

Prepared by
Record and Return to
Kevin Bond, Esq.
10475 Fortune Parkway, Suite 100
Jacksonville, FL 32256

**TWENTY FIRST 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;

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 Second Amendment to said Declaration at Official Records Book 3771, Pages 3128-3132, 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; recorded the first Eighth Amendment to said Declaration at Official Records Book 4318, Page 2093, Public Records of Volusia County, Florida; recorded the second Eighth Amendment to said Declaration at Official Records Book 4551, Page 1550, Public Records of Volusia County, Florida; 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 the Eleventh Amendment to said Declaration at Official Records Book 5373, Page 958,

Public Records of Volusia County, Florida; recorded the Twelfth Amendment to said Declaration at Official Records Book 5976, Page 4228, Public Records of Volusia County, Florida; recorded the Thirteenth Amendment to said Declaration at Official Records Book 6159, Page 2886, Public Records of Volusia County, Florida; recorded the Fourteenth Amendment to said Declaration at Official Records Book 6192, Page 1130, Public Records of Volusia County, Florida; recorded the Fifteenth Amendment to said Declaration at Official Records Book 6225, Page 1958, Public Records of Volusia County, Florida; recorded the Sixteenth Amendment to said Declaration at Official Records Book 6431, Page 4443, Public Records of Volusia County, Florida; recorded the Seventeenth Amendment to said Declaration at Official Records Book 6471, Page 3046, Public Records of Volusia County, Florida; recorded the Eighteenth Amendment to said Declaration at Official Records Book 6698, Page 2024, Public Records of Volusia County, Florida; recorded the Nineteenth Amendment to said Declaration at Official Records Book 1982, Page 877, Public Records of Flagler County, Florida; and recorded the Twentieth Amendment to said Declaration at Official Records Book 7047, Page 2628, 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 recission does not substantially change the character, nature or general scheme of development of the Subdivision; and

WHEREAS, the Developer has determined it desirable to amend portions of said Declaration of Covenants and Restrictions in a manner which does not substantially change the character, nature, or general scheme of the 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 Deer Creek Phase Four Unit B of Hunter's Ridge Subdivision, a replat of Tract 4B Deer Creek Phase Four Unit A of Hunter's Ridge Subdivision, according to the Plat thereof, as recorded in Plat Book 56, Pages 127 through 130, of the Public Records of Volusia County, Florida.
2. 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 Four Unit B of Hunter's Ridge Subdivision referenced in the immediately preceding paragraph until the earlier of:

- (a) One year from the date of execution of this Amendment; or

- (b) Upon the transfer of any of the Lots or any residential dwelling(s) within Deer Creek Phase Four Unit B of Hunter's Ridge Subdivision by KB Home Gold Coast LLC or KB Home Jacksonville LLC. Transfers between KB Home Gold Coast and KB Home Jacksonville LLC shall not cause assessments to become due and payable.

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 Four Unit B of Hunter's Ridge Subdivision, until such time as assessments are made and collected as provided herein.

If, in the sole opinion of the Developer, the property within Deer Creek Phase Four Unit B of Hunter's Ridge Subdivision, is not maintained as set forth above, in accordance with the standards for the Subdivision, then the Owner's Association may undertake whatever landscaping work or such other work as is needed to meet the standards of the Subdivision. The Owner's Association shall have a lien against Deer Creek Phase Four Unit B, 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 Owner's Association's other liens.

3. Except as specifically amended hereinabove or in the amendments to Declaration of Covenants and Restrictions referenced above, the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida, are unchanged and remain in full force and effect. In the event of a conflict between any provision of this Twenty First Amendment and any provision of the prior Amendments, the provisions of this Twenty First Amendment shall prevail.

DEVELOPER:

WITNESSES:

Ceri M. Menberg
Apita Apodaca

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

By: [Signature]
Date: 2/5/15
Allen Feker, President

WITNESSES:

Ceri M. Menberg
Apita Apodaca

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

By: [Signature]
Date: 2/5/15
Allen Feker, President

WITNESSES:

Ceri M. Menberg
Apita Apodaca

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

By: [Signature]
Date: 2/5/15
Allen Feker, President

STATE OF FLORIDA
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 _____ as the President of 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 OFFICIAL SEAL in the County and State aforesaid this _____ day of _____, 2014.

Notary Public

SEE ATTACHED CERTIFICATE

DATE 2-5-15 NOTARY INITIALS AE

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

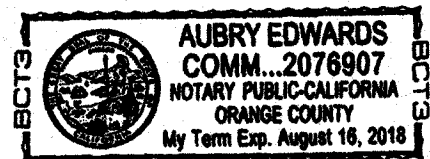
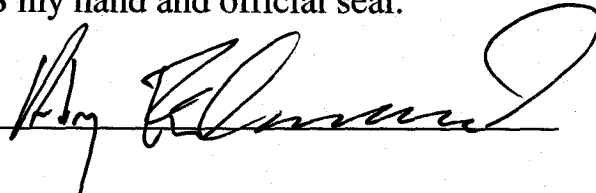
State of California
County of Orange

On Feb 5th 2015 before me, Aubry Edwards, Notary Public,
personally appeared Allen Feller,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



ADDITIONAL INFORMATION (OPTIONAL)

DESCRIPTION OF THE ATTACHED DOCUMENT

Twenty First Amendment
(Title or description of attached document)

(Title or description of attached document continued)

Number of pages 4 Document Date 2-5-15

(Additional information)

NOTARY PUBLIC CONTACT INFORMATION

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