


State of Florida



Department of State

I certify from the records of this office that HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 22, 2004.

The document number of this corporation is N04000011079.

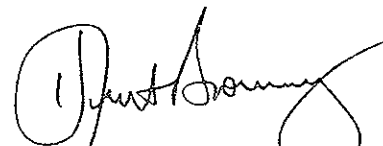
I further certify that said corporation has paid all fees due this office through December 31, 2006, that its most recent annual report/uniform business report was filed on May 1, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of January, 2007



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N04000011079.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fifth day of December, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

ARTICLES OF INCORPORATION
OF
HUNTINGTON PLACE
PROPERTY OWNERS' ASSOCIATION, INC.

The undersigned incorporator hereby forms a not-for-profit corporation under Chapter 617 of the laws of the State of Florida. The said entity shall function pursuant to the provisions of Chapters 607, 617, and 720, respectively, of the *Florida Statutes* and pursuant to general law.

ARTICLE I. NAME

The name of the corporation shall be as follows:

HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.

04 NOV 22 PM 2:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

The principal place of business of this corporation (hereinafter referred to as either the "corporation" or as the "Association") shall be c/o Suite 200, The Oak Point Professional Center, 5070 North Highway A-1-A, Vero Beach, Florida 32963, and the mailing address shall be the same.

ARTICLE II. PURPOSE OF POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential Lots and Common Area within that certain tract of property described as:

See EXHIBIT "A" attached hereto and incorporated herein by reference;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Huntington Place (hereinafter referred to as the "Declaration"), applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Indian River County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the asset of two-thirds (2/3rds) of the voting interests of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the two-thirds (2/3rds) of the voting interests of the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the voting interests of the members;

(g) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, *Florida Statutes*, by law may now or thereafter have or exercise; and

(h) the Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration, which pertain to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE III. MEMBERSHIP

Every person or entity, who is a record owner of a fee or undivided fee interest of any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE IV. ADDRESS

The street address of the initial registered office of the corporation shall be 5070 North Highway A-1-A, Suite 200, Vero Beach, Florida 32963, and the name of the initial registered agent of the corporation at that address is **J. ATWOOD TAYLOR, III**.

ARTICLE V. TERM OF EXISTENCE

This corporation shall be deemed to exist and its operation commenced upon the filing of these Articles of Incorporation with the Secretary of State of the State of Florida, Tallahassee, Florida. This corporation is to exist perpetually.

ARTICLE VI. VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to four (4) votes for each Lot owned.

ARTICLE VII. DISSOLUTION

The Association may be dissolved with the assent given in writing and executed by not less than eighty (80.0%) percent of the voting interests of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE VIII. BOARD OF DIRECTORS

This corporation initially shall have two (2) directors. The names and street addresses of the initial directors are as follows:

TODD FOSTER - Director
250A Twin Dolphin Drive
Redwood City, California 94065

MARK FOSTER - Director
250A Twin Dolphin Drive
Redwood City, California 94065

The manner in which the directors shall be elected shall be as specified and set forth in the By-Laws adopted by the corporation.

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the voting interests of the members. The right to amend the By-Laws shall be vested in the members as set forth therein.

ARTICLE X. INCORPORATOR

The name and street address of the incorporator to these Articles of Incorporation are as follows:

ROSSWAY MOORE & TAYLOR
c/o J. Atwood Taylor, III
5070 N. Highway A-1-A, Suite 200
Vero Beach, Florida 32963.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on this 16th day of November, 2004.

ROSSWAY MOORE & TAYLOR

By:



J. ATWOOD TAYLOR, III

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

J. ATWOOD TAYLOR, III, whose address is as follows: 5070 North Highway A-1-A, Suite 200, Vero Beach, Florida 32963, which is the same address as set forth in Article IV hereof, having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, *Florida Statutes*, and other applicable law.



J. ATWOOD TAYLOR, III

Date: November 16, 2004

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04 NOV 22 PM 2:40
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

EXHIBIT "A"

**Legal Description
for
HUNTINGTON PLACE**

Tract 1 and the East 30.38 acres of Tract 2, Section 17, Township 32 South, Range 39 East, according to the Last General Plat of the Lands of The Indian River Farms Company as filed in Plat Book 2, Page 12 of the Public Records of St. Lucie County, Florida, now Indian River County, Florida.

**ARTICLES OF AMENDMENT AND RESTATED
ARTICLES OF INCORPORATION**

OF

**HUNTINGTON PLACE
PROPERTY OWNERS' ASSOCIATION, INC.**

CLERK OF THE
TALLAHASSEE, FLORIDA

06 MAR 27 AM 8:23

FILED

The undersigned hereby file these Articles of Amendment and Restated Articles of Incorporation pursuant to Chapter 617 of the laws of the State of Florida. The Board of Directors has adopted these Articles of Amendment and Restated Articles of Incorporation; Member approval is not required. The said entity shall function pursuant to and have the powers delineated in the provisions of Chapters 607, 617, and 720, respectively, of the *Florida Statutes* and pursuant to general law. The Articles of Incorporation are amended and restated in their entirety as follows:

ARTICLE I. NAME

The name of the corporation shall be as follows:

**HUNTINGTON PLACE PROPERTY OWNERS'
ASSOCIATION, INC.**

The principal place of business of this corporation (hereinafter referred to as either the "corporation" or as the "Association") shall be c/o Suite 200, The Oak Point Professional Center, 5070 North Highway A-1-A, Vero Beach, Florida 32963, and the mailing address shall be the same.

ARTICLE II. PURPOSE OF POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Lots and Common Area within that certain tract of property described as:

See EXHIBIT "A" attached hereto and incorporated herein by reference;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for Huntington Place (hereinafter referred to as the "Declaration") applicable to the property and to be recorded in the Office of the Clerk of the Circuit Court of Indian River County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth herein in full, including as periodically modified and amended; such powers include the authority to adopt rules and regulations, to file suit and be sued, and to contract for necessary services for the benefit of the Association;

(b) fix, levy, assess, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate, for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the asset of two-thirds (2/3rds) of the voting interests of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the two-thirds (2/3rds) of the voting interests of the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of the voting interests of the members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3rds) of the voting interests of the members;

(g) have and exercise any and all powers, rights, and privileges that a corporation organized under Chapter 607, Chapter 617, Chapter 720, respectively, *Florida Statutes*, by law may now or thereafter have or exercise, including but not limited to all of the powers set forth in Section 617.0302, *Florida Statutes*; and

(h) the Association shall operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water

Management District permit requirements and applicable District rules, and shall assist in the enforcement of the Declaration, which pertain to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE III. MEMBERSHIP

Every person or entity, who is a record owner of a fee or undivided fee interest of any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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The street address of the initial registered office of the corporation shall be 5070 North Highway A-1-A, Suite 200, Vero Beach, Florida 32963, and the name of the initial registered agent of the corporation at that address is **J. ATWOOD TAYLOR, III**.

ARTICLE V. TERM OF EXISTENCE

This corporation shall be deemed to exist and its operation commenced upon the filing of these Articles of Incorporation with the Secretary of State of the State of Florida, Tallahassee, Florida. This corporation is to exist perpetually.

ARTICLE VI. VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to four (4) votes for each Lot owned.

ARTICLE VII. DISSOLUTION

The Association may be dissolved with the assent given in writing and executed by not less than eighty (80.0%) percent of the voting interests of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to such similar purposes.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE VIII. BOARD OF DIRECTORS

This corporation initially shall have two (2) directors. The names and street addresses of the initial directors are as follows:

TODD FOSTER - Director
250A Twin Dolphin Drive
Redwood City, California 94065

MARK FOSTER - Director
250A Twin Dolphin Drive
Redwood City, California 94065

The manner in which the directors shall be elected shall be as specified and set forth in the By-Laws adopted by the corporation.

ARTICLE IX. AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the voting interests of the members. The right to amend the By-Laws shall be vested in the members as set forth therein. Any amendment affecting the Surface Water Management System or any other system or plan permitted or approved by either the St. Johns River Water Management District or Indian River County shall have been first approved by the party exercising jurisdiction over the system or plan.

ARTICLE X. SJRWMD REQUIREMENTS

Section 6. Definitions. When used in these Articles in this Section the following terms will have the following meanings:

(a) **"SJRWMD" or "District"** means and has meant throughout these Articles, where previously used, the South Florida Water Management District, or its successor entity.

(b) **"Surface Water Management System"** means the Surface Water Management System or Storm Water Management System for the Property constructed pursuant to the SJRWMD permit which Surface Water Management System constitutes a part of the Common Areas. The Association owns or shall own the Common Area and owns the Surface Water Management System and hereby accepts responsibility for the operation and maintenance of the Surface Water Management System described in the SJRWMD application and the SJRWMD Permit.

(c) **Surface Water Management System Easements.** The Declarant hereby reserves unto Declarant and grants to the Association, subject to the terms and conditions of these Articles, 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, 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.

(d) **Operation and Maintenance of Surface Water Management System.** It is the responsibility of the Association to operate and maintain the Surface Water Management System. The Association shall effectively operate and maintain the Surface Water Management System in accordance with the SJRWMD Permit. This shall include the filling of monitoring reports on a quarterly basis during the first year, and semi-annually thereafter, for a period of three (3) years and until success criteria are met for two (2) consecutive monitoring intervals.

(e) **Amendment of Declaration.** Notwithstanding Article XI of these Articles, or any other amendment provision, any amendment (including a termination) of these Articles that would directly and adversely affect the operation and maintenance of the Surface Water Management System in a material respect must have the prior approval of the SJRWMD. Any amendment proposed to these Articles that would affect the Surface Water Management System, conservation areas, or water management portions of common areas shall be submitted to SJRWMD for review prior to finalization of the amendment. SJRWMD shall determine if the proposed amendment will require a modification of the environmental resource or Surface Water Management Permit. If a permit modification is necessary, the modification must be approved by SJRWMD prior to the amendment of these Articles or its effectiveness.

(f) Disposition. The Association shall not dissolve or dispose of any Common Area or common open space or improvements therein except to an organization concerned with and designed for the continued maintenance in accordance with the requirements of the original development approval.

(g) Enforcement. SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Articles that relate to the maintenance, operation, and repair of the surface water or storm water management system.

(h) Swale Maintenance. The Developer has constructed a drainage swale upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by SJRWMD. Filling, excavating, constructing fences, or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

(i) Alteration of Drainage Flow. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of SJRWMD.

(j) Submission and Confirmation. Prior to the commencement of construction on any Lot within Huntington Place, the Lot Owner shall submit information, including plats and appropriate calculations, demonstrating conformance with the Environmental Resource Permit to SJRWMD. Construction shall not commence until the Lot Owner receives written confirmation from SJRWMD that the plans are in conformity with the conditions of the said District Permit.

Section 7. Lift Station. The Property and all of the Lots within the Property shall be serviced by a waste water sewer Lift Station. The Lift Station includes a structure housing (wet well), pumps, piping, valves and auxiliary equipment for the collection of waste water sewage from the community's sanitary sewer collection system.

The Lift Station will not be dedicated to Indian River County, and the Association shall be responsible for its preservation and maintenance. On an annual basis, the Association shall contract with a private maintenance company to perform periodic inspections of the Lift Station and to provide a response in emergency situations, should the Lift Station fail to function or should the Lift Station be damaged. The Association shall also procure insurance coverage for the Lift Station to pay for loss or damage to the Lift Station equal to its full replacement cost and satisfactory to the Indian River County Utilities Department. Also, on an annual basis, the Association shall submit evidence of such insurance to the Indian River County Utilities Department.

Section 8. Animal Waste. Animal Waste shall be disposed of in a manner consistent with the requirements of the animal waste management plan approved and permitted by SJRWMD, and such plan shall seek to minimize introduction of phosphorus into the Surface Water Management System. All Owners shall have the duty and obligation to comply with the requirements of such plan; the Association shall have the full power and authority to enforce the plan and all Owners' compliance with same, including but not limited to through the imposition of either or both legal and equitable proceedings.

Section 9. Association Powers Clarified. Notwithstanding any other term, condition, or provision in these Articles of Incorporation or By-Laws of the Association, the Association shall have and is hereby vested with the following powers, rights, duties, and responsibilities:

- (a) Establish rules and regulations.
- (b) Assess Members and enforce collection of said assessments.
- (c) File suit and be sued.
- (d) Contract for services (if the Association contemplates employing a maintenance company) to provide the services for operation and maintenance.
- (e) The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System shall be conveyed to an appropriate agency of local government, as determined by the SJRWMD. If it is not accepted, then the Surface Water Management System must be dedicated to a similar non-profit corporation, as determined and specified by the SJRWMD.
- (f) Operate and maintain the Surface Water Management System.
- (g) Any proposed amendment to the governing documents, which would affect the Surface Water Management System (including environmental conservation areas and the water management portions of the common areas) must be submitted to the District for a determination of whether the amendment necessitates a modification of the Surface Water Management Permit. If a modification is necessary, the District will so advise the permittee.
- (h) If wetland mitigation monitoring will be required and the operational entity will be responsible to carry out this obligation, the Association shall complete the task successfully, including meeting including all conditions associated with mitigation maintenance and monitoring.
- (i) The Surface Water Management Permit and its conditions shall be attached hereto as an exhibit. The Registered Agent for the Association shall

maintain copies of all further permitting actions for the benefit of the Association.

Section 10. Monitoring and Maintenance. Monitoring and maintenance of the mitigation area, as described in SJRWMD Permit, shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions. The success criteria are described in the Permit, which is attached hereto as EXHIBIT "B."

Section 11. Environmental Resource or Surface Water Management Permit Attached. The Environmental Resource or Surface Water Management Permit is made a part of these Articles. Copies of the Permit and any future permit actions of SJRWMD are and shall be maintained by the Registered Agent of the Association for the benefit of the Association.

Section 12. Conservation Easements. The following activities are prohibited in or on the Conservation Easement described on the Plat:

- (a) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a SJRWMD approved maintenance plan;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural condition;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to, ditching, diking, and fencing;
- (g) Acts or uses detrimental to such aforementioned retention of land or water areas;
- (h) Acts or uses within SJRWMD's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

ARTICLE XI. PRIORITY

In the event of conflict between these Articles of Incorporation and the Declaration, the Declaration shall control. In the event of conflict between these Articles of Incorporation and the By-Laws of the Association, these Articles of Incorporation shall control.

ARTICLE XII. INCORPORATOR


The name and street address of the incorporator to the original Articles of Incorporation are as follows:

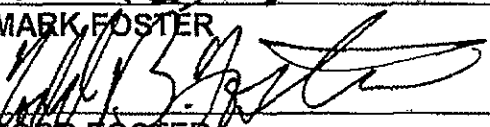
ROSSWAY MOORE & TAYLOR
c/o J. Atwood Taylor, III
5070 N. Highway A-1-A, Suite 200
Vero Beach, Florida 32963.

In the event of a conflict by and between the Articles of Incorporation filed on November 22, 2004 and these Restated Articles of Incorporation, these Restated Articles of Incorporation shall control.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals on this 20th day of March, 2006.

"DIRECTORS"

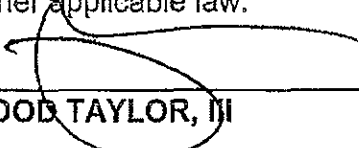


MARK FOSTER


TODD FOSTER

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
IN ARTICLES OF INCORPORATION**

J. ATWOOD TAYLOR, III, whose address is as follows: 5070 North Highway A-1-A, Suite 200, Vero Beach, Florida 32963, which is the same address as set forth in Article IV hereof, having been designated as the Registered Agent in the above and foregoing Articles, is familiar with and accepts the obligations of the position of Registered Agent under Section 607.0505, *Florida Statutes*, and other applicable law.



J. ATWOOD TAYLOR, III
Date: March 21, 2006

EXHIBIT "A"

Tract 1 and the East 30.38 acres of Tract 2, Section 17, Township 32 South, Range 39 East; according to the last general plat of INDIAN RIVER FARMS COMPANY, filed in the Office of the Clerk of the Circuit Court of St. Lucie County, Florida, in Plat Book 2, Page 25; said land now lying and being in Indian River County, Florida.

State of Florida



Department of State

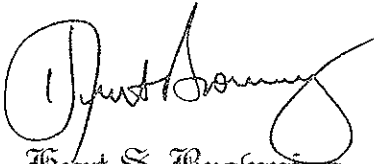
I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 3, 2007, to Articles of Incorporation for HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N04000011079.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Third day of January, 2007



CR2EO22 (01-07)


Kurt S. Browning
Secretary of State

**SECOND ARTICLES OF AMENDMENT
OF
HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, it is in the best interest of the Corporation, whose name is **HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Corporation"), to amend its Articles of Incorporation, as previously amended and restated; and

WHEREAS, after executing a unanimous consent in lieu of a meeting and approving the adoption of these resolutions, Articles of Amendment must be filed; and

WHEREAS, the text of the amendments is set forth below.

BE IT RESOLVED, therefore, that the Articles of Incorporation, as previously amended and restated, are hereby modified and amended, as follows:

Article VI of the Articles of Incorporation in its present form is hereby deleted in its entirety and the following is substituted in its place and stead:

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, other than the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any single Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to 7.45 votes for each Lot owned.


Notwithstanding the foregoing, the provisions of this Article are subject to Section 720.3075(1)(c), *Florida Statutes*, including as the same may be amended from time to time.

Pursuant to Section 617.1006, *Florida Statutes*, there exist at present no Members required or permitted to vote in connection with the foregoing amendments.*

IN WITNESS WHEREOF, the undersigned, being the sole directors, have affixed their signatures below and have caused these presents to be executed on the date set forth below.

"DIRECTORS"

*The amendments
were adopted on
December 7, 2006.



TODD FOSTER



MARK FOSTER

Date: December 7th, 2006

COPY

**UNANIMOUS CONSENT IN LIEU OF MEETING
AND RESOLUTION OF THE BOARD OF
DIRECTORS OF
HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.**

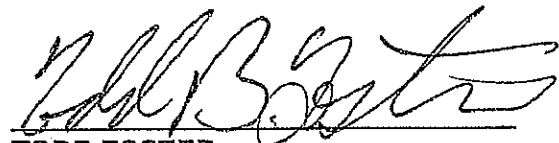
WHEREAS, the below named individuals, being all of the members of the Board of Directors of the Corporation, desire to effect certain changes to the Articles of Incorporation of the Corporation; and

WHEREAS, upon execution of this unanimous consent in lieu of a meeting and approving the adoption of these resolutions, the below set forth resolution shall be deemed adopted.


BE IT RESOLVED that the Articles of Incorporation of the Corporation shall be amended in the manner as set forth on the draft version of the Second Articles of Amendment attached hereto as EXHIBIT "A", and the said Second Articles of Amendment in the form attached hereto as EXHIBIT "A" shall be executed and filed at the earliest opportunity.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 7th day of December, 2006.

"DIRECTORS"



TODD FOSTER



MARK FOSTER

EXHIBIT "A"

**SECOND ARTICLES OF AMENDMENT
OF
HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.**

WHEREAS, it is in the best interest of the Corporation, whose name is **HUNTINGTON PLACE PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation ("Corporation"), to amend its Articles of Incorporation, as previously amended and restated; and

WHEREAS, after executing a unanimous consent in lieu of a meeting and approving the adoption of these resolutions, Articles of Amendment must be filed; and

WHEREAS, the text of the amendments is set forth below.

BE IT RESOLVED, therefore, that the Articles of Incorporation, as previously amended and restated, are hereby modified and amended, as follows:

Article VI of the Articles of Incorporation in its present form is hereby deleted in its entirety and the following is substituted in its place and stead:

The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, other than the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any single Lot.

Class B. The Class B member shall be the Declarant, as defined in the Declaration, and shall be entitled to 7.45 votes for each Lot owned.

Notwithstanding the foregoing, the provisions of this Article are subject to Section 720.3075(1)(c), *Florida Statutes*, including as the same may be amended from time to time.

Pursuant to Section 617.1006, *Florida Statutes*, there exist at present no Members required or permitted to vote in connection with the foregoing amendments.

IN WITNESS WHEREOF, the undersigned, being the sole directors, have affixed their signatures below and have caused these presents to be executed on the date set forth below.

"DIRECTORS"

TODD FOSTER

MARK FOSTER

Date: December ____, 2006