

RECORD AND RETURN TO:
J. ATWOOD TAYLOR, III, ESQ.
SUITE 200
5070 NORTH A-1-A
VERO BEACH, FL 32963
772-231-4440

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

THIS CERTIFICATE OF SECOND AMENDMENT is executed on the date set forth below by **FOSTER I.R.C., LLC**, a California limited liability company, whose address is 1840 Gateway Drive, Suite 100, Foster City, California 94404 (hereinafter referred to as either the "Developer" or "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Huntington Place (hereinafter referred to as the "Declaration"), dated January 8, 2007, is recorded in Official Records Book 2123 at Page 1336, along with the Articles of Incorporation and By-Laws of the Huntington Place Property Owners' Association, Inc., a Florida not-for-profit corporation (hereinafter referred to as the "Association"), all of the Public Records of Indian River County, Florida; and

WHEREAS, the Declaration was first amended by instrument recorded in Official Records Book 2356 at Page 2487 of the Public Records of Indian River County, Florida; and

WHEREAS, the Developer is entitled to amend the Declaration pursuant to the terms thereof, specifically Article XI of the Declaration; and

WHEREAS, the Developer wishes to set forth certain additional and further amendments in a written instrument, pursuant to the power to amend reserved in the Declaration.

NOW THEREFORE, for valuable consideration in hand paid and received, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby declare as follows:

1. That the above recitals are affirmed as being true and correct.
2. That Article III, Section 4, second full paragraph thereof, of the Declaration in its current form is hereby deleted in its entirety and the following is substituted in its place and stead:

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.** shall be permitted to place or erect temporary structures upon lots owned by the Developer or by **D. R. HORTON, INC.** and upon Common Property to be used in connection with its development and sales activities.

3. That Article III, Section 4(p) of the Declaration in its current form is hereby deleted in its entirety and the following is substituted in its place and stead:

Except for the Developer and except for **D. R. HORTON, INC.**, 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.

4. That Article VIII, Section 8(a) of the Declaration in its current form is hereby deleted in its entirety and the following is substituted in its place and stead:

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 D. R. HORTON, INC.; with respect to all such lots, assessments shall commence as provided in this provision upon a conveyance by D. R. HORTON, INC. 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.

5. That Addendum "A," Initial Architectural Planning Criteria, section (vi) of the Declaration in its current form is hereby deleted in its entirety and the following is substituted in its place and stead:

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

6. That except as modified and amended by this instrument and as previously modified and amended by Certificate of Amendment recorded in Official Records Book 2356, Page 2487, of the Public Records of Indian River County, Florida, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on the dates set forth below.

Signed, sealed, and delivered in the presence of:

Arlene Dozier
Arlene Dozier

[Signature]

(Name: DARREL S JONES)

[Signature]

(Name: DARREL S JONES)

Arlene Dozier
Arlene Dozier

"DEVELOPER" or "DECLARANT"

FOSTER I.R.C., LLC,
a California limited liability company

By: *[Signature]* 1/22/2010

MARK FOSTER, Manager

By: *[Signature]* 1/22/2010

TODD FOSTER, Manager

See attached Notarial Acknowledgment required under California law.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo }

On January 22, 2010 before me, Martha Mendoza, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mark C. Foster and Todd B. Foster
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Huntington Place

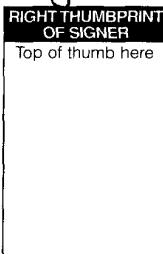
Document Date: January 22, 2010 Number of Pages: Three (3)

Signer(s) Other Than Named Above: Witnesses: Daniel S Jones and Arlene Dozier

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark C. Foster

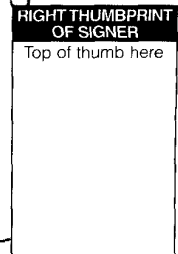
- Individual
- Corporate Officer — Title(s): Manager
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Foster I.R.C., LLC

Signer's Name: Todd B. Foster

- Individual
- Corporate Officer — Title(s): Manager
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Foster I.R.C., LLC

JOINDER AND CONSENT OF ASSOCIATION

The undersigned, **HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.**, a **Florida not-for-profit corporation** (hereinafter and heretofore referred to as the "Association"), does hereby join in and consent to the foregoing Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Huntington Place.

"ASSOCIATION"

**HUNTINGTON PLACE PROPERTY OWNERS'
ASSOCIATION, INC.**, a Florida not-for-profit
Corporation

By: 
MARK FOSTER, Director

By: 
TODD FOSTER, Director