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**PREPARED BY & RETURN TO:**

Crockett Law P.L.  
10033 Sawgrass Dr. W., Suite 125  
Ponte Vedra Beach, FL 32082

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**CERTIFICATE OF FIFTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE HUNTINGTON PLACE SUBDIVISION**

The undersigned manager of TRG CFG Project IV LLC, a Florida limited liability company, 135 2nd Avenue North, Jacksonville Beach, Florida 32250, which is the Developer, pursuant to the Assignment and Assumption of Developer Rights dated June 25, 2014, and recorded in Official Records Book 2771, Pages 2277 – 2281, inclusive, of the Public Records of Indian River County, Florida, of the Huntington Place Subdivision, which is controlled by the Declaration of Covenants, Conditions and Restrictions (“Declaration”) recorded in Official Records Book 2123, Pages 1336 – 1433, inclusive, of the Public Records of Indian River County, Florida, as amended and supplemented, implements the following amendment to the Declaration as authorized by Article XI of the same.

(NOTE: Except for section headings, underlined language is added and ~~struckthrough~~ language is deleted.)

**Article VII is amended as follows:**

**Section 2. Services.** The Association may obtain and pay for the services of any person or entity to manage the Association’s affairs or any part thereof, to the extent the Association deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancelable upon sixty (60) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer service and other common services to each lot. The Association shall be permitted but shall not be required to contract with the Declarant for the provision of all such services which the Association is required or permitted by this Declaration to perform. It is anticipated that such contracts will be entered into when economically feasible and acceptable to both parties.

The Association is authorized and empowered to enter into bulk service agreements with the providers of intranet, internet, television and radio telecommunications, and/or security services for the lots and the Common Areas within the Property. The Association is also authorized and empowered to lease or otherwise allow the occupancy of portions of the Common Areas by such service providers for the installation of equipment and operation of such services with or without the payment of consideration. The cost of such services is deemed to be a common expense and shall be included in the Association’s annual budget and shall be apportioned to the annual maintenance assessments against the lots in accordance with Art. VIII, Sec. 3 herein. All lots receiving security monitoring service pursuant to the bulk rate security alarm monitoring agreement shall have their annual assessments increased at a rate commensurate with the cost of the services as provided for therein. Each Owner by acceptance of the deed to his lot shall be deemed to have acknowledged the benefits to his lot derived from such bulk service agreements and to pay all charges there under applicable to his lot. However, the Association shall not be responsible or liable for the performance or non-performance of such service providers, but shall use reasonably diligent efforts to ensure adequate performance under such agreement for the benefit of the Owners.

*Fifth Amendment - Huntington Creek*

BK: 2834 PG: 1528

Article VIII is amended as follows:

Section 3. Computation. 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. ~~Both annual and special assessments must be fixed at a uniform rate for all lots and must be collected on a statement or coupon basis. 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.~~

IN WITNESS WHEREOF, TRG CFG Project IV LLC, has caused this Certificate to be executed in its name on March 26, 2015.

TRG CFG PROJECT IV LLC

[Signature]  
TRG CFG Project IV, LLC, a Florida limited liability company

By: TRG Residential Land Venture I, LLC, a Florida limited liability company, Its Manager

By: The Resource Group, LLC, a Florida limited liability company, By Thomas Kelly, Its Manager

WITNESSES:

Sign: [Signature]  
Print Name: Judith Gross

Sign: [Signature]  
Print Name: Lee Ann Fan

State of: Florida  
County of: St Johns

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2015, by Thomas Kelly as manager of The Resource Group, LLC, a Florida limited liability company who ( ) is personally known to me or (  ) has produced valid ID as identification.



Judith Gross  
COMMISSION # FF104346  
EXPIRES: March 20, 2018  
WWW.AARONOTARY.COM

Notary Public: [Signature]  
Printed Name: Judith Gross  
My Commission Expires: 3/20/18