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BOOK PAGE
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U. G. Smith
CLERK CIRCUIT COURT
VOLUSIA CO. FL

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

OFF REC 0451 PAGE 0909

WHEREAS, the FLA-GA Venture Group, a Florida General Partnership consisting of Georgia-Pacific Investment Company, an Oregon corporation and Halifax Properties, Inc., a Florida corporation (hereinafter inclusively referred to as the "Developer") on the 24th day of April, 1990, 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, Page 1623-1676, Public Records of Volusia County, Florida; and

WHEREAS, pursuant to Article V, Section 5.1 of said Declaration of Covenants and Restrictions 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 rescind, 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 hereinbelow,

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555 W. Granada Blvd. Suite D-10
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BOOK PAGE
3600 1213
VOLUSIA CO., FL

NOW, THEREFORE, the Developer hereby rescinds, modifies and amends portions of the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida et al. as follows:

1. Article I, Section 1.1 is amended by adding subsection "s" which reads:

"'Homeowner Group' shall mean those members of the Owner's Association owning lots within an identifiable section of the Subdivision designed for cluster housing and having been identified by the Developer with a specific name. A Homeowner Group is a less formal alternative to a Neighborhood Association for funding expenses which are special to an identifiable section of the Subdivision. A Homeowner Group is a sub-unit of the Owners Association and it must purchase its needed maintenance, repair and replacement services and materials (other than private street maintenance and repair) from the Owners Association at cost."

2. Article I, Section 1.1 (j) is hereby deleted and replaced with the following:

"'Neighborhood Association' shall mean and refer to those subhomeowner's associations incorporated by Developer (or incorporated by Owners following the affirmative vote of 90% of those Owners within a particular Homeowner Group voting to replace the informal Homeowner Group with a not-for-profit subhomeowner's association) to establish and collect assessments to fund maintenance of yard landscaping and/or maintenance, replacement and repair of roofs, exterior walls, etc., which expenses are special to a particular unit of the Subdivision previously identified with a Homeowner Group. A Neighborhood Association is a separate corporate entity from the Owners Association and is free to contract with third parties for all purchases of services and materials."

3. Article II, Section 2.10 is amended by adding the following:

OFF 0451 PAGE 0911
REC

BOOK PAGE
3600 1214
VOLUSIA CO. FL

"In the event a Homeowner Group is formed, each Owner with a lot in the Homeowner Group shall be deemed to have granted an easement upon, within and over his lot to the Owner's Association, its agents, employees and independent contractors, for maintenance, repair and replacement purposes including but not limited to landscaping, irrigation system, dwelling unit exterior walls and dwelling unit roofs."

4. Article II, Section 2.21 is hereby amended by deleting the second sentence and replacing it with the following:

"It is intended that the Owner's Association shall maintain all right-of-ways and all islands. With respect to lots and dwelling units within a Homeowner Group, the Owner's Association acting with the Homeowner Group maintains yard landscaping and irrigation, maintains and repairs exterior walls, maintains, repairs and replaces roofs and, if applicable, the Owner's Association acting with the Homeowner Group maintains and repairs private streets and, if applicable, provides the security gate and security guard in conjunction with the private street. The Owner's Association shall also maintain all Common Areas which are not specifically and more appropriately under Neighborhood Association ownership and maintenance."

5. Article IV, Section 4.3 is amended by deleting the second sentence and replacing it with the following:

"The initial regular monthly assessment for any Neighborhood Association and for any Homeowner Group shall be established at the time such Neighborhood Association is incorporated or such Homeowner Group is designated by the Developer."

6. Article IV, Section 4.3 is amended by adding the following sentence to the first paragraph of Section 4.3:

"All Homeowner Group assessments for yard landscaping maintenance, for irrigation, for exterior wall maintenance and repairs, for roofing maintenance repairs and replacement, for maintenance and repair of private streets within a Homeowner Group, if applicable, and for a security gate and/or guard in

BOOK PAGE
3600 1215
VOLUSIA CO., FL

conjunction with the private street (if applicable) shall be billed by, collected by and held by the Owner's Association for the benefit of the Homeowner Group in an escrow account identified for that purpose and separate from the Owners Association's other funds. Nothing herein shall require a Homeowner Group to establish a private street or to provide a security gate or security guard."

7. Article IV, Section 4.3 is hereby amended by deleting the first sentence of the second paragraph and replacing it with the following:

"Any change in the monthly assessment shall be determined at a meeting of the Directors of the applicable Association, provided, however, that the portion escrowed for the Owner's Association for private street maintenance and repairs and the portion escrowed for a Homeowner Group with respect to its private street maintenance and repair, with respect to exterior wall maintenance and repair and roof maintenance, repair and replacement shall be automatically adjusted by the Directors of the Owner's Association from the base monthly escrow amount in accordance with the rate of inflation based upon changes in the Consumer Price Index, unless (a) with respect to a Homeowner Group the Directors of the Owner's Association and a majority of the Owners in a particular Homeowner Group present and voting at the Director's meeting agree to a greater increase; or (b) with respect to the monthly escrow a greater increase is prescribed by the City of Ormond Beach or the County of Flagler in accordance with provisions of the Order adopted by the City of Ormond Beach or the County of Flagler, whichever is applicable."

8. Except as specifically amended herein, all other terms and provisions in the Declaration of Covenants and Restrictions for the above-referenced Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida et al. are unchanged and remain in full force and effect.

BOOK PAGE
3600 1216
VOLUSIA CO., FL

OFF REC 0451 PAGE 0913

IN WITNESS WHEREOF, the Developer, Georgia-Pacific Investment Company and Halifax Properties, Inc., d/b/a the FLA-GA Venture Group have hereunto set their hands and seals on the dates indicated below.

GEORGIA-PACIFIC INVESTMENT COMPANY

BY [Signature]
(DATE)
3-6-91

Attest: [Signature]

HALIFAX PROPERTIES, INC.

BY [Signature]
(DATE)
2-18-91

Attest: _____

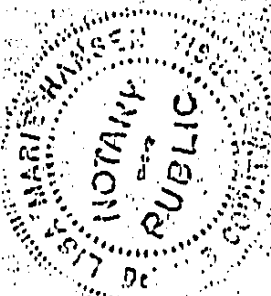
STATE OF GEORGIA
COUNTY OF FULTON

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 John F. Rasov and Joe K. Bridgforth, well known to me to be the Vice President and the Assistant Secretary respectively of Georgia-Pacific Investment Company and that they severally executed the same 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 6th day of March, 19 91.

[Signature]
Notary Public
My Commission Expires:

Notary Public, DeKalb County, Georgia
My Commission Expires June 5, 1993



OFF 0451 PAGE 0914
REC

BOOK PAGE
3600 1217
VOLUSIA CO., FL

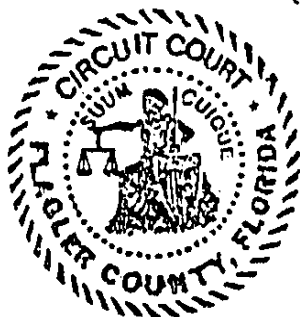
STATE OF FLORIDA
COUNTY OF VOLUSIA

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 Thomas L. Durrance and _____, well known to me to be the President and the _____ respectively of Halifax Properties, Inc. and that they severally executed the same 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 February, 1991.

Harold C. Hubka
Notary Public
State of Florida-At-Large
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large
My Commission Expires April 22, 1994
BONDED THRU TROY-FAIN INSURANCE INC.



CLERK
FLORIDA

M. Williams, Jr.

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THIS INSTRUMENT PREPARED
BY: Harold C. Hubka, Esquire
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