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FILED FOR RECORD
RECORD VERIFIED
151099

Robert H. Hinkle
CLERK OF THE CIRCUIT
CITY COURT VOLUSIA CTY., FL.

91 DEC -2 AM 9:26

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

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, Pages 1623-1676, Public Records of Volusia County, Florida and recorded the first Amendment To Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision etc., et al. at Official Records Book 3600, Pages 1212-1217, 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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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 IV, Section 4.1 is amended by adding the phrase "Homeowner Groups or" to line 9 immediately after the word "the" and immediately before the word "Neighborhood".

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

"A Purchaser of a Lot or Dwelling Unit from either Georgia-Pacific or the Developer shall not be obligated to pay the monthly and other assessments levied, charged or assessed prior to the date of closing on the purchase. In addition, a general contractor licensed in the State of Florida to build residential dwelling units who purchases lots from either Georgia-Pacific or the Developer for the purpose of building a house thereon and selling it to a third party shall be exempt from and shall not be obligated to pay the monthly and other assessments levied, charged or assessed by or for the Homeowner Group, if applicable, until such time as the house constructed on the Lot has been conveyed or otherwise transferred to a third party. Such General Contractor shall be responsible for maintaining all landscaping at any Lot upon which that General Contractor has built a house until such house has been sold or conveyed to a third party, and if such General Contractor does not, in the sole opinion of the Developer, maintain such landscaping in accordance with the standards for the Subdivision, then the Owners Association may undertake whatever landscaping work is needed to bring the landscaping up to the standards of the Subdivision and the Owners Association shall have a lien against such Lot and Dwelling Unit for the full costs and expenses of such landscaping work. Such lien shall be perfected and enforced in the same fashion as any of the Owners Association's other liens."

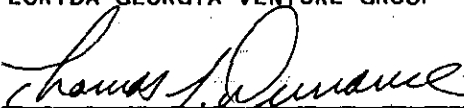
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3. Except as specifically amended herein, all other terms and provisions in the Declaration of Covenants and Restrictions for the above-referenced Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida, et al. are unchanged and remain in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

FLORIDA-GEORGIA VENTURE GROUP

DATE: 11/1/91

BY:

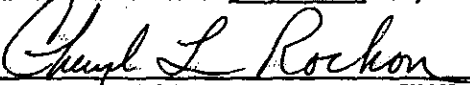

Thomas L. Durrance as President
of Halifax Properties, Inc. and
as Managing Partner for the
Florida-Georgia Venture Group

Attest:

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 1st day of November, 1991.


Notary Public CHERYL L. ROCHON

State of Florida-At-Large
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Dec. 29, 1991
Bonded Thru Troy Fair - _____

THIS INSTRUMENT PREPARED

BY: Harold C. Hubka, Esquire
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