

CERTIFICATE OF NINTH AMENDMENT
TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
HUNTINGTON PLACE

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HUNTINGTON PLACE (this "Ninth Amendment") is made as of this 9th, day of April 2021 ("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, The Declaration of Covenants, Conditions, and Restrictions for Huntington Place was recorded in the public records of Indian River County, Florida at Official Records Book 2123, Page 1336 et. seq., and amended at Official Records Book 2356, Page 2487, et. seq., Official Records Book 2398, Page 1912 et. seq., Official Records Book 2545, Page 2440, et. seq.; Official Records 2829, Page 811, et. seq.; Official Records 2834, Page 1527, et. seq.; Official Records 3061, Page 2478, et. seq.; Official Records 3061, Page 2480, et. seq.; and Official Records 3157, Page 1916, et. seq.

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 the Declaration of Covenants, Conditions and Restrictions for Huntington Place; 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 Ninth Amendment in the Public Records of Indian River County, Florida, does hereby declare that the Declaration is 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. Article III, Section 4(f) is amended to read as follows:

ARTICLE III
PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 4.

(f) Except for the permitted signs/advertising stated below, no signs, advertising, notice, lettering or pictures of any kind shall be exhibited, displayed, inscribed, painted, or affixed on any part of the exterior or interior of any Residence, or upon any lot or Common Property so as to be visible from the outside of any Residence, including, without limitation, signs indicating that a Residence/Lot is for sale or for rent (i.e., "For Sale", "For Sale by Owner", "For Rent", "Not Trespassing", "Garage Sale") or any window display advertising.

No sign of any kind shall be displayed to the public view on any lot except the following:

(1) Directional or traffic signs installed by the Developer or appropriate governmental authority, and signs denoting the Conservation areas.

(2) Signs having received prior written approval and consent of the Board of Directors. However, notwithstanding anything to the contrary, no political signs, flags, or banners are permitted.

(3) Address plates as approved by the Developer or the Board. Standard Security monitoring signs and other warning signs as approved by the Developer or the Board, or as required by any governmental authority.

(4) Promotional display signs or banners used by the Developer in connection with its development and marketing activities.

(The remaining provisions in Article III remain unchanged.)

3. Article X is amended to read as follows:

ARTICLE X
USE RESTRICTIONS AND RULE MAKING

Section 1. Authority and Enforcement. The Association shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the lots and the Common Area, provided that copies of all such rules and regulations be furnished to all Owners. If any Owner violates this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board of Directors of the Association shall have the right and power to impose fines which shall constitute a lien upon the lot owned by such Owner. The Board of Directors may also suspend the right to use the common areas and facilities. Fines and suspensions shall be levied in accordance with Section 720.305, Florida Statutes as may be amended from time to time. Fines may exceed \$1,000.00 in the aggregate but shall not exceed \$5,000.00 in the aggregate. The Board of Directors shall be authorized and empowered to begin any action in any court on behalf of the Association and all Owners to abate any nuisance or otherwise enforce this Declaration and may also pursue all other enforcement remedies available to it by law.

Section 2. No Implied Waiver. The failure of the Board to object to an Owner's or other part's failure to comply with the covenants or restrictions contained in this Document now or hereafter promulgated shall in no event be deemed a waiver by the board or any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of this Declaration.

4. The foregoing amendments to the Declaration of Covenants, Conditions, and Restrictions for Huntington Place were approved by a vote sufficient for approval. The amendments will be effective upon recording.
5. The adoption of these amendments appears upon the minutes of said meeting and is unrevoked.
6. All provisions of the Declaration of Covenants, Conditions and Restrictions of Diamond Sands are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 9th day of April 2021.

WITNESSES AS TO DECLARANT:

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

[Signature]
Printed Name: WOLFE JACKSON

[Signature], Manager
Printed Name: MICHAEL McCART

[Signature]
Printed Name: Kristin Baker

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [x] physical appearance or [] online notarization, by MICHAEL McCART, as Manager of TRG CFG PROJECT IV, LLC [X] who is personally known to me, or [] who has produced identification [Type of Identification: _____] this day of April 2021.

Notarial Seal

[Signature]
Notary Public

