

3120150014486 RECORDED IN THE RECORDS OF JEFFREY R. SMITH, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL  
BK: 2829 PG: 811, 3/11/2015 9:50 AM

**PREPARED BY & RETURN TO:**

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

(Space Above This Line For Recording Data)

**CERTIFICATE OF FOURTH 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 amendments to the Declaration as authorized by Article XI of the same.

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

**Article I is amended as follows:**

**Section 21. “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.

**Article III, Section 4 is amended as follows:**

*(Second full paragraph thereof)* All lots shall only be used as Residential Property. No building or structure shall be erected, placed, or permitted to remain on any lot other than a residential single-family dwelling unit. Developer or ~~D.R. HORTON, INC.~~ a Preferred Builder shall be permitted to place or erect temporary structures upon lots owned by the Developer or by ~~D.R. HORTON, INC.~~ a Preferred Builder and upon Common Property to be used in connection with its development and sales activities.

(p) Except for the Developer and except for ~~D.R. HORTON, INC.~~ a Preferred Builder, no Owner shall permit any service people, whether for the purposes of maintenance, repair, replacement, or improvement, to work upon a Lot or in a Residence before 8:00 a.m. or after 6:00 p.m., or on Sundays, except in the case of emergencies.

**Article VIII, Section 8 is amended as follows:**

(a) The annual assessments provided for herein shall commence as to all lots on the first (1<sup>st</sup>) 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 ~~D.R. HORTON, INC.~~ a Preferred Builder, with respect to all such lots, assessments shall commence as provided in this provision upon a conveyance by ~~D.R. HORTON, INC.~~ a Preferred Builder to a third party purchaser), 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.

*Fourth Amendment / Huntington Creek*

BK: 2829 PG: 812

Article XIV is amended as follows:

**Section 16. Preferred Builder Rights.** Until the last residence is sold by a Preferred Builder, subdivision gates may remain open and 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 Builders as determined solely by Declarant.

Addendum "A", Initial Architectural Planning Criteria, is amended as follows:

(iv) All residences must be of a style consistent in design and appearance with all other homes in the Subdivision. ~~This Style shall be consistent to the Colonial/County Style of the Club House.~~

(vi) All residences shall have a minimum air-conditioned floor space of ~~one thousand (1,000)~~ one thousand eight hundred (1,800) square feet.

(viii) There shall exist a minimum roof overhang on all residences of twelve (12) inches. All roofs shall be shingle, cement tile or clay tile, as approved by the Association. ~~Roof tile color cannot be the same on adjacent residences or within three lots.~~

IN WITNESS WHEREOF, TRG CFG Project IV LLC, has caused this Certificate to be executed in its name on March 3, 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

State of: Florida  
County of: Duval


The foregoing instrument was acknowledged before me this 3<sup>rd</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 \_\_\_\_\_ as identification.

WITNESSES:

Sign: [Signature]  
Print Name: Lori Oglesbee

Sign: [Signature]  
Print Name: Steve Jarrett

Notary Public: [Signature]  
Printed Name: Nancy M. Haugk

My Commission Expires: 

Fourth Amendment / Huntington Creek