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GAIL WADSWORTH, FLAGLER CO.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE

HUNTER'S RIDGE SUBDIVISION

VOLUSIA COUNTY/FLAGLER COUNTY, FLORIDA

AND

NOTICE OF PROVISIONS OF HUNTER'S RIDGE

HOMEOWNERS ASSOCIATION OF EAST FLORIDA, INC.

AND

NOTICE OF PROVISIONS OF HUNTER'S RIDGE

WATER, ENVIRONMENT AND WILDLIFE MANAGEMENT

ASSOCIATION, INC.

AND

NOTICE OF PROVISIONS OF HUNTER'S RIDGE

UTILITY CORP.

THIS DECLARATION, made this 28th day of APRIL, 1989,
by Florida-Georgia Venture Group a/k/a FLA-GA Venture Group, a
Florida General Partnership consisting of Georgia-Pacific
Investment Company, an Oregon Corporation, and Halifax
Properties, Inc., a Florida Corporation; the partnership's
principal place of business being 538 Brentwood Drive, Daytona
Beach, Florida. Hereinafter the FLA-GA Venture Group is
sometimes referred to as the "Developer".

W I T N E S S E T H

WHEREAS, the Developer Company is the record owner in fee
simple absolute of certain real property located in Volusia
County, Florida, said property being more particularly described
in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, in accordance with the applicable provisions of
state law and local ordinance, Developer has subdivided the above
described real property into a platted subdivision known as
Hunter's Ridge Subdivision Phase I, Shadow Crossings Unit 1
(hereinafter the "Subdivision"); and

WHEREAS, a plat of the Subdivision has been duly filed with
the Office of the Clerk of the Circuit Court, Volusia County,

Florida, on 4-24-, 19⁹⁰, and recorded in Map Book
43 Pages 77 through 81, Public Records of
Volusia County, Florida; and

WHEREAS, the Developer intends to develop the Subdivision with areas of high quality single family estate homes, areas of high quality medium-low density cluster homes and areas of high quality one, two and three story attached residences and apartments, as indicated on the above described plat; and

WHEREAS, the Developer intends to develop certain additional lands contiguous to the real property described in Exhibit "A" with areas of high quality single family estate homes, areas of high quality medium-low density cluster homes and areas of high quality one, two and three story attached residences and apartments, each in such numbers and at such locations as dictated by then current market conditions and by the dwelling unit densities approved by governmental regulatory bodies; and

WHEREAS, if the Developer causes said additional lands contiguous to the real property described in Exhibit "A" to be subdivided, Developer may choose to subject such future subdivided lands to these Covenants and Restrictions by appropriate recorded instruments in which case such additional contiguous subdivided lands shall at that time become a part of the Subdivision; and

WHEREAS, the Developer intends to develop and/or provide within the Subdivision such public streets, Common Areas, Conservation Areas, Wildlife/Water Management Areas and Drainage Areas as are indicated in the plat of the Subdivision, and develop and/or provide upon lands contiguous to the real property described in Exhibit "A" such public and private streets, Common Areas, easements, Wildlife/Water Management Areas, Drainage Areas, sites for shopping facilities, sites for business

services, sites for schools, churches, golf and tennis facilities as are shown on plats of additional lands recorded by Developer; and

WHEREAS, notwithstanding Developer's desire and intent to develop additional contiguous lands with Common Areas, Drainage Areas, Wildlife/Water Management Areas, public and private streets, sites for shopping facilities, business services, schools, churches, golf and tennis facilities, Developer shall not be obligated to provide such facilities or improvements, and

WHEREAS, there is a need to specify, make and impose covenants and to grant necessary easements for the use of the Subdivision, and to provide for an effective management, protection, maintenance and administration of the Common Areas, Drainage Areas and Wildlife/Water Management Areas in or subsequently added to the Subdivision; and

WHEREAS, the Developer has caused to be incorporated three (3) Florida not-for-profit corporations as follows:

1. Hunter's Ridge Homeowners Association of East Florida, Inc. (hereinafter called the "Owners Association") which has been formed to manage, maintain and administer the Common Areas, private streets, islands and other areas and to enforce this Declaration and to collect assessments and generally provide for the orderly enjoyment of the Subdivision and any additional lands hereafter platted by Developer, its successors or assigns, as additional units or phases of the Subdivision; and

2. Hunter's Ridge Water, Environment and Wildlife Management Association, Inc. (Hereinafter called "Management Association") has been formed for the purpose of maintaining all stormwater management systems and all discharge facilities and managing, maintaining, monitoring and administering within the Drainage Areas and the Wildlife/Water Management Areas, all stormwater storage and runoff, ground water, wetlands, lakes, ponds and tributaries, wildlife and other habitat within such areas of the Subdivision, and to establish and enforce rules and regulations to accomplish the above purposes. The Management Association will also have the responsibility and authority to establish other environmental

controls where necessary concerning disposal and recycling of

solid waste, use of fertilizers and the storage and use of other harmful materials; and

3. Hunter's Ridge Utility Corp., a private utility company, which shall own, maintain, operate, manage and expand facilities for water extraction, transmission, treatment, and irrigation with effluent, and shall provide water, sewer and irrigation utilities for the Subdivision in those areas not provided for by the City of Ormond Beach, Florida; and

WHEREAS, the water, sewer and irrigation utilities servicing the Subdivision shall be provided by either the City of Ormond Beach or the Utility Company,

NOW, THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "Covenants") hereinafter set forth. This Declaration shall become effective as to lands within Volusia County on the date and at the time it is filed and recorded in the Public Records of Volusia County and shall become effective as to lands in Flagler County on the date and at the time it is filed and recorded in the Public Records of Flagler County, Florida.

ARTICLE I

DEFINITIONS AND DESCRIPTIONS OF PROPERTY

Section 1.1 Definitions. The following words and terms when used in this Declaration and any supplemental declaration, unless the context clearly indicates otherwise, shall have the following meanings:

a. "Associations" inclusively refers to the Owners Association, the Management Association and any existing Neighborhood Associations which Developer establishes.

b. "Committee" shall mean the Architectural Control Committee appointed by the Developer and with responsibilities as defined in Article II hereof.

c. "Common Area" shall mean those areas shown and indicated as Common Area on the above described plat or shown on a recorded plat of any additional units or phases of the Hunter's Ridge Subdivision which are subjected to this Declaration of Covenants and Restrictions.

d. "Conservation Easement Area" shall mean all those areas which are subject to the special use restrictions specified in Section 7.5 of this Declaration and which are shown and indicated as Conservation Easements on the above described plat or on any subsequently recorded plat of real property which is developed as an additional unit or phase of the Hunter's Ridge Subdivision and is subjected to this Declaration of Covenants and Restrictions. Except to the extent they are located on a Lot, all Conservation Easement Areas, are located within Wildlife/Water Management Areas and are dedicated to and owned by the Management Association in fee simple. The Conservation Easements, even those that restrict the use of a Lot, are fully enforceable by the Management Association.

e. "Developer" shall mean and refer to FLA-GA Venture Group a/k/a Florida-Georgia Venture Group, a Florida General Partnership, its successors and assigns.

f. "Drainage Area" shall mean any Drainage Area or any Drainage Easement shown or indicated on the above described plat or on the recorded plat of any additional property which is developed as an additional phase or unit of the Hunter's Ridge Subdivision and subjected to this Declaration of Covenants and Restrictions.

g. "dwelling unit" shall mean a building constructed primarily for use as a residential dwelling; but "Dwelling Unit" refers to a dwelling unit within the Subdivision which is not built on a Lot.

h. "Lot" shall mean any parcel of land and any condominium unit located within the Subdivision, which according to the recorded plat of the Subdivision is identified by a number and is intended for use as a site for a dwelling unit.

i. "Management Association" shall mean and refer to the

Hunter's Ridge Environmental and Management Protection Association, Inc., a Florida Corporation not for profit and its successors and assigns, the members of which shall consist of owners of Lots in the Subdivision, including Lots in future units or phases of the Subdivision hereinafter platted and recorded in the Public Records of Volusia County and/or Flagler County, Florida.

j. "Neighborhood Association" shall mean and refer to those subhomeowners associations created by Developer to fund necessary maintenance, repair and replacement of common roofs, walls, yards, amenities, etc. which expenses are special to a particular unit of the Subdivision.

k. "Owners Association" shall mean and refer to the Hunter's Ridge Homeowners Association, Inc., a Florida Corporation not for profit, and its successors and assigns, the members of which shall consist of owners of "Lots" in the Subdivision, including Lots in future units or phases of the Subdivision hereinafter platted and recorded in the Public Records of Volusia County and/or Flagler County, Florida.

l. Phrases "purchase from Developer", "sale by Developer" and similar phrases, when used in conjunction with the sale of Lots located in the Subdivision, refer to transactions pursuant to contract between Developer and a purchaser in which the purchaser receives title to a Lot.

m. "Structure" shall mean any man made item placed on, in or under the lands or placed on, in or under any improvement or facility, including but not limited to buildings, dwelling units, swimming pools, fountains, fences, walls, signs, barbecue pits, television or radio antennae, or satellite dish or microwave antennae, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, driveways, walls, lighting apparatus, window barriers, window awnings, pipes, poles, recreational facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc., tents, shacks, barns, sheds or other temporary storage or

residence facilities.

o. "Subdivision" shall mean any platted unit or phase of the Hunter's Ridge Subdivision, recorded by the Developer in the Public Records of Volusia County, or Flagler County, Florida.

p. "Utility Company" shall mean and refer to Hunter's Ridge Utility Corp., a Florida not for profit corporation, its successors and assigns, which shall provide water, sewer and irrigation utilities for the Subdivision in those areas not provided for by the City of Ormond Beach, Florida.

q. "Wetlands" shall mean those areas indicated or shown as Wetlands on above described plat or on any subsequently recorded plat of real property which is developed as an additional unit or phase of the Hunter's Ridge Subdivision and is subjected to this Declaration of Covenants and Restrictions.

r. "Wildlife/Water Management Area" shall mean all those areas shown and indicated as either Wildlife/Water Management Areas or Conservation Easements on the above described plat or on any subsequently recorded plat of real property which is developed as an additional unit or phase of the Hunter's Ridge Subdivision and subjected to this Declaration of Covenants and Restrictions. All Conservation Easements not lying within a Lot are also Wildlife/Water Management Areas.

Section 1.2 Property Subject to Covenants and Restrictions. The property subject to the Declaration of Covenants and Restrictions is that property described in the Legal Description which is attached hereto as Exhibit "A". It is anticipated Exhibit "A" will be amended in the future to include additional phases and units of the Subdivision.

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1 Lot Usage. No Lot shall be used for any purpose other than a single family dwelling, garage and grounds. The areas included within the lot line of each individual Lot, but not included within the dwelling unit constructed on each Lot, are hereinafter referred to as "grounds", and shall be used

for normal and customary yard purposes. Except, however, those portions of Lots shown on the plat as Conservation Areas shall not be disturbed except as specifically allowed by order or permit issued by appropriate local governmental bodies or regulatory agencies.

All front, side and rear setback and lot line construction restrictions in the Subdivision shall be as prescribed in the Subdivision Development Order issued by the City of Ormond Beach or by the County of Flagler and their applicable Zoning Ordinances. No residence built upon a single family Lot within the Subdivision shall contain less than 1,800 square feet of enclosed living area, nor shall any residence have a garage of less than 450 square feet. The minimum square footage of enclosed living area for all other dwelling units (attached, cluster, apartments or condominium units) shall be set by the Architectural Control Committee prior to the recording of the plat for that area within the Subdivision.

Section 2.2 Architectural Control Committee Approvals. Except for Developer, no person or entity whatsoever (including the Associations) may erect on, place on, alter, or permit any structure or addition to remain within the Subdivision unless and until the site plan, floor plan, elevation, landscaping plan, abbreviated specifications, locations of holding tank, pump and lines for low pressure sewer systems, etc., are reviewed and approved by the Architectural Control Committee (hereinafter the "Committee"). The Committee is a committee of the Owners Association and is authorized to bring suit in the name of the Owners Association (with or without express approval of the Owners Association) for the purposes of enforcing the decisions of the Committee, including but not limited to injunctive relief. In order to preserve the character of the Subdivision, the Developer hereby reserves for itself and its successors the right to appoint the members of the Committee. All property owned or controlled by the Owners Association and any Neighborhood Associations is subject to the Committee's authority. The

Committee shall review the proposed building or structure (including plans and specifications for same or alterations of prior approved buildings or structures) as to the harmony of the external design and location of the building or structure with respect to existing buildings and structures, with respect to topography, vegetation, and the finished grade of elevation of the Lot, and with respect to any other relevant considerations which are based upon acceptable standards of planning, zoning and construction, including considerations which are exclusively based on aesthetic factors. Owners will remain responsible for securing city building permits as necessary in addition to securing approvals of the Committee.

Section 2.3 Non-Permitted Structures and Vehicles. No vehicles and no structure of a temporary nature or character, including but not limited to, trailers, house trailers, mobile homes, campers, recreational vehicles, tents, shacks, sheds, barns or similar structures or vehicles shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent. No automobile, truck or other commercial vehicle, which contains lettering shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any Lot except in a garage attached to the residence.

Section 2.4 Parking. No automobile, truck, motorcycle, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way) thereof overnight or for a continuous period of time in excess of ten consecutive hours, except in designated off street parking areas.

Section 2.5 R.V. Storage and Parking. No recreational vehicle, boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any Lot except in a garage attached to the residence or in an approved detached

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garage. If there is demand sufficient to generate enough rental income to make it economically feasible Developer may designate an area for storage of recreational vehicles, boats, boats and trailers and trailers alone subject to rules and fees established by the Association, but in no way shall an owner be excluded from the above stated time restrictions for parking a recreational vehicle, boat, or boat and trailer in the event that space is not available within a designated area for said storage.

Section 2.6. Remodeling or Changes. In order to preserve the character of the Subdivision, no exterior walls or roofs of any structure (including materials and colors of said walls and roofs) shall be changed or modified without specific prior written approval of the Committee. No garage shall be converted to uses other than storage of vehicles unless the Committee has approved another garage to be constructed as a replacement.

Section 2.7. Owner Maintenance. All owners shall keep landscaped portions of their grounds well maintained, free of disease, bugs and in a presentable condition, and shall not permit thereon any unsightly growth, weeds, or underbrush. If any owner shall fail to maintain the landscaped portion of his Lot as herein required, the Developer and/or the Owners Association shall have the power to correct such omission and assess the cost thereof to such owner and place a lien for such cost against such owner's Lot and improvements thereon. Owners, subject to approval of the Committee, may leave designated portions of their Lot in its "natural" state as long as it is not unsightly and does not constitute a nuisance. Any Conservation Easement located on a Lot must be left in its natural condition and totally undisturbed as required by Note 7 on the above described plat. The Owners Association shall have the right to adopt additional rules and regulations to enforce this subsection.

Section 2.8 Owners Association Maintenance Rights. Without limiting the above, the Owners Association shall have the right to maintain or enforce maintenance of that portion of Common

Areas or Lots lying between a fence line and the abutting Lot line or lying between the curb of a street within the Subdivision and the lot line. The Owners Association shall have the right to adopt rules and regulations to enforce this provision.

Section 2.9 Maintenance Easements. For the purpose of providing access to each owner of a boundary line wall or structure, to permit painting, maintenance, repairs or reconstruction of such wall or structure that abuts such owner's boundary lines, the adjoining owner or owners of each Lot which abuts such boundary line wall or structure hereby give and grant a perpetual easement to the owner or owners of such wall or structure to enter upon the property of such adjoining owner or owners for the specific purpose of painting, maintaining, repairing or reconstructing such wall or structure. Such entry will be made in a reasonable manner and only at reasonable times, and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the owner of the wall or structure who causes such entry to be made. In the event of controversy, the decision of the Directors of the Owners Association shall control

Section 2.10 Special Maintenance Easements. In the event any portion of any structure originally constructed by the Developer or a designated successor developer, including any boundary line wall, shall protrude over an adjoining Lot or Common Area, such structure or boundary line wall shall not be deemed to be an encroachment upon the adjoining Lot or Common Area. In the event there is such a protrusion, the owner or owners of the Lot or Common Area on which such protrusion extends shall be deemed to have granted a perpetual easement to the adjoining owner or owners for continuing maintenance and use of such projection or boundary wall, including any replacement thereof.

Section 2.11 Architectural Control Committee Membership. The Committee shall be composed of three (3) persons. The members of the Committee shall be appointed by the Developer. In

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the event of death, resignation, inability to serve, or other vacancy in office of any member of the Committee, the Developer shall promptly appoint a successor member. Developer shall retain the right to appoint members of the Committee even after turnover of the Owners Association to owners of Lots.

Section 2.12 Committee Decision Making. The Committee shall indicate its approval or disapproval, as the case may be, of the matters required in Section 2.2 hereof to be approved or acted upon by them, by a written instrument filed with the Secretary of the Board of Directors of the Owners Association, and served personally or by certified mail upon the applicant, identifying the proposed building or structure and, if the same is disapproved, the reason as for such disapproval. The decision of the Committee shall be final. If the Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application of request for action is made and after a floor plan, elevation and abbreviated specifications (including landscaping, exterior materials, colors, and site plan for all structures) have been received by the Committee, then it shall be conclusively presumed, as to all owners and interested persons, that the particular alleged violation of this Declaration is, and it shall be deemed automatically to be excused, but solely as to that particular applicant and application, and any and all rights of action of the Committee arising from said particular alleged violation shall be deemed to have been waived, but only with respect to that particular applicant and application.

Section 2.13 Domesticated Animal Control. In order to maintain and preserve the peace and tranquility of the neighborhood, the Owners Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets, including prohibiting the keeping and breeding of such animals for commercial purposes, and specifically shall have the right (i) to require such animals to be leashed; (ii) to prohibit such animals

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from roaming at large beyond the confines of their owner's grounds; (iii) to require that owners keep their pets from making noises likely to disturb others; and (iv) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.14 Livestock Control. Except as provided otherwise in Section 2.13 above or in the immediately following sentence no livestock, poultry or animals of any kind shall be raised, bred, or kept within the subdivision. Provided, however, that horses may be raised, bred and kept at the Equestrian Center in the event such center is constructed by Developer and livestock compatible with horses may be kept at the Equestrian Center to the extent such livestock is approved as to type and maximum number by the Developer, the Architectural Control Committee and the membership of the Homeowners Association. Nothing herein shall be interpreted or construed as obligating Developer to build the Equestrian Center.

In the event Developer builds an Equestrian Center, horses and compatible livestock will be allowed to graze or exercise in fenced equestrian areas designated by the Developer. Horses may be ridden by residents and their guests only along equestrian trails or in other areas designated by this use by the Developer. If an Equestrian Center is built by Developer, Developer shall designate the members of an Equestrian Activities Committee and such committee shall establish horse related rules and regulations. Such rules and regulations may be enforced by the Owners Association or Developer or both. No horses will be permitted on individual Lots or in any areas not designated by Developer.

Section 2.15 Sign Control. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except an approved sign giving the name of the occupant of the residence located on said Lot or an approved sign advertising the premises for sale or rent. All signs must be approved by the Committee as a condition to their being erected or being allowed to remain. Political signs shall be erected and removed under the guidelines set by City and County ordinances.

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Section 2.16 Offensive Activities. No noxious or offensive activity that may be or may become an annoyance or private or public nuisance shall be carried on or suffered to exist on any Lot.

Section 2.17 Garbage Control. No Lot, Common Area, Drainage Area or Wildlife/Water Management Area shall be used for dumping, discharge or storage of rubbish, trash, garbage, or other solid waste material. All Lots that have been built upon shall be kept free of the accumulations of the rubbish, trash, garbage, and other waste materials. All incinerators or other equipment used for the collection, storage or disposal of solid waste materials shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state, county and city environmental laws and ordinances.

Section 2.18 Fences and Shrubs. Fence or wall placement or hedge or shrub planting near streets shall be in compliance with the applicable provisions of the Ordinances of the City of Ormond Beach and the County of Flagler.

Section 2.19 Tree Removal. Removal of trees from any Lot within the Subdivision shall be in accordance with applicable provisions of the Committee, and ordinances of the City of Ormond Beach and the County of Flagler.

Section 2.20 Driveways. Each Lot owner is granted an exclusive easement for ingress and egress purposes over those parts of the Common Areas upon which a driveway to said owner's garage has been built, said easement running with the land, and it shall be the owner's duty and obligation to maintain and repair said driveway in good condition. The driveway to an owner's garage is to be for the exclusive use of the said garage owner. No driveway shall be constructed, maintained, altered, or permitted to exist on any Common Area or Lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the Lot or in the street right-of-way or swale area adjoining or abutting the Lot. No

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driveway shall be constructed of a material such as mulch that is subject to displacement by stormwater.

Section 2.21 Common Area Management and Ownership. Except where operation maintenance and management is more appropriately vested in a Neighborhood Association, the Owners Association shall operate, maintain and manage all Common Areas, all islands located in the streets, all private roads and all road right-of-ways, which are not maintained by the City of Ormond Beach or the County of Flagler, whether or not such Common Areas, islands or road right-of-ways are shown in the plat of the Subdivision. It is intended that the Owners Association shall maintain all right-of-ways and all islands, as well as all Common Areas, not specifically and more appropriately under Neighborhood Association ownership and maintenance. The Owners Association and all Neighborhood Associations must accept any deed of the above described areas from the Developer when tendered by the Developer. As such, the Developer is authorized to record such deeds prior to delivering same to the Owners Association or to a Neighborhood Association. Furthermore, the Owners Association shall enforce the restrictions and covenants contained herein, and shall undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration, the Articles of Incorporation and By-Laws of said Owners Association.

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Section 2.22 Maintenance of Stormwater System and Discharge Facilities, Management and Ownership of Drainage Areas, Wildlife/Water Management Areas and Conservation Easements. The Management Association shall manage all surface water, shall maintain all stormwater management systems and discharge facilities, and shall manage, maintain, monitor and where applicable preserve certain natural assets and materials located within the Drainage Areas, the Wildlife/Water Management Areas and Conservation Easement areas, including but not limited to groundwater, wetlands, lakes, ponds, tributaries, wildlife and other habitat. The Management Association has the responsibility

and authority to establish and enforce rules, regulations and other controls as needed to accomplish the maintenance, monitoring, management and preservation obligations outlined immediately above. The Management Association must accept from the Developer when tendered by the Developer any deed transferring to the Management Association all or any part of the Drainage Areas, the Conservation Easement areas or the Wildlife/Water Management Areas. Therefore, the Developer is authorized to record such deeds prior to delivering same to the Management Association. The Management Association is hereby granted authority to enforce and shall enforce the restrictions and covenants contained in this Section 2.22 herein or in the Development Order between the Developer and the City of Ormond Beach or in the Development Order between Developer and the County of Flagler, and shall undertake and perform all acts and duties necessary and incident to such Development Orders, all in accordance with the provisions of this Declaration, the Articles of Incorporation and By-Laws of said Management Association.

Section 2.23 All Conservation Easements are perpetual undivided interests in the real property upon which the Conservation Easements are located. Nothing in this Declaration of Covenants and Restrictions shall prohibit the Conservation Easements from being acquired by any governmental body or agency or by a charitable corporation or trust whose purposes include the conservation of land or water areas or the preservation of sights or properties of historical, architectural, archaeological, or cultural significance, as long as such acquisition is approved by the St. Johns River Water Management District or its successor governmental regulatory body (hereinafter inclusively referred to as the "District"). The Conservation Easements created by virtue of being shown and indicated on the above described plat or on any subsequent recorded plat of real property which is developed as an additional unit or phase of the Hunter's Ridge Subdivision and is subjected to this Declaration of Covenants and Restrictions and

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the restrictions applicable to such Conservation Easement areas shall be enforceable by the District as well as by the Management Association and shall not be amended without the prior approval of the District.

Section 2.24 Insurance. Each Lot owner shall, at all times after construction of a dwelling unit on the Lot, and each owner of a Dwelling Unit shall maintain fire and extended coverage casualty insurance on the improvements on such Lot and on the Dwelling Unit, and shall use the proceeds thereof to repair or replace any damage to or destruction of such improvements or the Dwelling Units within a reasonable time after such casualty. Similarly, any boat, recreational vehicle or other vehicle stored in a designated storage area must carry casualty insurance.

Section 2.25 Changes in Covenants. No change in the Covenants which would materially alter the character of the Subdivision or the permitted use of lands and structures within the Subdivision shall be made without the written permission of the City of Ormond Beach or the County of Flagler, whichever has jurisdiction.

Section 2.26 Amendments to Subdivision Plats. The Developer or its successors, subject to approval of the District regarding amendments to Conservation Easement areas, shall solely retain the right to amend the plats of the present and any future phases and units of the Subdivision, without requiring concurrence by the Associations, Lot owners or Dwelling Unit owners provided amendments are consistent with Article VIII of this Declaration.

ARTICLE III

OWNERS ASSOCIATION; MANAGEMENT ASSOCIATION, NEIGHBORHOOD ASSOCIATION

Section 3.1 Membership. The owner of each Lot and the owner of each Dwelling Unit (all Subdivision Phases and all

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Units), shall automatically and mandatorily become a member of the Owners Association and the Management Association and the Neighborhood Association (if applicable) upon his or her acquisition of any ownership interest in the title to any Lot or Dwelling Unit. The memberships of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title, regardless of the means by which such ownership may have been divested.

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Section 3.2 Membership Limits. No person or corporation or other business entity holding any liens, mortgage or other encumbrance upon any Lot or Dwelling Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Associations or to any of the rights and privileges of membership in such Associations, or be charged with any of the duties of such membership provided, however, that nothing contained herein shall be construed as prohibiting membership in the Associations of a person, corporation, or other business entity which acquires title to a Lot or Dwelling Unit either by foreclosure or by voluntary conveyance from mortgagor or the mortgagor's successor or assign.

Section 3.3 The Owners Association shall adopt and enforce reasonable rules and regulations regarding security that may be provided within the Subdivision. The Owners Association, the Management Association and the Neighborhood Association, each with respect to the areas of the Subdivision subject to their ownership or control, shall enforce the restrictions and Covenants contained herein, as well as their rules and regulations promulgated hereunder and shall undertake and perform all acts and duties necessary and incident to enforcing such restrictions, covenants, rules and regulations, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Owners Association, the Management Association and Neighborhood Association, whichever is applicable. True and complete copies of the Articles of Incorporation and By-Laws of the Owners Association, and

Management Association are annexed hereto as Exhibit "C" and such documents are expressly made a part hereof.

Section 3.4 Management and Enforcement Authority. In the administration, operation and management as herein designated to the Associations and in the enforcement of the applicable Covenants and Restrictions, each of the Associations, in addition to any authority granted elsewhere herein, shall have and is hereby granted with respect to areas of the Subdivision within that Association's ownership and control full power and authority: (a) to enforce all applicable provisions of this Declaration; (b) to levy and collect assessments in accordance herewith; and (c) in order to carry out the purposes of each of the Associations, to adopt, promulgate, and enforce reasonable rules and regulations governing the use and enjoyment of the areas of the Subdivision within that Association's ownership or control.

3.5 The Owners Association is hereby required to maintain in force public liability insurance in an amount not less than \$500,000 C.S.L. with respect to all vehicle storage areas, Common Areas, Drainage Areas, Wildlife/Water Management Areas, Conservation Easement areas, and all traffic islands located within any public or private road right-of-way in the Subdivision. The Management Association and the Neighborhood Associations shall be named insureds with respect to the areas they own or control, and the Management Association and the Neighborhood Associations shall reimburse the Owners Association for a reasonable pro-rata share of the insurance policy's premium in light of each such Association's liability risk. The City of Ormond Beach and Flagler County shall be named as additional insureds respectively for those islands in public road right-of-ways in the Subdivision which they maintain. Such coverage herein called for to be provided to the City of Ormond Beach or Flagler County shall not be primary but shall be excess over the first \$100,000 of the applicable City or County's insurance and retained limits or the first \$100,000 of self-insurance,

whichever is applicable.

Section 3.6 Disputes Among Associations. The Developer, for a period of thirty (30) years after recording of this Declaration or until Developer relinquishes such power and authority, shall be the final arbiter among or between the Associations with respect to disputes involving interpretation of this Declaration or disputes as to the power, jurisdiction and authority of any or all of the Associations.

ARTICLE IV

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 4.1 Creations of Lien and Personal Obligation. The Developer agrees to, and each owner and each tenant of each Lot or Dwelling Unit shall, by acceptance of a deed or other instrument of conveyance or lease, whether or not it shall be so expressed in any such deed or instrument, be deemed to have agreed to all terms, covenants, conditions, restrictions, and other provisions of this Declaration and to have agreed to promptly pay to or on behalf of the Owners Association, the Management Association and if applicable one of the Neighborhood Associations or their successors or assigns the following:

(a) All monthly assessments or charges (whether collected monthly or quarterly), and

(b) All special assessments or charges for the purposes set forth in Section 4.2 of this Declaration shall be fixed, established, levied, and collected from time to time as hereinafter provided. The monthly and special assessments by any or all Associations (together with such interest thereon and the cost of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made, whether or not a claim of lien is filed. Each such assessment (together with such interest thereon and the costs of collection including reasonable attorneys' fees as above established) shall also be the personal obligation of the person who was the owner of such Lot or Dwelling Unit at the time when

the assessment first became due and payable, and also the joint and several personal obligation of any subsequent grantees who take title to the Lot or dwelling unit without first obtaining a letter from the Associations as herein provided to the effect that there are no outstanding assessments against the Lot or Dwelling Unit being purchased. In the case of co-ownership or co-tenancy of a Lot or Dwelling Unit each owner or tenant shall be jointly and severally liable for the entire amount of the assessments and the aforesaid interest, collection costs, and reasonable attorneys' fees. Prospective purchasers are hereby notified of the possible charge against the Lots and Dwelling Units in the Subdivision, and are directed to Section 4.5 hereinbelow.

Section 4.2 Purpose of Assessments. The assessments levied by any of the Associations shall be exclusively: (a) to improve, maintain, enhance, enlarge, protect, monitor and operate the areas within their respective ownership or control as specified in this Declaration; (b) to cover operating and administrative expenses; (c) to fund services and benefits which that particular Association is authorized to provide including, but not limited to: insurance; construction; maintenance; repair and replacement of improvements; the escrowing of sufficient monies for specific purposes to satisfy the City of Ormond Beach or the County of Flagler; the acquisition of labor or services (including security services and professional services of attorneys, accountants, engineers, consultants, etc.) equipment, materials, management, and the supervision necessary to provide the authorized services or benefits; (d) for the payment of principal, interest and other charges connected with loans made to or assumed by that particular Association for the purpose of enabling said Association to perform its authorized functions (including the payment of mortgages upon areas of the Subdivision owned by said Association even though such mortgages were of record at the time the Association received title from Developer); (e) to pay the costs of social functions open to all members; and (f) to keep in

force and pay for liability insurance on all areas of the Subdivision within its ownership or control in amounts not less than \$500,000 C.S.L. as is hereby specifically required by this subsection.

No initiation fee may be charged to members of any of the Associations as a pre-condition to use of such areas or facilities. The Associations shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Associations exceed their expenses and reasonable reserves to an extent which would violate any Association's not-for-profit status. Utilities profits may be generated as referenced in Article VII.

Section 4.3 Assessment Amounts. The initial regular monthly assessment is hereby set at the rate of \$28.00 per Lot or Dwelling Unit for the Owners Association and \$7.00 per Lot or Dwelling Unit for the Management Association. The initial regular monthly assessment for any Neighborhood Association shall be established at the time each Neighborhood Association is incorporated. All areas of the Subdivision that have private streets will have an additional assessment charged by Owners Association against Lots and Dwelling Units therein in an amount deemed by the City of Ormond Beach or the County of Flagler, whichever is applicable, to be sufficient to fund the replacement, repairs and maintenance of the private streets. If areas with private streets require security service or security equipment, then an additional assessment will be charged by the Owners Association against Lots and Dwelling Units in those areas to cover same. All assessments for private road replacement, repair or maintenance shall be held in an escrow account separate from the Owners Association's other funds.

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 private street

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improvement and repairs shall be automatically adjusted by the Directors of the Owners Association from the base monthly escrow amount in accordance with the rate of inflation based upon changes in the consumer price index, unless a greater increase shall be 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.

With respect to any Management Association monthly assessment, any Neighborhood Association monthly assessment and with respect to the non-escrow component of the Owners Association monthly assessment the following two adjustment provisions shall apply. First the assessment shall automatically adjust from one Association year to the next (subject to the approval of a majority of the Board of Directors of the applicable Association) up or down in an amount in accordance with the percentage increase or decrease in the Consumer Price Index during the last complete calendar year; provided, however, that the Directors shall have the authority in their approving resolution to round any such automatic adjustment upward or downward to a convenient amount. Second, the assessment may be increased beyond that set at the annual meeting upon approval of two-thirds of the members in attendance at any regular or special meeting of the applicable Association at which a quorum is present, but only after written notice of such meeting and such issue is given to all members of that Association at least ten (10) days prior to the date of said meeting. Nothing, herein, however, shall be construed to preclude the Board of Directors of any of the Associations from once annually fixing and levying an emergency assessment not to exceed one monthly regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Any Association, upon proper resolution adopted by its Board of Directors, may bill and collect monthly assessments on a

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quarterly basis.

Except as elsewhere provided herein to the contrary, each owner of a Lot or Dwelling Unit shall be obligated to pay assessments which accrued prior to his taking title and shall be obligated to pay the regular monthly assessment continually from, at the latest, the date such Owner takes title to said Lot or Dwelling Unit.

In the event that, and at such time as, two Lots under single ownership shall have one dwelling unit constructed upon them in such a way that no other dwelling unit can be constructed thereon, then at the time of issuance of a certificate of occupancy for that one dwelling unit, the owner shall become liable for one regular monthly assessment, and no longer for two such assessments as were owed prior to the completion of the dwelling unit.

Neither the Developer nor Georgia Pacific shall be obligated to pay any assessments on any vacant Lots or lands which either may own notwithstanding the fact such Lots may have been platted or such Lots may be on paved roads. However, should either the Developer or Georgia Pacific construct a dwelling unit on a Lot or construct a Dwelling Unit, they shall be liable for the monthly and other assessments upon said Lot or Dwelling Unit which are charged, levied or assessed for the first time after the issuance of a certificate of occupancy for the dwelling unit or Dwelling Unit. A Purchaser from Georgia-Pacific or the Developer of a Lot or Dwelling Unit shall not be obligated to pay the monthly and other assessments levied, charged or assessed prior to the date of closing on the purchase.

Section 4.4 Late Charges. Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear simple interest at eighteen percent (18%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment the applicable Association has the right to accelerate assessment payments for the balance of the

calendar year and in such event the Association's lien shall be for the full amount as accelerated. There shall be no exemption from the payment of any assessment by waiver of the use of the Common Areas, Drainage Areas or other areas or by abandonment of the Lot or Dwelling Unit, or by extended absence from the Subdivision, or for any reason, except as provided for Georgia-Pacific or the Developer in paragraph 4.3.

Section 4.5 Statement for Assessments. Any of the Associations, upon written request of any Lot owner or Dwelling Unit owner, shall furnish to a prospective purchaser or prospective mortgagee or any other authorized person a statement of the current status of that Association's assessments on such owner's Lot or Dwelling Unit. When executed by the Secretary/Treasurer of the applicable Association, a mortgagee, potential purchaser or title examiner may rely upon such statement as an accurate statement of the status of assessments by that Association upon the Lot or Dwelling Unit in question.

Section 4.6 Billing; Revenue Collected. Nothing herein shall prevent two or more of the Associations from cooperating in the billing of their assessments so as to save postage and administrative expenses. In such event any revenue received by one of the Associations for assessments of another Association shall be segregated and promptly delivered to the applicable assessing Association. Revenue received by any Association on its assessment on any Lot or Dwelling Unit may be co-mingled with revenues received by that Association on its assessments on other Lots or Dwelling Units, except to the extent segregation is required by the City of Ormond Beach or the County of Flagler or the Articles of Incorporation of a Neighborhood Association.

Section 4.7 Assignment of Membership. Although all funds and other assets of the Associations, and any income derived therefrom, shall be held for the benefit of their respective members, no member of any Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his, her or its membership or interest in or to said funds and

assets, except (a) as an appurtenance to his Lot or Dwelling Unit or (b) to a tenant per a proper designation delivered to the Secretary/Treasurer of all applicable Associations. When an owner of a Lot or Dwelling Unit shall cease to be a member of the Associations by reason of divestment of ownership of said Lot or Dwelling Unit, by whatever means that occurs, none of the Associations shall be required to account to said owner for any share of the funds or assets it holds.

Section 4.8 Foreclosure. In the event that any institutional first mortgagee (defined as a chartered Bank, a chartered Savings and Loan Association, the Developer or Georgia-Pacific) shall acquire title to any Lot or Dwelling Unit by foreclosure, judicial sale, documents of transfer from a governmental entity or documents of transfer from the mortgagor or his receiver, trustee in bankruptcy, personal representative, successors, or assigns, then such institutional first mortgagee shall take title subject to the lien or liens of the Associations, not to exceed the aggregate of assessments charged by the Associations to such Lot or Dwelling Unit during the twelve months period immediately preceding the date such institutional first mortgagee acquires title to the Lot or Dwelling Unit; and neither such mortgagee nor its successors in interest to the Lot or Dwelling Unit shall be liable or obligated for the payment of any assessments which were charged to the Lot or Dwelling Unit more than twelve months prior to the date the institutional first mortgagee acquired title to the Lot or Dwelling Unit, except a pro-rata share as follows: In the event of the acquisition of title as aforesaid, any assessment or assessments as to which the institutional first mortgagee so acquiring title shall not be fully liable, shall be absorbed and paid by all the owners of all the Lots and dwelling units; provided, however, that nothing contained herein nor any action taken by said institutional first mortgagee shall be construed as releasing the prior owner from liability for such delinquent assessments or construed as a waiver of the applicable

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Association's right to legally enforce collection from the prior owner. In the event that any institutional first mortgagee shall acquire title to any Lot or Dwelling Unit as described above in this Section 4.8, the mortgagee so acquiring title shall also be liable and obligated for such assessments as may accrue to said Lot subsequent to the date of acquisition of such title.

Section 4.9 Liens for Assessments. Recognizing that proper management and operation of all the areas of the Subdivision benefits all owners of Lots or Dwelling Units, the Associations are hereby granted a lien upon all the Lots and Dwelling Units within the Subdivision and the present and future interests of each Lot and Dwelling Unit owner in the Common Areas, Drainage Areas, Wildlife/Water Management Areas and improvements thereof, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration. Each Lot and Dwelling Unit owner shall be liable for, and this lien shall secure, the full amount of said assessment including reasonable attorneys fees, deposition costs (whether or not depositions are used at trial) reasonable expert witness fees and costs (whether or not expert testifies at trial), postage, long distance telephone, travel, lodging and meal costs which are incurred (either prior to trial, at trial, on appeal or on retrial) by any of the Associations with respect to enforcement or interpretation of the provisions of this Declaration or of the Articles of Incorporation or the By-Laws of any of the Associations.

Section 4.10 Foreclosure on Lien. The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens or encumbrances which are advanced by any of the Associations in order to protect its interests, and each of the Associations shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances made by that Association.

Section 4.11 Ownership Subject to Existing Liens. All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot or Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance on a Lot or Dwelling Unit are hereby placed on notice of the lien rights granted to the Associations under this Declaration (including the partial exception for institutional first mortgagees) and all of such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot or Dwelling Unit expressly subject to the lien rights (and exceptions) provided herein.

Section 4.12 Lien Preparation and Recording. The lien created pursuant to this Declaration exists as of the date the Association sets the amount of its monthly assessments for that year. The lien shall continue in effect until all sums secured by the lien have been fully paid. Such lien shall be perfected for the purpose of determining priority among competing creditors by the recording in the public records of the County in which the Lot is located of a "claim of lien" stating the description of the Lot or Dwelling Unit encumbered by the lien, the name of the record owner of the Lot or Dwelling Unit, the amounts due at that time and the date when any part of the unpaid amount first became due. If the Association accelerated the assessment for the balance of the calendar year, the claim of lien shall perfect a lien for the total "accelerated" amount. The claim of lien shall perfect the lien not only for assessments which are due and payable when the claim of lien is recorded, but also for interest, collection costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the particular Association filing the lien. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the

Association involved.

4.13 Enforcement. These Covenants and Restrictions may be enforced by an action at law for damages, or a proceeding in equity for an injunction.

ARTICLE V

CHANGES; AMENDMENT AND TERMINATION

Section 5.1 Developer Changes and Amendments. Subject to approval of the governmental agencies with jurisdiction over the subject area, the Developer hereby reserves for itself, its successors and assigns the right to amend, modify or rescind such parts of this Declaration or any recorded plat, as it, in its sole discretion, deems necessary or desirable so long as (a) it is the sole owner of the property to which the plat or this Declaration (whichever is appropriate) applies, or (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of the Subdivision. Subject to approval of the governmental agencies with jurisdiction over the subject area developer also reserves the following rights to amend, change or vary with respect to additional units and phases of the Subdivision; (a) the right to add more phases or units to the Subdivision; (b) the right in future phases and units to vary the mix and location of estate homes, cluster homes, attached residences, and apartments as dictated by market conditions; (c) the right to delay or refrain from constructing an Equestrian Center or similar facilities if they are not clearly justified by demand as evidenced by pre-sales or pre-leases; (d) the right to add to the Subdivision any portions of Old Tomoka Road following possible vacation by local governmental entities; and (e) the right to provide in future units and phases only those amenities as are shown in the recorded plat for such future unit or phase. Neither the foregoing amendments nor Developer's exercise of the foregoing rights require the concurrence of any of the Associations or individual owners of Lots or Dwelling Units.

Section 5.2 Owner's Right to Amend. In addition to the

rights of the Developer reserved in the preceding section, subject to the approval of the governmental agencies with jurisdiction over the subject area and upon affirmative vote by seventy-five percent (75%) of all members of record in the Owners Association, on a proper Resolution at a proper Owners Association meeting, the members of Owners Association may amend or modify such provisions of this Declaration as they deem necessary or desirable, except that (a) provisions relating to the rights, powers and duties of the Management Association, the Committee or the Utility Company may not be amended for a period of thirty (30) years without consent of Developer; and (b) the owners cannot amend the Declaration in a manner which conflicts with or is inconsistent with either the Development Order between Developer and the City of Ormond Beach or the Development Order between Developer and Flagler County.

ARTICLE VI

USE OF COMMON PROPERTY

Section 6.1 Lot Owners Common Area Usage. The Common Areas, as specifically described herein, or hereafter designated by Developer, (excluding areas where above ground utilities structures are located) shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all owners of Lots developed within the Subdivision, for the use of such owners and their immediate families, guests, tenants, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the Common Area can be reasonably utilized and for the quiet enjoyment of said owners.

Section 6.2 Developer's Common Area Usage. Until all areas subject to either the Development Order between the City of Ormond Beach and Developer or the Developer Order between Flagler County and Developer have been developed and transferred or conveyed to third parties, Developer shall have the right (at no charge or fee) to reasonably utilize Common Areas for promoting the Subdivision and marketing Lots and Dwelling Units, including

but not limited to the right to maintain sales offices in a Subdivision Community Building of Developer's choice.

ARTICLE VII

ALLOWED USES AND USE RESTRICTIONS APPLICABLE TO DRAINAGE AREAS, WILDLIFE/WATER MANAGEMENT AREAS AND CONSERVATION EASEMENT AREAS

Section 7.1 Areas Located In Plats. In order to maintain the values inherent in large areas of natural undisturbed and substantially undisturbed lands for the benefit of the residents of the Subdivision, Developer has in the initial plat and shall in future plats of the Subdivision locate and identify Drainage Areas and Wildlife/Water Management Areas and Conservation Easement Areas which shall, as is more particularly described below, be preserved and protected in their current state or will be subjected only to certain allowed improvements and activities.

Section 7.2 Drainage Areas. All parts of Drainage Areas constituting wetlands within the dredge and fill jurisdiction of the Florida Department of Environmental Regulation will be preserved and protected in their natural state. Those parts of the Drainage Areas not falling within the dredge and fill jurisdiction of the Florida Department of Environmental Regulation shall only be improved and utilized as follows:

(a) Drainage facilities, retention ponds, lakes and related improvements may be made by the Developer as long as they are pre-approved by the Management Association and are in compliance with any applicable Development Order issued by the City of Ormond Beach or Flagler County;

(b) Vegetation shall not be altered or removed except as approved by the Management Association. No boats having internal combustion engines shall be allowed upon the lakes or retention ponds except for boats utilized in necessary maintenance of such lakes and ponds;

(c) No water shall be removed or added to the lakes without the prior permission of the Management Association;

(d) No waste or foreign materials shall be dumped or scattered in the Drainage Areas, but this shall not prohibit the use of fertilizers or pesticides in the minimum amounts necessary to stabilize and maintain vegetation in the Drainage Areas in functionally and aesthetically pleasing conditions.

7.3 Wildlife/Water Management Areas.

(a) Within the Wildlife/Water Management Areas no person shall remove or alter vegetation (except the removal of small portions of exotic species for educational or scientific purposes); undertake clearing or construction or undertake any activity which would substantially disrupt or harm the native plants, animals or ecosystems; remove or add water to the lakes without the permission of the Management Association (and in no event in amounts which would alter the essential character of these areas) release domesticated animals into or allow domesticated animals to regularly utilize these areas; undertake clearing or construction or other activity which is inconsistent with preserving the undisturbed or substantially undisturbed nature of the area unless such activity is consistent with a final Development Order issued by the City of Ormond Beach or by Flagler County; use pesticides, herbicides or insecticides in these areas; or place or discard any foreign materials. In addition, all wetlands within the dredge and fill jurisdiction of the Florida Department of Environmental Regulation will be preserved and protected in its natural state except as specifically allowed by Development Orders issued by the City of Ormond Beach or by Flagler County.

(b) The following activities are allowed within those Wildlife/Water Management Areas which are not designated as Conservation Easements: Use of these areas in a sensitive fashion as a living laboratory for scientific research, in environmental education and monitoring as may be required by regulatory agencies; construction and maintenance by the Management Association of limited wood pedestrian walkways or wood broadwalks to be used to enhance environmental education of

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Management Association members and their guests and, upon prior permission, to enhance environmental education of local school children as may be appropriate; performance of minimal dredge and fill activities as expressly set forth in the Subdivision Development Order issued by the City of Ormond Beach or Flagler County (additional dredge and fill beyond that allowed by such Development Orders may be undertaken only upon approval of the Management Association, upon obtaining required permits and, as necessary, upon amendment of the Development Orders); encroachment of drainage systems or other utilities which will not impact the continued viability of these areas; movement through these areas in non-organized recreational activities which are limited so as not to adversely impact the areas.

7.5 Land Use Limitations Applicable to Conservation Easements. The below listed activities and uses are prohibited in or upon all Conservation Easement Areas, except to the extent such activities are specifically authorized by permits issued by the District:

(a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

(b) Dumping or placing of soil or other substance or materials as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.

(c) Removal or destruction of trees, shrubs, or other vegetation.

(d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface.

(e) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or

water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

All construction, including dredging or filling, shall be prohibited waterward of the wetlands limit lines established jointly by the Developer and the District and shall be prohibited within Conservation Easements designated on the Plat even if such Conservation Easements overlap Lots or Common Areas; and shall be prohibited along the Little Tomoka River or connected on-site waterways, except, however, construction, etc. may occur in these areas to the extent specifically authorized by applicable permit issued by the District. The District may enforce the restrictions contained in this Section and this Section may not be amended without prior approval of the District.

Section 7.6 Cross Easements. The Management Association is hereby granted a perpetual easement upon all Common Areas, all areas owned by the Utility Company and all Lots for the purpose of going upon said properties to fix, repair, alleviate or change any condition adversely affecting the stormwater management systems, discharge facilities, Drainage Areas, Wildlife/Water Management Areas or Conservation Easements. In exercising this right the Management Association shall act reasonably so as to cause the least inconvenience or difficulty to the owner or owners of said properties.

ARTICLE VIII

UTILITIES

Section 8.1 Connection to Utilities. Water, sewer treatment, and irrigation systems constructed by the Developer must be utilized by owners within the Subdivision. These utilities will be owned and operated by either the City of Ormond Beach or the Utility Company. Required connection to the potable

water service will be by conventional, individually metered means, with the owner responsible for bearing normal installation costs and responsible for maintenance of the water service from the primary line to the dwelling unit. The owner of each Lot and Dwelling Unit shall bear the costs of required tie-in to the sewer collection network such as the costs incurred for purchasing a holding tank, electric pump and lines of the design, type and size specified by Developer or City of Ormond Beach, whichever is applicable. Similarly, each owner shall bear the costs incurred in obtaining approval for location of the holding tank, electric pump and lines on the Lot, and for installing the holding tank, electric pump and lines so they are compatible with the low pressure sewer collection design as specified by the Utility Company or City of Ormond Beach, whichever is applicable. Location of the holding tank, pump and lines on the Lot must be approved by the Committee as a condition precedent to commencing construction on the Lot. Immediately after acceptable installation of the holding tank, pump and lines, the blanket easement which Developer retained at the time the applicable plat was recorded shall be deemed automatically released except for that portion of the blanket easement under and within a distance of six feet of any part of said holding tank, pump and lines, which portion of the blanket easement shall be deemed automatically dedicated to the Utility Company or the City of Ormond Beach (whichever is applicable) for the purpose of maintaining (and if necessary repairing) the pump and the lines. It shall not be necessary to execute or record any additional documents to effect such automatic release and automatic dedication. After acceptable installation of the holding tank, pump and lines, including wiring of the pump to Lot owner's electrical source, the maintenance of the holding tank will be the responsibility of the Utility Company or the City, whichever is applicable. The Owner, however, shall be responsible for the costs of repairing damage to the holding tank, pump or lines by the Owner, the Owner's family, guests or invitees. Owner will be

responsible for minimal electrical power costs associated with the holding tank pump. One holding tank will be required per dwelling unit except that on certain cul-de-sacs and in areas of attached dwellings more than one Dwelling Unit may utilize a holding tank if approved by Developer.

Section 8.2 Central Irrigation System. Connection to the central irrigation system provided by City or Utility Company will be mandatory, and no Lot owner or Dwelling Unit owner shall be allowed to use any other irrigation system whether it be well, potable water or otherwise. The Purchaser of a Lot or Dwelling Unit from the Developer will be required to pay a One-Time Irrigation Hookup Assessment equal to the amount in effect as of the date of closing on the Lot purchase. Such assessment must be paid at closing on the purchase of a Dwelling Unit from the Developer and either within one year from the date of closing on the purchase of a Lot or upon issuance of a building permit for said Lot, whichever shall occur first. One such assessment shall be made upon each platted Lot or Dwelling Unit within the Subdivision, and this assessment is to be paid to the Utility Company or the City of Ormond Beach, whichever is applicable. The amount of said One-Time Irrigation Hook-Up Assessment shall initially be \$1,200.00. The amount of said assessment in effect in the future shall be adjusted up or down annually in an amount in accordance with the increase or decrease in the Consumer Price Index over the "Base Index". The Consumer Price Index published for the month in which the first closing on a Lot occurs shall be the "Base Index" for purposes of this section. Neither Developer nor Georgia Pacific shall be obligated to pay this One-Time Irrigation Hookup Assessment on any vacant Lots which either may own, but will be subject to payment of the One-Time Irrigation Hookup Assessment whenever a building permit is issued for a Lot or Dwelling Unit owned by Developer or Georgia-Pacific. The owner of a Lot or Dwelling Unit connecting to the central irrigation system will be required to utilize line, sprinkler heads and valves that are compatible with the pressures of the

system as specified by the Utility Company or the City of Ormond Beach, whichever is applicable. The cost of installing connecting and maintaining the irrigation system (holding tank, pump and lines) with the primary line connection (hereinafter "Irrigation Cost") will be borne by the Lot or Dwelling Unit owner and is distinct and separate from the One-Time Irrigation Hookup Assessment described above. Nothing herein prohibits or precludes governmental agencies from collecting impact fees as allowed by Florida law.

WARNING: THIS IRRIGATION WATER CONTAINS TREATED DOMESTIC WASTE WATER AND IS NOT FOR DRINKING, IT IS TO BE USED FOR IRRIGATION PURPOSES ONLY. NORMAL HOSE BIBS ON THE IRRIGATION LINES AND USE OF IRRIGATION WATER WITHIN RESIDENCES IS PROHIBITED.

Section 8.3 Liens. The Utility Company, its successors or assigns are hereby granted a lien upon all Lots and Dwelling Units within the Subdivision to secure the prompt payment of the One-Time Irrigation Hookup Assessment and the Irrigation Cost. A similar lien is hereby granted to the Utility Company and the City of Ormond Beach to secure the prompt payment of their respective monthly utilities user charges. Each Lot and Dwelling Unit owner shall by acceptance of a deed of conveyance thereof, whether or not it shall be so expressed in any such deed or instrument, be obligated to promptly pay the Irrigation Cost, to pay the One-Time Irrigation Hookup Assessment at such time as it may become due and to pay the monthly utilities user charges (hereinafter "user charges") as they become due, and said owner shall be liable for, and a lien against the Lot or Dwelling Unit shall secure the full amount of said Irrigation Costs, assessments and user charges and the costs and expenses, including reasonable attorney's fees, expert witness fees and litigation related costs which may be incurred by the Utility Company or City of Ormond Beach (whichever is applicable) before trial, at trial and on appeal in enforcing their lien or the provisions of this Declaration. The total assessments, Irrigation Cost and user charges shall be the joint and several

personal obligation of all persons or entities who were the owner or owners of such Lot or Dwelling Unit at the time when the assessment, user charge or Irrigation Cost first became due and payable, and also the joint and several personal obligation of any subsequent grantees who take title without first obtaining written confirmation from the Utility Company and the City of Ormond Beach, that neither the One-Time Irrigation Hookup Assessment nor any Irrigation Cost nor any user charges are outstanding against the Lot or Dwelling Unit being purchased. In the event a Lot or dwelling unit is rented each tenant shall also be jointly and severally liable for the entire total amount of the assessments, Irrigation Costs and user charges. The liens granted herein shall also secure payment of or advances for taxes and payments on superior mortgage liens, or encumbrances which may be made by the Utility Company or the City of Ormond Beach in order to protect their respective interests, and both shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances. Prospective purchasers are hereby notified of the possibility of these liens for the One-Time Irrigation Hookup Assessment, the Irrigation Cost and the monthly user charges against any Lot or dwelling unit in the Subdivision, and are directed to request from an officer or designated person of the Utility Company and the City of Ormond Beach a statement as to the status of these Irrigation Costs, user charges and assessments. Such statements when executed by authorized representatives of the Utility Company and the City of Ormond Beach respectively shall serve as accurate statements of the status of such Irrigation Costs, user charges and assessments which may be relied upon by a purchaser, mortgagee or title examiner.

Section 8.4 Lien Foreclosure. The Liens herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida.

Section 8.5 Ownership Subject to Existing Liens. All persons, firms, corporations, and other business entities, which

shall acquire, by whatever means, any interest in the ownership of any Lot or Dwelling Unit, or who may be given or who may acquire a mortgage, lien or other encumbrance on a Lot or Dwelling Unit are hereby placed on notice of the lien rights granted to the City of Ormond Beach and the Utility Company under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said Lot or Dwelling Unit expressly subject to the lien rights provided herein.

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Section 8.6 Lien Preparation and Recording. The Liens created pursuant to this Section of the Declaration exist prior to recording of a claim of lien, but are perfected for the purpose of priority among competing creditors by the recording in the Public Records of Volusia County or Flagler County, Florida, whichever is applicable, of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. A single claim of lien may be used to perfect the lien for assessments and user charges. The claim of lien also perfects the lien for past and future interest, collection costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, whether or not such interest, costs and fees are expressly mentioned in the claim of lien. The claim of lien shall be signed and verified by an officer or designated person of the Utility Company. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by an officer or designated person of the Utility Company. These lien rights are in addition to, not in lieu of, the right of the City of Ormond Beach or of the Utility Company to terminate service for non-payment.

Section 8.7 Monthly Utilities User Charges. The owner shall assume and pay as and when the same shall become due all applicable monthly user charges. For potable water and sewer,

the owner shall be responsible for paying user charges to either the Utility Company or the City of Ormond Beach based upon metered consumption, subject to termination of service for non-payment. For irrigation water, the owner shall pay a non-metered monthly charge. The Utility Company shall strive to maintain a rate structure for potable water and sewer service comparable to rates charged by the City of Ormond Beach to its utility customers, although the Utility Company rates shall not be bound to the City's rates and the Utility Company may adjust its rates for potable water and sewer service and for irrigation water as necessary and at levels deemed appropriate based upon budgetary considerations, including long-term capital replacement considerations. Nothing contained herein shall prohibit the Utility Company from levying assessments, collecting user and other fees, or from borrowing for the construction, improvement, maintenance, repair, enhancement, enlargement or operation of said utilities plants, structures and equipment; or from conveying the utilities assets or the stock of Utility Company to another party or parties, including the City of Ormond Beach.

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ARTICLE IX

COVENANTS AGAINST PARTITION

AND

SEPARATE TRANSFER OF COMMON AREAS

It is recognized the full use and enjoyment of any Lot or Dwelling Unit within the Subdivision is dependent upon the use, enjoyment, maintenance, protection and preservation of certain Common Areas, Drainage Areas and Wildlife/Water Management Areas, and the improvements made thereto, and that it is in the interests of all Lot and Dwelling Unit owners that the ownership of the Common Areas, Drainage Areas and Wildlife/Water Management Areas be retained by the Associations as provided in this Declaration. As such, no Lot or Dwelling Unit owner shall have the right to transfer the Lot or Dwelling Unit owner's interest in the Associations other than as an appurtenance to and in the same transaction with, a transfer of title to the Lot or Dwelling

Unit, and the Associations shall have no right to transfer title to any part of the Common Areas, Drainage Areas or Wildlife/Water Management Areas without Developer's prior written consent. Nothing in this Article IX, however, shall: (a) preclude a conveyance by the Developer, its successors or assigns of any undivided interest in the Common Areas, Drainage Areas or Wildlife/Water Management Areas to the Associations for the purpose of effectuating the purposes of this Declaration; or (b) preclude a conveyance by the Developer, its successors or assigns of any utility easements across, under, above or upon the Common Areas, Drainage Areas or Wildlife/Water Management Areas.

ARTICLE X

CONTROL AND TURNOVER OF UTILITY COMPANY, SALE OF ASSETS OR STOCK

10.1 Notwithstanding any contrary or inconsistent provision in other Articles of this Declaration, unless the Developer earlier turns over all control of the Utility Company to the members, the Developer shall have the right for a period of thirty (30) years after the recording of this Declaration to at any time appoint members to the Board of Directors of the Utility Company so as to assure Developer's appointed Directors constitute at least seventy-five percent (75%) of the Utility Company's Directors. During this thirty year period, the members of the Utility Company shall have the right to elect the remaining Directors up to but not exceeding twenty-five percent (25%) of the Directors of the Utility Company. Nothing herein shall preclude or prohibit the Developer from selling or otherwise transferring the Utility Company or its assets during the above described thirty year period. At the end of the thirty year period, assuming Developer has not sold the Utility Company or its assets, the Developer shall turn over the Utility Company to the members. Nothing herein shall preclude or prohibit the Developer from, at its option, turning over the Utility Company to the members prior to the end of the thirty year period. In the event the Utility Company is so turned over to the members, all of the Directors of the Utility Company shall thereafter be

elected by the members.

ARTICLE XI

CONTROL AND TURNOVER OF ASSOCIATIONS

11.1 Notwithstanding any contrary or inconsistent provision in other Articles of this Declaration, the Developer shall have the right for a period of thirty (30) years after the recording of this Declaration to at any time appoint members to the Board of Directors of the Management Association so as to assure Developer's appointed Directors constitute at least 75% of Management Association's Directors. Control of the Management Association shall be turned over to the members at the end of said thirty year period in the event Developer has not earlier turned the Management Association over to the members.

11.2 The Developer shall also have the right to at any time appoint members to the Board of Directors of the Owners Association and to the Board of any Neighborhood Association so as to assure Developer's appointed Directors constitute up to 75% of each of said Association's Directors until such time as seventy-five percent (75%) of the approved permitted dwelling units defined in both the Subdivision Development Order of the City of Ormond Beach, as amended and of the County of Flagler, as amended, and as approved in the Subdivision Development of Regional Impact, as amended, have been built. For purposes of determining when Developer's right of representation in the Owners Association and Neighborhood Association expire, Developer shall have the right to include additional permitted dwelling units within this calculation as may be described in future Subdivision Development Orders entered by the City of Ormond Beach or Flagler County, or both.

11.3 During the time Developer still has a right of representation in a particular Association, the Developer shall have the right to veto any action taken by the Board of that particular Association at a time when more than 25% of the Directors of that Association were not appointed by Developer. Control of the Owners Association, all Neighborhood Associations

and their records shall be turned over to the members at such time as Developer's right of representation expires in the event Developer has not earlier turned the Owners Association and Neighborhood Association over to the members.

ARTICLE XII

RESERVATION OF EASEMENT RIGHTS

The Developer expressly reserves the right to declare and impose an easement over the private streets, Common Areas, Wildlife/Water Management Areas and Drainage Areas of the Subdivision, by subsequent recorded instrument reciting exercise of this reserved right. The purpose of such declared easement shall be to create a right of ingress and egress in favor of classes of persons who may not be members of the Association. The Developer shall designate the classes of persons who may utilize the easement rights and the Developer shall also prescribe appropriate rules and regulations for such easement use.

ARTICLE XIII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the said land, and each provision and covenant shall constitute an equitable servitude upon the heirs, personal representatives, successors and assigns of each owner of a Lot or dwelling unit, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is first recorded in the Public Records of Volusia County, Florida, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless (a) an instrument, signed by seventy-five percent (75%) of the then owners of record of Lots and Dwelling Units in the Subdivision, is recorded both in the Public Records of Volusia County and Flagler County, Florida pursuant to which the said owners repeal the provisions of this

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Declaration and (b) proper governmental authority for repeal of this Declaration is obtained.

IN WITNESS WHEREOF, the Developer, Georgia-Pacific Investment Company and Halifax Properties, Inc., have hereunto set their hands and seals on the dates indicated below.

GEORGIA-PACIFIC INVESTMENT COMPANY

By: Willie Duke

Attest: [Signature]

HALIFAX PROPERTIES, INC.

By: Thomas L. Durrance

Attest: Margaret D. Persons

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 Willie Duke and Joseph X. Gildgorth, well known by 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 26th of April, 1989.

Margaret D. Persons
Notary Public

My Commission expires: MARGARET D. PERSONS
Notary Public, DeKalb County, Georgia
My Commission Expires May 15, 1990

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 N/A, well known by me to be the President and the N/A respectively of Halifax Properties, Inc. and that they severally executed the same freely and voluntarily under authority duly vested in them said corporation.

WITNESS MY HAND AND OFFICIAL SEAL in the County of Volusia, State of Florida this 28th of April, 1989.

Margaret D. Persons
Notary Public

My Commission expires: Margaret D. Persons
Notary Public, State of Florida
My Commission Expires July 12, 1992

This instrument prepared
by Harold C. Hubka, Esquire
P. O. Box 5488
Daytona Beach, FL 32018