

This instrument prepared by and
after recording return to:
Robert W. Bowser, Esq.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

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**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
HUNTINGTON PLACE**

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HUNTINGTON PLACE (this "Eighth Amendment") is made as of this 16th day of October, 2018 ("Effective Date"), by **TRG CFG PROJECT IV, LLC**, a Florida limited liability company ("Declarant"), whose post office address is 135 2nd Avenue North, Jacksonville, Beach, Florida 32250.

RECITALS:

WHEREAS, pursuant to that certain Assignment and Assumption of Developer Rights dated June 25, 2014, recorded in O.R. Book 2771, Page 2277, Public Records of Indian River County, Florida, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Huntington Place recorded in O.R. Book 2123, Page 1336, Public Records of Indian River County, Florida, as subsequently amended (collectively, the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

WHEREAS, pursuant to Article XI of the Declaration, until such time as turnover of the Association occurs, Declarant has the right to unilaterally amend the Declaration for any purpose; and

WHEREAS, as of the Effective Date, turnover of the Association has not yet occurred; and

WHEREAS, pursuant to the authority granted to Declarant by the Declaration, Declarant wishes to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Eighth Amendment in the Public Records of Indian River County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Conflicts. In the event that there is a conflict between this Eighth Amendment and the Declaration, this Eighth Amendment shall control. Whenever possible, this Eighth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Developer or Declarant. Article I, Section 4 of the Declaration is hereby modified as follows:

“Developer” or “Declarant” shall mean and refer to the parties named above, and their successors and assigns. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant. Any such assignment may be made on a non-exclusive basis. All assignments of Declarant rights and/or obligations (whether full and/or partial) must be in writing. Preferred Builders shall not be deemed to be the Declarant and shall not assume liabilities of the Declarant.

5. Preferred Builder. Article I, Section 21 of the Declaration is hereby modified as follows:

“Preferred Builder” shall mean members of the Declarant-controlled Preferred Builder Program, whose members shall have the specific rights designated herein as well as any additional rights as determined by Declarant. The determination of which home builders are considered a Preferred Builder shall be solely within the discretion of Declarant and may be changed from time to time. Lennar Homes, LLC, a Florida limited liability company (“Lennar”), shall be deemed a Preferred Builder.

6. Regulation of and Use of Lots and Residences. The final paragraph of Article III, Section 4(c) of the Declaration is hereby modified as follows:

No motor vehicle shall be placed upon blocks, jacks, or similar devices upon any lot or common property for the purpose of maintenance, repair, or storage. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Preferred Builders of homes, Lots, Common Areas, or any other Huntington Place facility.

7. Regulations and Use of Lots and Residences. Article III, Section 4(m) of the Declaration is hereby modified as follows:

Other than home office uses permitted by the county, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any Lot or in any Residence, except for the development and sales activities conducted by the Developer, a Preferred Builder, or any independent builder who constructs a Residence on a Lot.

8. Computation. Article VIII, Section 3 of the Declaration is hereby modified as follows:

It shall be the duty of the Board of the Association prior to the Association's Annual Meeting, to prepare and adopt a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the budget, and the assessments to be levied against each lot for the following year to be forwarded by regular mail to each Member, based upon that Member's address in the Association's records, prior to the meeting. The budget and the assessment shall become effective at the annual meeting. In the event the Board of Directors of the Association fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Assessments levied pursuant to the annual budget or special assessment must be in the member's proportional share of expenses, which share may be different among classes of lots based upon the state of development thereof, levels of services received by the applicable members, or other relevant factors. All assessments must be collected on a statement or coupon basis. Notwithstanding anything contained in the Declaration to the contrary, neither Declarant nor the Association shall adopt any budget for Huntington Place without Lennar's consent, which consent shall not be unreasonably withheld and/or delayed, during such time as Lennar is actively marketing Lots or Residences for sale within Huntington Place.

9. Date of Commencement of Annual Assessments. Article VIII, Section 8(a) of the Declaration is hereby modified as follows:

The annual assessments provided for herein shall commence as to all lots on the first (1st) day of the month following the first conveyance by the Declarant of a lot to an Owner (except as to lots conveyed by Developer to a Preferred Builder, with respect to all such lots, assessments shall commence as provided in this provision upon a conveyance by a Preferred Builder to a third party purchaser, which right shall extend beyond the transition of control of the Association to members other than the Developer), and shall be due and payable in a quarterly (every three (3) months) fashion and on a schedule as the Board of Directors of the Association may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

10. Modification and Amendment. The first paragraph of Article XI of the Declaration is hereby modified as follows:

This Declaration may be amended at any time and from time to time upon the execution and recording of an instrument executed by the President and Secretary of the Association acknowledging and affirming that the Owner or Owners holding not less than a majority of the voting interests of the membership in the Association have approved the said amendment. Prior to turnover of the Association, however, the Declarant shall have the power unilaterally to modify and amend this Declaration; such an amendment may be executed by the Declarant alone and without joinder by the Association. Notwithstanding the foregoing, during such time as Lennar is actively marketing Lots or Residences for sale within Huntington Place, the Declaration may not be amended in a manner that would affect Lennar without Lennar's prior written consent, which consent shall not be unreasonably withheld and/or delayed, and Declarant shall amend the Declaration at the request of Lennar to the extent desired by Lennar in connection with Lennar's development and/or construction of Residences.

11. Surface Water Management System Easements. Article XIV, Section 6(c) of the Declaration is hereby modified as follows:

The Declarant hereby reserves unto Declarant and grants to the Association, subject to the terms and conditions of this Declaration, a non-exclusive easement burdening the areas of the Property designated on the Plat (and associated control structures), said areas being for the purpose of the Association effectively maintaining and operating the Surface Water Management System in accordance with the SJRWMD Permit. Declarant reserves, both for Declarant, and for the Owners collectively, and for the Association and for Preferred Builders, the right to grant additional non-exclusive easements over, under, across and through the Common Area, provided that such additional easement grants do not interfere with the effective maintenance and operation of the Surface Water Management System.

12. Preferred Builder Rights. Article XIV, Section 16 of the Declaration is hereby modified as follows:

Following the date upon which control of the Association is transferred to the Unit Owner controlled Board of Directors, and uUntil the last residence is sold by a Preferred Builder, Lennar shall be entitled to require, in its discretion, that subdivision gates may remain open and between (or for the duration of) the hours of 6:00 a.m. and 7:00 p.m. in any given day. a Preferred Builder shall have the right to operate model homes and erect signage and flags. A Preferred Builder may use the Club House as a sales center on a temporary basis until their model home is completed and in service. A Preferred Builder may conduct home sales promotional events as approved by Declarant. Additional rights may be assigned to a Preferred Builder as determined solely by Declarant. Notwithstanding

anything to the contrary contained herein, following the date upon which control of the Association is transferred to the Unit Owner controlled Board of Directors, any improvements of any nature made or to be made by a Preferred Builder, including, without limitation, improvements made or to be made to the Common Areas or any home or Residence, shall not be subject to the review of the ARB or the Association nor shall any such improvements be subject to the Architectural Planning Criteria.

13. Covenant. This Eighth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, Declarant has executed this Eighth Amendment as of the Effective Date.

Signed, sealed and delivered in the presence of:

“Declarant”

TRG CFG PROJECT IV, LLC, a Florida limited liability company

Wolfe Jaeger
Printed Name: WOLFE JAEGER

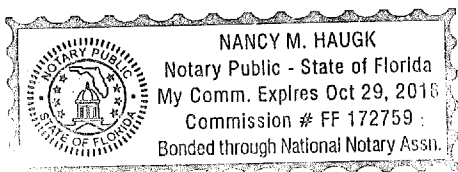
By: Michael McCann
Name: MICHAEL MCCANN
Title: MANAGER

Therese Riter
Printed Name: Therese Riter

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16th day of October, 2018, by MICHAEL MCCANN, as MANAGER of **TRG CFG PROJECT IV, LLC**, a Florida limited liability company, on behalf of said entity. Said person (check appropriate box) is personally known to me or has produced his driver's license as identification.

(Notary Stamp or Seal)



Nancy Haugk
Print Name: NANCY HAUGK
Notary Public, State of Florida
My Commission Expires: 10-29-18
Commission Number: FF 172759