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FILED FOR RECORD

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**HUNTER RIDGE SUBDIVISION**

IN THE PUBLIC RECORDS  
OF JEFFERSON CO., FLA.  
FILED BY B. HARRIS  
CLERK

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS: That this Declaration of Restrictions and Protective Covenants is made and entered into by HERBERT G. DEMOTT, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Jefferson County, Florida, which is more particularly described as:

SEE ATTACHMENT "A"

This also being the lands included in that certain subdivision plat of HUNTER RIDGE SUBDIVISION recorded in Plat Book B, Page 60 of the Public Records of Jefferson County, Florida.

NOW THEREFORE, the Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

1. "Association" shall mean and refer to HUNTER RIDGE SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.
3. "Properties" shall mean all real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association as provided in Article VI.
4. "Common Areas" shall mean all real properties owned or held in common through easements by the Association for the common use and enjoyment of the owners.

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5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.

6. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III hereof.

7. "Developer" shall mean and refer to HERBERT G. DEMOTT, his heirs, successors and assigns.

8. "Board" shall mean the Board of Directors of the Association.

#### ARTICLE II - PROPERTY RIGHTS

1. Owners Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and the right to ingress and egress over all private roads within the properties, which rights shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas of properties owned or maintained by the Association and the personal conduct of the member and their guests thereof, and to establish penalties for the infraction thereof.

2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Areas or private roads to the members of his or her family, his or her tenants, his or her guests or contract purchasers who reside on the property.

3. Road Construction Standards.

(a) The Developer agrees that all roads will be constructed to the current standard of Jefferson County and that the Developer will maintain the roads at his expense until fifty percent (50%) of the lots have been sold or for the period of one year from this date, whichever event occurs first.

(b) It is understood and agreed by all parties to this agreement that this is a private subdivision and that Jefferson County has no present or future obligations or responsibilities for the roads, drainage or other improvements within this private subdivision.

#### ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Declarant has deemed it desirable for the efficient preservation of the values and amenities of the Property to create an agency to which should be delegated and

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assigned the powers of maintaining and administering the common areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges set forth in this document, and for the purpose of promoting the common interest of the Owners. Accordingly, Declarant has caused or shall cause to be incorporated under the laws of the State of Florida, as a non-profit corporation, the Association, for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation, its By-laws, and this Declaration, and may include, but not be limited to, maintenance and preservation of Common Areas. The Association may engage in any other article or assume any responsibilities that may be considered as promoting the common interest of the Owners.

1. Each Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. The Owner of each lot shall automatically be a member of the Association, provided, however, that where any lot is owned by more than one person, one of the lot Owners shall be designated to exercise all of the rights of membership on behalf of the Owners of the lot.

3. In the event the record Owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the Owner of the lot.

4. Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of Directors of the Association. No Owner shall be entitled to vote unless such Owner has fully paid all assessments as provided herein and as shown by the books of the Association.

5. Notwithstanding any of the provisions hereinabove, or provisions of the charter, by-laws or other rules or regulations of the Association, the Developer shall be entitled to have absolute and complete voting control with respect to the Association until six (6) months after the date of the sale of the first lot, at which time the provisions set forth above shall take effect. Until six (6) months from the date of the sale of the first lot, the Developer shall be entitled to elect all directors and officers of the Association.

6. Six (6) months after the date of the sale of the first lot, the owners of all lots shall be entitled to elect new Board of Directors, and all then serving directors shall resign their positions at the time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall rest in the majority duly elected in accordance with the terms hereof. The Developer shall schedule, send out notice and coordinate said meeting.

**ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the Lien and Personal Obligations of Assessments.** The Developer, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

2. **Purpose of Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the properties and for all easements, and Common Areas situated on the properties, including but not limited to:

(a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association;

(b) To perform routine road maintenance in a manner to assure the roads to be in a safe condition and for all weather travel;

(c) Lighting, improvements, and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices;

(d) Management, maintenance, improvement and beautification of all parks, lakes, ponds, buffer strips, recreation area and facilities;

(e) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the Owners or occupants of lands included in the development;

(f) Repayment of funds and interest thereon, borrowed by the Association.

3. **Maximum Annual Road Maintenance Assessment.** Until January 1 of the

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year immediately following the conveyance of the first lot to an Owner, the first year annual road maintenance assessment shall be one hundred dollars (\$100.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual road maintenance assessment may not be increased more than ten (10%) percent above the maximum assessments for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual road maintenance assessment may be increased more than ten (10%) percent only by vote of at least two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth above.

4. Special Assessments for Capital Improvements. Each lot Owner shall pay a special assessment for capital improvements in the amount of \$50.00 per lot per year, which assessment shall terminate ten (10) years from the date of the recording of the plat for HUNTER RIDGE SUBDIVISION, but may be continued for an additional set number of years and a set amount of assessment by a two-thirds (2/3) vote of the lot Owners at a duly called meeting. Said funds shall be maintained in a separate capital improvement fund and shall be utilized specifically for improvements. These special assessments funds may be spent only on road surface improvements or drainage capital improvements.

5. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article IV shall be sent to all members not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the previous meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual or more frequent basis.

7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the sixth month following the conveyance of the first lot. The first annual assessment shall

be adjusted according to the number of months remaining in the calendar year. The Board of Directions shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid.

8. Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring an action at law against the property which action may become a lien against the real property of the lot Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or roads or by abandonment of his or her lot.

9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

10. Easements, Roadways, Utility. The following easements are reserved for the benefit of the Owners and the Association and pertain to the Property:

(a) Perpetual roadway easements for ingress and egress to and from the lots described in Plat Book \_\_\_, Page \_\_\_, of the Public Records of Jefferson County, Florida, are reserved for the benefit of all Owners and the Association, their respective licensees and invitees and tenants with the right to pass and repass along and within the Property.

11. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and preserve Common Areas of the Property, the Association shall not be liable to Owners, their invitees or guests for injury or damage caused by any latent defect or condition of the Common Areas to be maintained and repaired by the Association or caused by the acts of God or by third parties.

#### ARTICLE V - RESTRICTIVE COVENANTS

1. Trash, junk, garbage, and abandoned and inoperative motor vehicles shall be removed by the Association from any lot at the expense of the lot owner, if such is

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not removed by the owner within thirty (30) days of receipt of written notice from the Association requesting removal, mailed to the Owner by certified registered mail.

2. Travel trailers, campers, motor homes and tents shall not be permitted to remain on any lot longer than ninety (90) days per year; however, an Owner with or without a permanent dwelling on his or her lot will be allowed to maintain or park a travel trailer or motor home on his or her lot so long as it is completely housed in an enclosed garage or permanent building.

3. No trade or business, nor any noxious or offensive activity which may be or may become an annoyance or nuisance to the Owners of said property, shall be carried on upon the herein described lots.

4. Finished floor elevations of all habitable structures, must be minimum of one (1) foot above the 100 year storm. This elevation may be obtained from a registered surveyor.

5. There shall not be allowed any commercial animal operation or production, including but not limited to swine, goats or chickens. These lands shall be used only for residential and small farm homestead purposes. No swine or goats may be maintained for any purposes, but cattle and horses are allowed in a number and manner consistent with small farmsteads.

6. Motor homes shall not be utilized for housing purposes, unless a permanent home structure has been permitted and is under active construction and then for a period of use not to exceed six (6) months from the date of building permit.

7. Any small animal kennel shall be to the rear of the residence and set back from the property line at least fifty (50) feet. Animals, whether by action or numbers, shall not create a nuisance to the neighbors in the development.

8. No lot shall be used except for single-family residents or agricultural purposes associated with small farm homesteads. Each lot will be limited to one single-family residence.

9. No lot shall be further subdivided into less than five (5) acre tracts, with each such sub-lot being considered a separate lot and subject to all conditions and restrictions of this agreement.

10. Only site built homes containing a minimum of 1500 square feet of heated space will be allowed. All plans and specifications for construction of residences and other buildings shall receive prior approval from the Architectural Committee, before construction commences.

11. All structures shall be set back from any roads the required frontage as provided by the Jefferson County Development Code. Side and rear lot lines set backs shall be no less than twenty (20) feet.

12. Fencing shall be of chain link type and style, masonry or wood panels, with all fencing to be prior approved by the architectural committee. The lot owner will maintain the fencing in an attractive condition and in good repair.

13. All lots with permanent improvements will be landscaped to include grass lawn, shrubbery and trees. The lot owner will maintain the landscaping and keep it in a clean and neat condition. The undeveloped lots shall be kept in a clean, safe condition with the area mowed at least once a year.

14. In the event of a violation or breach of any of these restrictions by any person, the Developer, the Association or any Owner of any lot covered by these restrictions, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

15. The Developer reserves the right without notice to grant to any public utility, public body or the Association, a ten (10) foot wide easement for utilities and drainage across each lot and adjacent to every lot line.

16. Invalidation of any of these covenants, by judgment, court order, or otherwise, shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

#### ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans, exterior color scheme and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors

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of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII - PROPERTY SUBJECT TO THIS DECLARATION

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County, Florida, and has been hereinbefore described in the "WHEREAS" provisions on the first page hereof, and is by this reference incorporated herein.
2. Additions to Existing Property. Additional land may become subject to this declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of the Restrictions and Protective Covenants shall interlock all rights of members of the Association shall be uniform as between all lands or properties covered hereby.
3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the Owners of the properties to the utilization of the common areas and private roads as established hereunder.

#### ARTICLE VIII - AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole and exclusive right without notice to amend these covenants and restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein.

#### ARTICLE IX - ADDITIONAL COVENANTS AND RESTRICTIONS

No property Owner, without the prior written consent of the Developer and the Association, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

**ARTICLE X - GENERAL PROVISIONS**

1. **Enforcement.** The Association or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability.** Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of (20) years from the date this Declaration is recorded in the public records, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Owners, and thereafter, by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment must be recorded.

4. **Easements:** The Developer reserves the right to grant to Jefferson County the easements for the roads within the subdivision for purposes of public uses and maintenance.

In the tenth (10th) year from the date of the recording of the plat for HUNTER RIDGE SUBDIVISION, the Association shall, at their next regularly scheduled meeting, vote upon the issue of whether or not the members of the Association pave or further improve said access roads at the expense of the Association; and in the event the Association should determine that paving or improvement is so desired, they shall modify, extend or terminate the capital improvement assessment, as may be required and appropriate. Any paving or improvements shall be done first to the roads having the greatest traffic, with work done to acceptable engineering standards.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 17<sup>th</sup> day of Apr, 1995.

Signed, sealed, and delivered  
in the presence of:

Elmer A. Hawkins  
Witness Signature  
Elmer A. Hawkins  
(Type or Print Witness Name)

Herbert G. Demott  
HERBERT G. DEMOTT, Developer

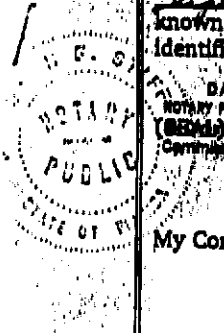
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Gina B. Bullock  
Witness Signature  
Gina B. Bullock  
(Type or Print Witness Name)

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> of Sept, 1995, by HERBERT G. DEMOTT, Developer, () who is personally known to me or ( ) who has produced \_\_\_\_\_ as identification.



DAWN F. STIFF  
NOTARY PUBLIC, STATE OF FLORIDA  
(SEAL) Expires Nov. 22, 1998  
Commission No. CC242718

Dawn F. Stiff  
Notary Signature  
Dawn F. Stiff  
(Type or Print Notary Name)  
Notary Public, State of Florida at Large  
Serial No. CC242718

My Commission Expires:

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HUNTER RIDGE SUBDIVISION

AMENDED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

IN THE PUBLIC RECORDS  
OF JEFFERSON CO. FLA.  
ELEANOR B. HAWKINS  
CLERK OF CIRCUIT COURT

NOW ALL MEN BY THESE PRESENTS: That this Amended Declaration of Restrictions and Protective Covenants is made and entered into by HERBERT G. DEMOTT, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Jefferson County, Florida, which is more particularly described as:

SEE ATTACHMENT "A"

This also being the lands included in that certain subdivision plat of HUNTER RIDGE SUBDIVISION recorded in Plat Book B, Page 80, of the Public Records of Jefferson County, Florida.

NOW THEREFORE, the Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easement, restrictions, covenants and conditions, which are for the purpose of protecting the value and the desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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1. "Association" shall mean and refer to HUNTER RIDGE SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those who have such interest merely as security for the performance of an obligation.
3. "Properties" shall mean all real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association as provided in Article VI.
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5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties.

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7. "Developer" shall mean and refer to HERBERT G. DEMOTT, his heirs, successors and assigns.

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(a) The right of the Association to adopt and publish rules and regulations governing the use of the Common Areas of properties owned or maintained by the Association and the personal conduct of the member and their guests thereof, and to establish penalties for the infraction thereof.

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(a) The Developer agrees that all roads will be constructed to the current standard of Jefferson County and that the Developer will maintain the roads at his expense until fifty percent (50%) of the lots have been sold or for the period of one year from this date, whichever event occurs first.

(b) It is understood and agreed by all parties to this agreement that this is a private subdivision and that Jefferson County has no present or future obligations or responsibilities for the roads, drainage or other improvements within this private subdivision.

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Declarant has deemed it desirable for the efficient preservation of the values and amenities of the Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the common areas, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and

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charges set forth in this document, and for the purpose of promoting the common interest of the Owners. Accordingly, Declarant has caused or shall cause to be incorporated under the laws of the State of Florida, as a non-profit corporation, the Association, for the purpose of exercising the aforesaid powers. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles of Incorporation, its By-laws, and this Declaration, and may include, but not be limited to, maintenance and preservation of Common Areas. The Association may engage in any other article or assume any responsibilities that may be considered as promoting the common interest of the Owners.

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3. In the event the record Owner of any lot is a corporation or other entity, such entity shall designate one of its officers or representatives as agent to exercise all of the rights of membership on behalf of the Owner of the lot.

4. Each lot shall be entitled to one vote at every duly called meeting of the members of the Association, including one vote in electing directors to serve on the Board of Directors of the Association. No Owner shall be entitled to vote unless such Owner has fully paid all assessments as provided herein and as shown by the books of the Association.

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6. Six (6) months after the date of the sale of the first lot, the owners of all lots shall be entitled to elect new Board of Directors, and all then serving directors shall resign their positions at the time unless re-elected in accordance with the terms hereof, and control of the Board of Directors and the Association shall rest in the majority duly elected in accordance with the terms hereof. The Developer shall schedule, send out notice and coordinate said meeting.

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(a) Payment of operating expenses of said Association, which shall include payment of insurance premiums on all insurance hereinafter acquired by the Association;

(b) To perform routine road maintenance in a manner to assure the roads to be in a safe condition and for all weather travel;

(c) Lighting, improvements, and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers, signs and traffic control devices;

(d) Management, maintenance, improvement and beautification of all parks, lakes, ponds, buffer strips, recreation area and facilities;

(e) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the properties neat and attractive or to preserve or enhance the value of the properties herein, or to eliminate fire, health or safety hazards, which in the judgment of the Association may be of general benefit to the Owners or occupants of lands included in the development;

(f) Repayment of funds and interest thereon, borrowed by the Association.

3. Maximum Annual Road Maintenance Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the first year annual road maintenance assessment shall be one hundred dollars (\$100.00) per lot.

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(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual road maintenance assessment may not be increased more than ten (10%) percent above the maximum assessments for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual road maintenance assessment may be increased more than ten (10%) percent only by vote of at least two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose. "The Developers vote on regular and special assessments shall not count for more than 49% of the total vote."

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum set forth above.

4. Special Assessments for Capital Improvements. Each lot Owner shall pay a special assessment for capital improvements in the amount of \$50.00 per lot per year, which assessment shall terminate ten (10) years from the date of the recording of the plat for HUNTER RIDGE SUBDIVISION, but may be continued for an additional set number of years and a set amount of assessment by a two-thirds (2/3) vote of the lot Owners at a duly called meeting. Said funds shall be maintained in a separate capital improvement fund and shall be utilized specifically for improvements. These special assessments funds may be spent only on road surface improvements or drainage capital improvements or other long term capital improvements approved by 2/3 vote of the Directors.

5. Notice and Quorum for any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article IV shall be sent to all members not less than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the previous meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the sixth month following the conveyance of the first lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directions shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual



assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid.

8. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate then permitted under Florida law. The Association may bring an action at law against the property which action may become a lien against the real property of the lot Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or roads or by abandonment of his or her lot.

9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not effect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

10. Easements, Roadways, Utility. The following easements are reserved for the benefit of the Owners and the Association and pertain to the Property:

(a) Perpetual roadway easements for ingress and egress to and from the lots described in Plat Book B, Page 89, of the Public Records of Jefferson County, Florida, are reserved for the benefit of all Owners and the Association, their respective licensees and invitees and tenants with the right to pass and repass along and within the Property.

11. Limitation of Liability of Association. Notwithstanding the duties of the Association, specifically including, but not limited to, its duty to maintain and preserve Common Areas of the Property, the Association shall not be liable to Owners, their invitees or guests for injury or damage caused by any latent defect or condition of the Common Areas to be maintained and repaired by the Association or caused by the acts of God or by third parties.

#### ARTICLE V - RESTRICTIVE COVENANTS

1. Trash, junk, garbage, and abandoned and inoperative motor vehicles shall be removed by the Association from any lot at the expense of the lot owner, if such is not removed by the owner within thirty (30) days of receipt of written notice from the Association requesting removal, mailed to the Owner by certified registered mail.

2. Travel trailers, campers, motor homes and tents shall not be permitted to

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remain on any lot longer than ninety (90) days per year; however, an Owner with or without a permanent dwelling on his or her lot will be allowed to maintain or park a travel trailer or motor home on his or her lot so long as it is completely housed in an enclosed garage or permanent building.

3. No trade or business, nor any noxious or offensive activity which may be or may become an annoyance or nuisance to the Owners of said property, shall be carried on upon the herein described lots.

4. Finished floor elevations of all habitable structures, must be minimum of one (1) foot above the 100 year storm. This elevation may be obtained from a registered surveyor.

5. There shall not be allowed any commercial animal operation or production, including but not limited to swine, goats or chickens. These lands shall be used only for residential and small farm homestead purposes. No swine or goats may be maintained for any purposes, but cattle and horses are allowed in a number and manner consistent with small farmsteads.

6. Motor homes shall not be utilized for housing purposes, unless a permanent home structure has been permitted and is under active construction and then for a period of use not to exceed six (6) months from the date of building permit.

7. Any small animal kennel shall be to the rear of the residence and set back from the property line at least fifty (50) feet. Animals, whether by action or numbers, shall not create a nuisance to the neighbors in the development.

8. No lot shall be used except for single-family residents or agricultural purposes associated with small farm homesteads. Each lot will be limited to one single-family residence.

9. No lot shall be further subdivided into less than five (5) acre tracts, with each such sub-lot being considered a separate lot and subject to all conditions and restrictions of this agreement.

10. Only site built homes containing a minimum of 1500 square feet of heated space will be allowed. All plans and specifications for construction of residences and other buildings shall receive prior approval from the Architectural Committee, before construction commences.

11. All structures shall be set back from any roads the required frontage as provided by the Jefferson County Development Code. Side and rear lot lines set backs shall be no less than twenty (20) feet.

12. Fencing shall be of chain link type and style, masonry or wood panels, with all fencing to be prior approved by the architectural committee. The lot owner will maintain the fencing in an attractive condition and in good repair.

13. All lots with permanent improvements will be landscaped to include grass lawn, shrubbery and trees. The lot owner will maintain the landscaping and keep it in a clean and neat condition. The undeveloped lots shall be kept in a clean, safe condition with the area mowed at least once a year.

14. In the event of a violation or breach of any of these restrictions by any person, the Developer, the Association or any Owner of any lot covered by these restrictions, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach, or as to any breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement.

15. The Developer reserves the right without notice to grant to any public utility, public body or the Association, a ten (10) foot wide easement for utilities and drainage along and adjacent to every lot line.

16. Invalidation of any of these covenants, by judgment, court order, or otherwise, shall in no wise affect any of the other provisions, all of which not so invalidated shall remain in full force and effect.

#### ARTICLE VI - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans, exterior color scheme and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII - PROPERTY SUBJECT TO THIS DECLARATION

1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Jefferson County,

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Florida, and has been hereinbefore described in the "WHEREAS" provisions on the first page hereof, and is by this reference incorporated herein.

2. Additions to Existing Property. Additional land may become subject to this declaration by recordation of additional or supplemental declarations containing essentially the same substance as the instant Declaration, in the sole discretion of the Developer. Any subsequent or supplemental Declaration of the Restrictions and Protective Covenants shall interlock all rights of members of the Association shall be uniform as between all lands or properties covered hereby.

3. General Provisions Regarding Additional Property. In the event additional property is added to the terms and provisions of this Declaration of Restrictions and Protective Covenants, no addition shall revoke or diminish the rights of the Owners of the properties to the utilization of the common areas and private roads as established hereunder.

#### ARTICLE VIII - AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole and exclusive right without notice to amend these covenants and restrictions for the limited purpose of curing any scrivener's error, ambiguity in or inconsistencies between the provisions contained herein.

#### ARTICLE IX - ADDITIONAL COVENANTS AND RESTRICTIONS

No property Owner, without the prior written consent of the Developer and the Association, may impose any additional covenants or restrictions on the properties or any additions thereto as may hereinafter be made pursuant to Article VI hereof.

#### ARTICLE X - GENERAL PROVISIONS

1. Enforcement. The Association or any Owner shall have the right to enforce by any proceedings at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of (20) years from the date this Declaration is recorded in the public records, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year

period by an instrument signed by not less than ninety (90%) percent of the Owners, and thereafter, by an instrument signed by not less than seventy-five (75%) of the Owners. Any amendment must be recorded.

4. Easements: The Developer reserves the right to grant to Jefferson County the easements for the roads within the subdivision for purposes of public uses and maintenance.

5. Purpose: The purpose of these Amended Declaration of Restrictions and Protective Covenants being to refine and change certain provisions of the original Declarations of Restrictions and Protective Covenants dated September 29, 1995 and recorded in Official Record Book 333, Page 1, these changes being underlined herein.

In the tenth (10th) year from the date of the recording of the plat for HUNTER RIDGE SUBDIVISION, the Association shall, at their next regularly scheduled meeting, vote upon the issue of whether or not the members of the Association pave or further improve said access roads at the expense of the Association; and in the event the Association should determine that paving or improvement is so desired, they shall modify, extend or terminate the capital improvement assessment, as may be required and appropriate. Any paving or improvements shall be done first to the roads having the greatest traffic, with work done to acceptable engineering standards.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, executed this Declaration this 4<sup>th</sup> day of October, 1996.

Signed, sealed, and delivered  
in the presence of:

J. Boulton Bird  
Witness Signature  
J. Boulton Bird  
(Type or Print Witness Name)

Herbert G. Demott  
HERBERT G. DEMOTT, Developer

Celinda C. Young  
Witness Signature  
Celinda C. Young  
(Type or Print Witness Name)

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 4<sup>th</sup> of October.

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1996, by HERBERT G. DEMOTT, Developer, (  ) who is personally known to me or ( ) who has produced \_\_\_\_\_ as identification.

(SEAL)



T. Buckingham Bird  
MY COMMISSION & CO-SURETY EXPIRES  
August 8, 2000  
ISSUED BY THE STATE OF FLORIDA, INC.  
My Commission Expires.

*T. Buckingham Bird*  
Notary Signature  
*T. Buckingham Bird*  
-----  
(Type or Print Notary Name)  
Notary Public, State of Florida at Large

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## DESCRIPTION

Commence at a concrete monument marking the Northeast corner of Section 19, Township 2 North, Range 5 East, Jefferson County, Florida and run South 88 degrees 08 minutes 55 seconds West, along the Section line, 185.0 feet to a concrete monument for a POINT OF BEGINNING, thence from said Point Of Beginning run South 14 degrees 48 minutes 31 seconds West 422.54 feet to a concrete monument, thence South 39 degrees 40 minutes 00 seconds East 288.97 feet to an iron rod in the center of a 60 foot roadway and utilities easement, thence run along the center of said easement as follows: North 33 degrees 10 minutes 00 seconds East 379.50 feet to an iron rod, thence North 89 degrees 03 minutes 00 seconds East 1181.96 feet to an iron rod, said point being on a curve concave to the Northwest, thence run in a Northeasterly direction, having a radius of 90.0 feet, through a central angle of 89 degrees 02 minutes 22 seconds, for an arc length of 139.86 feet, chord of said arc being North 44 degrees 31 minutes 49 seconds East 128.21 feet to an iron rod, thence North 00 degrees 00 minutes 38 seconds East 284.41 feet to a concrete monument, thence leaving the center of said easement run North 85 degrees 21 minutes 43 seconds East 482.79 feet to a concrete monument, thence North 00 degrees 01 minutes 20 seconds East 645.42 feet to a concrete monument, thence South 88 degrees 17 minutes 28 seconds West 186.60 feet to a concrete monument, thence North 00 degrees 01 minutes 20 seconds East 311.0 feet to a concrete monument, thence North 87 degrees 17 minutes 28 seconds East 60.03 feet to a concrete monument, thence North 00 degrees 01 minutes 20 seconds East 218.38 feet to a concrete monument, thence North 87 degrees 41 minutes 43 seconds East 948.14 feet to a concrete monument, thence South 34 degrees 20 minutes 00 seconds East 839.97 feet to a concrete monument, thence South 38 degrees 03 minutes 17 seconds East 789.78 feet to an iron rod, thence South 87 degrees 47 minutes 40 seconds West 8.93 feet to an iron rod, thence South 02 degrees 12 minutes 20 seconds East 30.0 feet to a concrete monument, thence South 52 degrees 35 minutes 34 seconds West 578.88 feet to a concrete monument, thence South 72 degrees 16 minutes 00 seconds West 289.89 feet to a concrete monument, thence North 56 degrees 17 minutes 44 seconds West 225.01 feet to a concrete monument, thence South 49 degrees 20 minutes 03 seconds West 287.68 feet to a concrete monument, thence South 88 degrees 13 minutes 28 seconds West 408.67 feet to a concrete monument, thence South 84 degrees 07 minutes 15 seconds West 134.83 feet to a concrete monument, thence South 81 degrees 49 minutes 32 seconds West 512.95 feet to a concrete monument, thence North 73 degrees 12 minutes 47 seconds West 367.63 feet to a concrete monument, thence South 49 degrees 26 minutes 56 seconds West 330.47 feet to a concrete monument, thence South 13 degrees 09 minutes 10 seconds East 154.88 feet to a concrete monument, thence South 52 degrees 44 minutes 56 seconds West 415.80 feet to a concrete monument, thence South 80 degrees 12 minutes 59 seconds West 701.53 feet to a concrete monument, thence North 82 degrees 28 minutes 49 seconds West 261.40 feet to a concrete monument on the East right-of-way line of County Graded Goldburg Road, thence North 01 degrees 13 minutes 06 seconds West, along said right-of-way line, 808.89 feet to a concrete monument, thence North 14 degrees 25 minutes 03 seconds West 725.47 feet to a concrete monument, thence North 88 degrees 08 minutes 55 seconds East 437.84 feet to the Point Of Beginning. Containing 95.85 acres, more or less.

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JEFFERSON CO., FL

**SECOND AMENDMENT TO DECLARATION OF  
RESTRICTIVE AND PROTECTIVE COVENANTS FOR HUNTER RIDGE SUBDIVISION**

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KNOW ALL MEN BY THESE PRESENTS: That this Second Amendment to the Declaration of Restrictions and Protective Covenants as amended for Hunter Ridge Subdivision dated October 4, 1996 and recorded in Official Records Book 366 at page 135, Public Records of Jefferson County, Florida and by reference made a part hereof, is made and approved by The Hunter Ridge Subdivision Property Owners Association, Inc. as reflected in the minutes of said association, at the annual meeting held January 12, 2000.

The Declaration of Restrictive and Protective Covenants, as amended, are amended as follows:

Article IV: COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 6: Uniform Rate of Assessment: Is amended in its entirety and replaced by the following provision.

Article IV: COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 6: Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on an annual basis, except for Lots 1 and 4; which Lots will be assessed Thirty Five Percent (35%) of the Lot's road maintenance assessment and One Hundred (100%) of the Lot's Capital Improvement special assessments.

All other terms and provisions of the Restriction and Covenants remain unchanged and in full force and effect.

Dated this 29<sup>th</sup> Day of March, 2000

HUNTER RIDGE SUBDIVISION  
PROPERTY OWNERS ASSOCIATION

*Carolyn A. Sawyer*  
Signature of Secretary

Carolyn A. Sawyer  
Type or Print Name of Secretary

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of March, 2000, by Carolyn Sawyer,  who is personally known to me or ( ) who has/have produced \_\_\_\_\_ as identification.

(SEAL)  T. Buckingham Bird  
MY COMMISSION # CCM2207 EXPIRES  
August 6, 2000  
BONDED THRU TROY FARR INSURANCE, INC.

*T. Buckingham Bird*  
Notary Signature  
T. Buckingham Bird  
(Type or Print Notary Name)  
Notary Public, State of Florida at Large  
Serial No: \_\_\_\_\_

My Commission Expires:

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**THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS FOR HUNTER RIDGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: That this Third Amendment to the Declaration of Restrictive and Protective Covenants as amended for Hunter Ridge Subdivision dated October 4, 1996 and recorded in Official Records Book 366, Page 133, Public Records of Jefferson County, Florida and by reference made a part hereof, is made and approved by The Hunter Ridge Subdivision Property Owners Association, Inc. as reflected in the minutes of the said association, at a meeting duly called for these purposes and unanimously approved by the quorum of property owners, at the annual meeting held January 14, 2003.

The Declaration of Restrictive and Protective Covenants, as amended, are amended as follows:

Article V: RESTRICTIVE COVENANTS

SECTION 10: Is amended in its entirety and replaced by the following provision.

Article V: RESTRICTIVE COVENANTS

SECTION 10: Only site built homes containing a minimum of 1850 square feet of heated space will be allowed. All plans and specifications for construction of residences and other buildings shall have prior approval from the Architectural Committee, before construction commences.

The Declaration of Restrictive and Protective Covenants, as amended, are amended as follows:

Article V: RESTRICTIVE COVENANTS

SECTION 13: Is amended in its entirety and replaced by the following provision.

Article V: RESTRICTIVE COVENANTS

SECTION 13: All lots with permanent improvements will be landscaped to include grass lawn, shrubbery and trees. The lot owner will maintain the landscaping and keep it in a clean and neat condition. The undeveloped lots shall be kept clean and in a safe condition with the area mowed at least once per year. Furthermore, all undeveloped lots that border Hunter Ridge Road or Goldburg Road will be required to be mowed a minimum of two times per year. The time frame requirements for the mowing of these undeveloped lots shall be once between March 1<sup>st</sup> and June 1<sup>st</sup> and then once again between September 1<sup>st</sup> and November 1<sup>st</sup> of the same year.

All other terms and provisions of the Restriction and Covenants remain unchanged and in full force and effect.

Dated this 29<sup>th</sup> day of January 2003.

HUNTER RIDGE SUBDIVISION  
PROPERTY OWNERS ASSOCIATION, INC.

*David M. Driggers, Jr.*  
David M. Driggers, Jr. - President

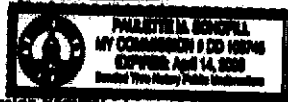
*Buddy Westbrook*  
Buddy Westbrook - Vice President

*Carolyn A. Sawyer*  
Carolyn A. Sawyer - Secretary

STATE OF FLORIDA  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January 2003, by David M. Driggers, Jr. as President, Buddy Westbrook as Vice President and Carolyn A. Sawyer as Secretary of The Hunter Ridge Subdivision Property Owners Association, ( ) who is personally known to me or ( ) who has/have produced \_\_\_\_\_ as identification.

(SEAL)



My Commission Expires  
Serial No: *DD100845*

*Paullette Scholl*  
Notary Signature  
*Paullette Scholl*  
(Type or Print Notary Name)

Notary Public, State of Florida at Large

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OF JEFFERSON CO., FL.  
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