the property identified in Exhibit A shall immediately be subject to the Community Development District system upon the creation of the Community Development District and its acceptance by Flagler County. Regarding any expenses that are not project specific within Hunter's Ridge Subdivision, the determination of the Board of Directors is final and applicable prorata costs shall be paid by each Lot Owner accordingly. Services provided to Exhibit A property may be funded, in whole or in part, through the Municipal Services Taxing Unit system; and/or a Community Development District; and/or the Owners Association and/or an Affiliate Owners Association. Regardless of the funding mechanism used, Exhibit A shall be subject to the terms thereof and shall remit accordingly as may be determined by Flagler County and/or the Developer and/or the Owners Association and/or the Affiliate Owners Association.

12. Utilities. Developer has provided the necessary infrastructure to furnish utilities to Exhibit A property. Electricity is provided by Florida Power and Light. Cable, telephone, internet and other similar services are available through AT&T or Brighthouse Networks. Water and sewer services are provided directly by the City of Ormond Beach, Volusia County, Florida. The water and sewer charges will be billed to all Exhibit A Owners by the City of Ormond Beach, Florida. Exhibit A Owners are responsible for all connection fees, deposits, impact fees, water tap fees, sewer tap fees or any other fees, costs or charges as may be collected by a service provider.

13. Street Lights. All street lights have been installed by the Developer. Ashford Lakes Estates is serviced by street lights installed on roads providing access to Ashford Lakes Estates and located within the Hunter's Ridge Subdivision. Exhibit A Owners are responsible for their prorata costs of the repair, maintenance and replacement of street lights both within Ashford Lakes Estates and the Hunter's Ridge Subdivision together with the allocable prorata costs of electricity associated with the operation of said street lights. The Owners Association will maintain, repair and replace all said street lights and will pay the costs of the electricity and said charges will be a portion of the assessment collected by the Owners Association from Exhibit A Owners.

14. Fountains. All ponds and fountains located within Ashford Lakes Estates will be maintained, repaired and/or replaced by the Owners Association and Exhibit A Owners shall pay their prorata costs associated therewith.

15. Roads. Roads within Ashford Lakes Estates are dedicated to Flagler County, but are maintained by the Owners Association. The Owners Association may maintain a separate capital reserve fund for road maintenance and/or may levy special assessments as the Owners Association may deem necessary for the maintenance, repair and replacement of all roads within Ashford Lakes Estates. Further, any roads within Flagler County and within the Hunter's Ridge Subdivision providing general access to the Flagler County communities located within Ashford Lakes Estates may be included, on a prorata basis, in the road maintenance charge paid by Exhibit A Owners.

16. Stormwater System. The stormwater management system shall be maintained, repaired and replaced by the Owners Association and the Exhibit A Owners shall pay for this service through their assessment.

17. Landscape/Irrigation. As elsewhere provided, no private irrigation wells are permitted in Ashford Lakes Estates. The lawn and landscaping irrigation system shall be maintained, repaired and replaced by the Owners Association and operated by the Owners Association. If the Owners Association determines to allocate certain specific times to Lot Owners wherein the irrigation system is available for lawn and landscaping irrigation, Lot Owners shall comply with the times designated by the Owners Association. All costs of maintenance, repair and replacement of the irrigation system shall be included within the assessments to Exhibit A Owners.

18. General Assessments. Ashford Lakes Estates is included within the Hunter's Ridge Subdivision and Exhibit A Owners are subject to the Owners Association. The fees, costs and charges identified above are demonstrative, but not inclusive, and Exhibit A Owners shall be subject to the assessments as may be reasonably determined by the Owners Association from time to time.

19. Incorporation. Except as specifically amended hereinabove or in the Amendments (including the second Eighth Amendment) to the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida, the Declaration of Covenants and Restrictions are unchanged and remain in full force and effect. In the event of a conflict between any provision of this Sixteenth Amendment and any provision of the prior Amendments, the provision of this Sixteenth Amendment shall prevail.

DEVELOPER:

WITNESSES:

Lynne Russell Lynne Russell
Printed Name:
SAM MERRILL
Printed Name:

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

By: [Signature]
Allan Feker, President

Date: 4/20/2010

WITNESSES:

Lynne Russell Lynne Russell
Printed Name:
SAM MERRILL
Printed Name:

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

By: [Signature]
Allan Feker, President

Date: 4/20/2010

WITNESSES:

Lynne Russell Lynne Russell
Printed Name:
SAM MERRILL
Printed Name:

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

By: [Signature]
Allan Feker, President

Date: 4/20/2010

WITNESSES:

[Signature]
Printed Name: Jeffrey C. Sweet

[Signature]
Printed Name: Carolyn A. Dillon

[Signature]
Printed Name: Jeffrey C. Sweet

[Signature]
Printed Name: Carolyn A. Dillon

Ashford Lakes Estates, LLC, a Florida
limited liability company

By: [Signature]
Stephen J. Thompson, Manager

Date: 3/18/10

By: [Signature]
Anthony T. DiNizo, Jr., Manager

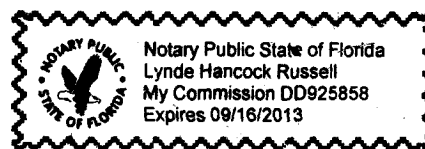
Date: 3/18/10

STATE OF Florida
COUNTY OF Volusia

I HEREBY CERTIFY THAT I am an Officer duly authorized in the State and
County aforesaid to take acknowledgments and that on this day personally
Appeared before me Allan Feker as President of Hunter's Ridge Corporations, 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 corporation.

WITNESS MY HAND AND OFFICIAL SEAL in the County and State
aforesaid this 20th day of April, 2010.

[Signature]
Notary Public



STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY THAT I am an Officer duly authorized in the State and County aforesaid to take acknowledgments and that on this day personally Appeared before me Stephen J. Thompson and Anthony T. DiNizo, Jr. as Managers of Ashford Lakes Estates, LLC, well known to me to be the Managers of Ashford Lakes Estates, LLC, and that they executed the above referenced documents freely and voluntarily under authority duly vested in them by said corporation.

WITNESS MY HAND AND OFFICIAL SEAL in the County and State aforesaid this 18th day of March, 2010.

Carolyn Ann Dillon
Notary Public



DEDICATION AND RESERVATION:

KNOW ALL MEN BY THESE PRESENTS THAT ASHFORD LAKES ESTATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, LICENSED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON, BEING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, SHOWN HEREON AS (ASHFORD LAKES ESTATES), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 88°21'59" WEST, ALONG THE SOUTH LINE OF SAID SECTION 22, A DISTANCE OF 225.32 FEET; THENCE DEPARTING SAID LINE RUN NORTH 01°09' 05" WEST, A DISTANCE OF 160.04 FEET; THENCE DEPARTING SAID LINE SOUTH 88°21'42" WEST, A DISTANCE OF 177.90 FEET; THENCE NORTH 33°30'31" WEST, A DISTANCE OF 741.80 FEET; THENCE SOUTH 88°18'30" WEST, A DISTANCE OF 225.53 FEET; THENCE NORTH 55°03'18" WEST, A DISTANCE OF 659.70 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1335, PAGE 502, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 01°00'33" WEST, ALONG SAID EASTERLY EASEMENT LINE, A DISTANCE OF 2101.88 FEET; THENCE DEPARTING SAID LINE, RUN SOUTH 86°22'52" EAST, A DISTANCE OF 269.72 FEET; THENCE NORTH 70°28'41" EAST, A DISTANCE OF 70.21 FEET; THENCE SOUTH 53°49'02" EAST, A DISTANCE OF 91.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 79°41'47"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.32 FEET; THENCE NORTH 74°34'58" EAST; A DISTANCE OF 33.70 FEET; THENCE SOUTH 81°07'46" EAST, A DISTANCE OF 144.82 FEET THENCE SOUTH 11°30'58" WEST, A DISTANCE OF 123.53 FEET; THENCE SOUTH 11°57'37" WEST, A DISTANCE OF 102.81 FEET; THENCE SOUTH 08°22'12" WEST A DISTANCE OF 89.48 FEET; THENCE SOUTH 14°16'11" EAST, A DISTANCE OF 108.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 30°38'24"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 235.30 FEET; THENCE SOUTH 78°19'07" EAST, A DISTANCE OF 419.19 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 12°44'55"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 278.13 FEET TO A INTERSECTION WITH THE EAST LINE OF SAID SECTION 22; THENCE SOUTH 01°09'52: EAST, ALONG THE EAST LINE OF SAID SECTION 22, A DISTANCE OF 949.65 FEET TO THE NORTHWEST CORNER OF BREAKAWAY TRAILS, PHASE 3, UNIT 3B, AS DESCRIBED IN PLAT BOOK 46, PAGE 173 AND 174, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 01°08'03" EAST, ALONG THE EAST LINE OF SAID SECTION 22, A DISTANCE OF 1706.81 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 84.02 ACRES MORE OR LESS.

EXHIBIT "A"