

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

WHEREAS, U.S. Capital Alliance, LLC, as successor and interest to 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 "U.S. Capital") is the current master Developer of the Hunter's Ridge Subdivision; and,

WHEREAS, U.S. Capital is 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; recorded the Eleventh Amendment to said Declaration at Official Records Book 5373, Page 958, Public Records of Volusia County, Florida and at Official Records Book 1512, Page 1736, Public Records of Flagler County, Florida; recorded the Twelfth Amendment to said Declaration at Official Records Book 5976, Page 4228, Public Records of Volusia County, Florida and at Official Records Book 1751, Page 1511, Public Records of Flagler County, Florida; recorded the Thirteenth Amendment to said Declaration at Official Records Book 6159, Page 2886, Public Records of Volusia County, Florida and at Official Records Book 1751, Page 1519, Public Records of Flagler County, Florida; recorded the Fourteenth Amendment to said Declaration at Official Records Book 6192, Page 1130, Public Records of Volusia County, Florida and at Official Records Book 1751, Page 1524, Public Records of Flagler County, Florida; recorded the Fifteenth Amendment to said Declaration at Official Records Book 6225, Page 1958, Public Records of Volusia County, Florida and at Official Records Book 1751, Page 1530, Public Records of Flagler County, Florida; recorded the Sixteenth Amendment to said Declaration at Official Records Book 6431, Page 4443, Public Records of Volusia County, Florida and at Official Records Book 2121, Page 1071, Public Records of Flagler County, Florida; recorded the Seventeenth Amendment to said Declaration at Official Records Book 6471, Page 3046, Public Records of Volusia County, Florida and at Official Records Book 1767, Page 303, Public Records of Flagler County, Florida; recorded the Eighteenth Amendment to said Declaration at Official Records Book 6698, Page 2024, Public Records of Volusia County, Florida and

at Official Records Book 1861, Page 743, Public Records of Flagler County, Florida; recorded the Nineteenth Amendment to said Declaration at Official Records Book 7239, Page 297, Public Records of Volusia County, Florida and at Official Records Book 1982, Page 877, Public Records of Flagler County, Florida; recorded the Amended Seventeenth Amendment to said Declaration at Official Records Book 7006, Page 4351, Public Records of Volusia County, Florida and at Official Records Book 1987, Page 274, Public Records of Flagler County, Florida; recorded the Twentieth Amendment to said Declaration at Official Records Book 7047, Page 2628, Public Records of Volusia County, Florida and at Official Records Book 2030, Page 1184, Public Records of Flagler County, Florida; recorded the Twenty First Amendment to said Declaration at Official Records Book 7094, Page 3290, Public Records of Volusia County, Florida and at Official Records Book 2059, Page 1855, Public Records of Flagler County, Florida; recorded the Twenty Second Amendment to said Declaration at Official Records Book 7267, Page 2583, Public Records of Volusia County, Florida and at Official Records Book 2144, Page 585, Public Records of Flagler County, Florida; recorded the Twenty Third Amendment to said Declaration at Official Records Book 7597, Page 4420, Public Records of Volusia County, Florida and at Official Records Book 2304, Page 721, Flagler County, Florida and recorded the Twenty Fifth Amendment at Official Records Book 2440, Page 1212, Flagler County, Florida and recorded the Twenty Sixth Amendment at Official Records Book 2500, Page 482, Flagler County, Florida (collectively referred to as the "Declarations").

WHEREAS, the Developer caused to be recorded in the Public Records of Flagler County, Florida the aforescribed Declaration of Covenants and Restrictions for 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 Developer 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, Hunter's Ridge Corporations subsequently caused Amendments Sixteenth through Twenty Sixth inclusive to be recorded in Flagler County as set forth above.

WHEREAS, Preston Court II, LLC. is the record title owner of all the real property described on Exhibit "A" attached hereto ("Additional Property") and desires to add this Additional Property to the Declarations, as amended herein;

WHEREAS, the Developer desires to amend the Declarations to annex Additional Property into the Declarations pursuant to paragraph 5.1 of the Declaration.

WHEREAS, the Additional Property is the first phase of commercial property to be annexed into the Declarations;

WHEREAS, the Developer desires to adopt a method of making assessments for commercial property annexed into the Declarations and to eliminate any restrictive covenants as to residential use as to the Additional Property;

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 previously described Declaration 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 collectively referred to herein as "Declaration"; and,

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

1. **Annexed Property.** Exhibit "A" of the Declaration, as amended by prior amendments to said Declaration of Covenants and Restrictions, is hereby amended to add to and incorporate therein, the Additional Property into the legal description set forth in Exhibit "A" of the Declarations.
2. **Article I, Section 1.1 (h) Definitions of Lot.** The definition of a Lot in Article I, Section 1.1 (h) is modified to include the following: A Lot shall also include any non-residential/commercial parcel platted to reflect a number and to be developed with a commercial, retail, office, industrial, warehouse or mixed use building thereon.
3. **Commercial Phases of Development.** The Association shall have the full power and authority to make assessments, both special and regular assessments, for the purposes set forth in the Declaration and herein, for the common area maintenance expenses for any and all commercial parcels ("Commercial Lots/Phases") annexed into the Development at such rates as set forth in this Amendment.
4. **Commercial Assessments.** Section 4.3 is modified to include the following as to any commercial "Lots": Annual regular common area assessments (payable monthly or quarterly installments) or special assessments may be made by the Association against the Additional Property and all future commercial/retail/office/industrial/warehouse Lots for such uses as reflected in the Hunter's Ridge DRI, Tables 1 and 2, which are or may be annexed into the Declarations for the purpose of providing for assessments for the maintenance of common areas including but not limited to common roads, stormwater facilities, landscaping, sidewalks, trails, drainage facilities, parks, recreation, green space and any other areas maintained by the Association, as provided in the Declarations based upon the following calculation for commercial property only:
 1. \$.15 multiplied by the total square footage of the interior building space under roof. This rate shall be increased on an annual basis on January 1 of each year based upon the changes in the Consumer Price Index ("CPI") as published by the US Labor Statistics and measured from the date hereof.
5. **Restrictive Covenants as to Residential Uses Do Not Apply to Commercial Phases.** Any restrictive covenants set forth in Article II, Sections 2.1 through 2.20 of the Declarations which were intended to restrict the use of Lots or any phases to residential uses, shall not apply to the Commercial Lots/Phases of the Development. Provided however, all Commercial lot owners shall develop their property so as not to interfere or infringe upon the use of any adjoining residential subdivisions.
6. **Enforcement of Lien Rights as to Commercial Phases.** All enforcement and lien rights set forth in Section 4.9 of the Declarations and pursuant to Florida law shall apply to the Commercial Lots/Phases of the development upon default of any payment of any kind of assessments.
7. **Easements.** All easement rights set forth in the Declaration shall also benefit the Commercial Phases of the development.

8. **Maintenance Obligations.** The Association shall be responsible for the maintenance of any common areas conveyed to the Association within the Commercial Lots/Phases including but not limited to Airport Road, any private road, common signage, entry signs, stormwater and drainage facilities, pipes, culverts, utilities, sidewalks, parks, recreation areas, green space, conservation areas, and landscaping.
9. **Remaining Provisions Unchanged.** Except as specifically amended hereinabove or in the Amendments (Including this **Twenty Seventh Amendment**) to the Declaration for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida, the Declaration are unchanged and remain in full force and effect. In the event of a conflict between any provision of this Twenty Seventh Amendment and any provision of the prior Amendments, the provision of this **Twenty Seventh Amendment** shall prevail.

DEVELOPER:

Signed, sealed and delivered
in the presence of:

US CAPITAL ALLIANCE, LLC, a Florida limited liability company

Witness:

By: **Hunter's Ridge Acquisition and Development, LLC**, a Delaware limited liability company, its Manager

Mary Helen R. Murphy
Name: Mary Helen R. Murphy

By: **Hunter's Ridge Manager, LLC**, a Delaware limited liability company, its Manager

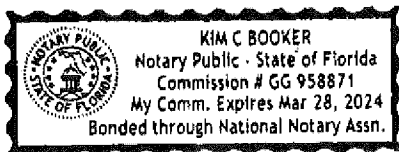
Kim C Booker
Name: Kim C Booker

Glen Fishman
Name: Glen Fishman, its Manager

Date: May 17, 2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17 day of May, 2022, by Glen Fishman as Manager of Hunter's Ridge Manager, LLC., a Delaware limited liability company as Manager of Hunter's Ridge Acquisition and Development, LLC, a Delaware limited liability company as Manager of US Capital Alliance, LLC, a Florida limited liability company. He is personally known to me or has produced a valid driver's license as identification.



Kim C Booker
Notary Public
Name: Kim C Booker
State of Florida
Commission Expires: _____

(NOTARY SEAL)

ACCEPTANCE BY THE ASSOCIATION:

By: Wayne Griffin
Wayne Griffin, President
Date: 5/17/22