

PREPARED BY AND RETURN TO:

James G. Kattelmann, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

COPY

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PALM BREEZES**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PALM BREEZES** (the "First Amendment") is
made and entered into this 20th day of ~~DECEMBER~~ 2007 by **CENTEX HOMES**, a Nevada
general partnership (the "Declarant").

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants,
Conditions and Restrictions for Palm Breezes dated July 24, 2007 and recorded July 24, 2007 in
Official Records Book 2854, Page 2522, of the Public Records of Saint Lucie County, Florida
(the "Declaration") with respect to certain property owned by Declarant and more particularly
described on Exhibit "A" attached hereto (the "Property"), and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have
the meanings and definitions set forth in the Declaration; and

WHEREAS, Section 20.1 of the Declaration provides that, until termination of the Class
"B" Control Period, Declarant may unilaterally amend the Declaration for any purpose, subject
to the approval requirement set forth in Article XVI, if applicable; and

WHEREAS, the Class "B" Control Period of Declarant under the Declaration has not
expired or terminated; and

WHEREAS, Article XVI of the Declaration sets forth certain material amendments to
the Declaration which would require consent and approval of 67% of the Class "A" Members in
the Association and the Developer if a Mortgage on any Lot was insured or guaranteed by the
FHA, HUD, or VA; and

WHEREAS, the modifications to the Declaration effected by this First Amendment do
not constitute a material amendment of the Declaration and do not require the approval of the
Class "A" Members, any Mortgagee or any other party under Article XVI of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration with respect to the installation and maintenance of fencing on the Property, all as more particularly set forth hereinbelow.

NOW THEREFORE, pursuant to Declarant's unilateral right to amend the Declaration as set forth in Section 20.1, Declarant hereby modifies and amends the Declaration as follows, to wit:

1. Section 2(ee) of Exhibit C of the Declaration (the "Initial Use Restrictions"), which currently reads as follows:

(ee) No fence, walls, or hedge shall be erected or maintained on any Lot except for (1) fences, walls, and hedges erected in conjunction with model homes or sales offices, (2) Common Areas or Limited Common Areas walls, fences, hedges, or buffering or screening structures, landscaping or improvements erected by the Declarant or the Association, (3) fences, walls, and hedges erected by the Declarant as part of the original architecture of the Lot to which they are appurtenant and in compliance with the plans and specifications therefor approved by the Declarant or the ARB, or (4) fences, walls, hedges or enclosures for swimming pools in compliance with local or state ordinances and laws, subject to approval by the ARB pursuant to Article IV, or (5) subject to approval by the ARB pursuant to Article IV, white aluminum or white PVC picket rail fences situate on rear Lot lines and side Lot lines and hedges; provided, that no such fence or hedge shall exceed a height of six (6) feet measured from ground level; and no fence shall be permitted on the lot side adjacent to a street unless such fence is screened by a landscape hedge approved by the ARB. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

is hereby deleted in its entirety and replaced with the following Section 2(ee), which shall read as follows:

(ee) No fence, walls, or hedge shall be erected or maintained on any Lot except for (1) fences, walls, and hedges erected in conjunction with model homes or sales offices, (2) Common Areas or Limited Common Areas walls, fences, hedges, or buffering or screening structures, landscaping or improvements erected by the Declarant or the Association, (3) fences, walls, and hedges erected by the Declarant as part of the original architecture of the Lot to which they are appurtenant and in compliance with the plans and specifications therefor approved by the Declarant or the ARB, or (4) fences, walls, hedges or enclosures for swimming pools in compliance with local or state ordinances and laws, subject to approval by the ARB pursuant to Article IV, (5) with respect to Lots other than Lake Lots, subject to approval by the ARB pursuant to Article IV, (a) fences situate on rear Lot lines and side Lot lines which are (i) white aluminum or white PVC picket rail, (ii) white PVC shadowbox or (iii) white or natural wood shadowbox and (b) hedges; provided, that no such fence or hedge shall exceed a height of six (6) feet measured from ground level; and no fence shall be permitted on the lot side adjacent to a street unless such fence is screened by a landscape hedge approved by the ARB, or (6) with respect to Lake Lots subject to approval by the ARB pursuant to Article IV, (a) fences situated on rear lot lines and side lot lines which are white aluminum picket rail and (b) hedges; provided, that no such fence shall exceed a height of four (4) feet measured from ground level, no such fence shall be permitted on the lot side adjacent to a street unless such fence is screened by a landscape hedge approved by the ARB; and no such hedge located more than fifteen (15) feet from any rear Lot lines or side Lot lines adjacent to any Lake or Lake Maintenance Easement shall exceed a height of six (6) feet measured from ground level and no such hedge located within fifteen (15) feet of any rear Lot lines or side Lot lines adjacent to any Lake or Lake Maintenance Easement shall exceed a height of thirty (30) inches measured from ground level. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and ten (10) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and in a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

2. Binding Effect. This First Amendment and the modifications to the Declaration effected hereby shall be binding upon all current and future Owners, occupants and invitees with respect to all or any part of the Community. Except as hereby amended and modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this First Amendment to be executed in the manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

Print Name: _____

Enka Etchison

Print Name: Enka Etchison

STATE OF FLORIDA

COUNTY OF Palm Beach

By: SA S

Steve Svopa, Division President

The foregoing First Amendment was acknowledged before me on this 20 day of December, 2007, by Steve Svopa, as Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation, as managing general partner of Centex Homes, a Nevada general partnership, on behalf of the partnership, who is personally known to me or produced _____ as identification.

(Notary Seal)



Enka Etchison

Printed Name: Enka Etchison

Notary Public, State of Florida

Commission No. DD 491509

My commission expires: 3/17/10

JOINDER

PALM BREEZES PROPERTY OWNERS' ASSOCIATION, INC. does hereby join in and consent to the foregoing First Amendment to the Declaration, and acknowledges and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of DECEMBER 2007.

PALM BREEZES PROPERTY OWNERS' ASSOCIATION, INC., a Florida non-profit corporation

By: [Signature]

Name: STEVE ASHBY

Its: DIRECTOR

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 20 day of December 2007, by Steve Ashby, as Director of Palm Breeze Property Owners' Association, a Florida non-profit corporation, on behalf of the corporation; and who is personally known to me or who produced _____ as identification.

(Notary Seal)



Erika Etchison
Printed Name: Erika Etchison
Notary Public, State of Florida
Commission No. DD 491609
My commission expires: 3/17/10

EXHIBIT "A"

Land Initially Submitted

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of **PALM BREEZES CLUB**, as recorded in Plat Book 49, Page 32, of the Public Records of Saint Lucie County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended, **LESS AND EXCEPT** Tract 4 as shown on the Plat of **PALM BREEZES CLUB**.

NOTE: Tracts 1,2,3 and Conservation Tract No. 1 of said **PALM BREEZES CLUB** have been replatted as **PALM BREEZES CLUB PHASE TWO**, according to the plat thereof, as recorded in Plat Book 58, Page 1 of the Public Records of St. Lucie County, Florida and remains a part of the Property which is subject to the Declaration, as amended by this First Amendment.

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MAY 16 REC'D

PREPARED BY AND RETURN TO:

James G. Kattelman, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, Florida 32801
(407) 843-4600

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3204597 05/08/2008 at 01:58 PM
OR BOOK 2870 PAGE 2851 - 2855 Doc Type: REST
RECORDING: \$44.00

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR PALM BREEZES**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PALM BREEZES (the "Second Amendment")**
is made and entered into this 4 day of APRIL, 2008 by CENTEX HOMES, a Nevada
general partnership (the "Declarant").

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants,
Conditions and Restrictions for Palm Breezes dated July 24, 2007 and recorded July 24, 2007, in
Official Records Book 2854, Page 2522, as amended by that First Amendment to Declaration of
Covenants, Conditions and Restrictions for Palm Breezes dated December 20, 2007 and recorded
January 3, 2008 in Official Records Book 2923, Page 1603, all of the Public Records of Saint
Lucie County, Florida (together the "Declaration") with respect to certain property owned by
Declarant and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, unless otherwise defined herein, capitalized terms used herein shall have
the meanings and definitions set forth in the Declaration; and

WHEREAS, Section 20.1 of the Declaration provides that, until termination of the Class
"B" Control Period, Declarant may unilaterally amend the Declaration for any purpose, subject
to the approval requirement set forth in Article XVI, if applicable; and

WHEREAS, the Class "B" Control Period of Declarant under the Declaration has not
expired or terminated; and

WHEREAS, Article XVI of the Declaration sets forth certain material amendments to
the Declaration which would require consent and approval of 67% of the Class "A" Members in
the Association and the Developer if a Mortgage on any Lot was insured or guaranteed by the
FHA, HUD, or VA; and

WHEREAS, the modifications to the Declaration effected by this Second Amendment do not constitute a material amendment of the Declaration and do not require the approval of the Class "A" Members, any Mortgagee or any other party under Article XVI of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to provide an additional disclosure with respect to an agreement to annex the Property into the City of Fort Pierce, all as more particularly set forth hereinbelow.

NOW THEREFORE, pursuant to Declarant's unilateral right to amend the Declaration as set forth in Section 20.1, Declarant hereby modifies and amends the Declaration as follows, to wit:

1. The following shall be added as Section 17.8 of the Declaration, and shall read as follows:

17.8 Annexation Agreement. The Property is subject to that certain Water and Wastewater Supply Agreement recorded July 20, 2005 in Official Records Book 2307, Page 923, Public Records of St. Lucie County, Florida (the "Utility Agreement"). The Utility Agreement sets forth the terms and conditions for extension of water and wastewater service to the Property by the Fort Pierce Utilities Authority. Section 8 of the Utilities Agreement (the "Annexation Provision") provides as follows:

Annexation Agreement. The Customers shall execute agreements that the properties described in Exhibits "A" and "B" shall be annexed into the city limits of the City of Fort Pierce whenever such annexations may legally occur. The Customers further agree, for themselves, their successors, and assigns, that they will sign any and all necessary documents to effectuate the annexations upon request of the City or the Authority. The Customers further waive any and all objections to such annexations by the City of Fort Pierce and agree that this document shall be construed to satisfy requirements of law for consent or approval of such annexations now or hereafter required.

All Owners have taken title to their Lots subject to the terms and conditions of the Utility Agreement, including the terms and conditions of the Annexation Provision. Declarant hereby provides notice of the Annexation Provision. All Owners, occupants, invitees and users of Lots are hereby placed on notice of the existence of the Utilities Agreement and the Annexation Provision, including, without limitation, all commitments to annex, consents or approvals to annexation and all waivers of objections to annexation as set forth therein. Each Owner, by acceptance of title to a Lot, acknowledges the existence of the Utilities Agreement and the Annexation Provision set forth therein and agrees that none of the "Listed Parties" (as defined in Section 17.5 hereinabove) shall be liable for, and such "Listed Parties" are hereby released and discharged from, any and all claims,

liabilities, costs, damages or expenses arising under, pursuant to or in connection with the enforcement or attempted enforcement of the Annexation Provisions as set forth in the Utility Agreement.

2. Binding Effect. This Second Amendment and the modifications to the Declaration effected hereby shall be binding upon all current and future Owners, occupants and invitees with respect to all or any part of the Community. Except as hereby amended and modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed in the manner and form sufficient to bind them as of the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

By: Steve Svopa
Steve Svopa, Division President

Print Name: Ken DelaTorre

Print Name: JEREMY RUM

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing Second Amendment was acknowledged before me on this 28 day of April, 2008, by Steve Svopa, as Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation, as managing general partner of Centex Homes, a Nevada general partnership, on behalf of the partnership, who is personally known to me or produced _____ as identification.

(Notary Seal)



Erika Etchison
Printed Name: Erika Etchison
Notary Public, State of Florida
Commission No. DD 491509
My commission expires: 3/17/10

JOINDER

PALM BREEZES PROPERTY OWNERS' ASSOCIATION, INC. does hereby join in and consent to the foregoing Second Amendment to the Declaration, and acknowledges and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4 day of April, 2008.

PALM BREEZES PROPERTY OWNERS'
ASSOCIATION, INC., a Florida non-profit
corporation

By: [Signature]

Name: JEREMY RUNY

Its: DIRECTOR

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28 day of April, 2008, by Jeremy Runy, as Director of Palm Breeze Property Owners' Association, a Florida non-profit corporation, on behalf of the corporation; and who is personally known to me or who produced _____ as identification.

(Notary Seal)



Erika Etchison
Printed Name: Erika Etchison
Notary Public, State of Florida
Commission No. DD 491509
My commission expires: 3/17/10

PALM BREEZES CLUB, as recorded in Plat Book 49, Page 32, of the Public Records of Saint Lucie County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended, **LESS AND EXCEPT** Tract 4 as shown on the Plat of **PALM BREEZES CLUB**.

NOTE: Tracts 1,2,3 and Conservation Tract No. 1 of said **PALM BREEZES CLUB** have been replatted as **PALM BREEZES CLUB PHASE TWO**, according to the plat thereof, as recorded in Plat Book 58, Page 1 of the Public Records of St. Lucie County, Florida and remains a part of the Property which is subject to the Declaration, as amended by this Second Amendment.

This instrument was prepared by
and after recording return to:
Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, Florida 34103
(239) 649-6200

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PALM BREEZES

THIS AMENDMENT is executed by CENTEX HOMES, a Nevada general partnership (the
"Declarant").

WHEREAS, on July 24, 2007, the Declarant recorded a Declaration of Covenants, Conditions and
Restrictions for Palm Breezes in O.R. Book 2854, Page 2522 of the Public Records of St. Lucie County,
Florida, as amended to date (the "Declaration"); and

WHEREAS, in Section 20.1 of the Declaration, the Declarant reserved the right to unilaterally
amend the Declaration until termination of the Class "B" Control Period; and

WHEREAS, the Class "B" Control Period has not terminated; and

NOW THEREFORE, pursuant to the rights reserved in Section 20.1 of the Declaration, the
Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and
year written below.

Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada
corporation, its Managing General Partner

Witness Name: UNDEEPLY HOWES

By: Chris Hasty
His, Director-Land Development, South Florida Division

Witness Name: ELLA FLEMING

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29th day of February, 2013 by Chris
Hasty, as Director-Land Development, South Florida Division of Centex Real Estate Corporation, a Nevada
corporation, the Managing General Partner of Centex Homes, a Nevada general partnership. He is (✓)
personally known to me or has produced as
identification and did take an oath.

(SEAL)



Patrick Butler
Notary Public
Name: Patrick Butler
(Type or Print)
My Commission Expires: 6/18/14

EXHIBIT "A"

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

Section 5.1(h)(i) of the Declaration is amended as follows:

5.1 Maintenance of Lots

[subsection (a) not amended]

(b) Without limiting the generality of Section 5.1(a), the maintenance responsibilities of each Owner with respect to their Lot and Adjoining Areas shall include, but shall not be limited to, the following:

(i) maintenance (including mowing, edging, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Lot or Adjoining Areas. Notwithstanding anything to the contrary contained in the Governing Documents or the Community-Wide Standard, the Owner of a Lot that has not been issued a certificate of occupancy or similar approval shall be required to maintain the Lot (including the lawn, if any) on an as needed basis, recognizing that such Lot shall not require the degree or frequency of maintenance as applicable to a Lot that has been issued a certificate of occupancy or similar approval.

[remainder of Section 5.1 not amended]

6/9/2016

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This instrument was prepared by
and after recording return to:
Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, Florida 34103
(239) 649-6200

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PALM BREEZES

THIS AMENDMENT is executed by CENTEX HOMES, a Nevada general partnership (the
"Declarant").

WHEREAS, on July 24, 2007, the Declarant recorded a Declaration of Covenants, Conditions and
Restrictions for Palm Breezes in O.R. Book 2854, Page 2522, of the Public Records of St. Lucie County,
Florida, as amended to date (the "Declaration"); and

WHEREAS, in Section 10.1 of the Declaration, the Declarant reserved the right to unilaterally
amend the Declaration, until termination of the Development and Sale Period, to remove from the coverage
of the Declaration any property which had not been improved by a structure intended for occupancy; and

WHEREAS, the Development and Sale Period has not terminated, and the property legally
described in Exhibit "A" attached hereto has not been improved by a structure intended for occupancy and
is not Common Area; and


NOW THEREFORE, pursuant to the rights reserved in Section 10.1 of the Declaration described
above, the Declarant hereby amends the Declaration in order to remove from the coverage of the
Declaration the real property legally described in Exhibit "A" attached hereto. Such property shall no
longer be subject to the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and
year written below.


Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada
corporation, its Managing General Partner


Witness Name: AMBERLY HOWES

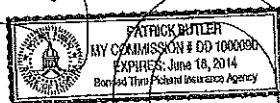

Chris Hast
Its: Director-Land Development, South Florida Division


Witness Name: Ella Fleming

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 20th day of February, 2013 by Chris
Hast, as Director-Land Development, South Florida Division of Centex Real Estate Corporation, a Nevada
corporation, the Managing General Partner of Centex Homes, a Nevada general partnership. He is (✓)
personally known to me or has produced identification and did take an oath.

(SEAL)



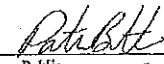

Notary Public
Name: Patrick Butler
(Type or Print)
My Commission Expires: 6/18/14

EXHIBIT "A"

All real property located in Palm Breezes Club Phase Two, as more particularly described in the plat thereof recorded in Plat Book 58, Page 1, Public Records of St. Lucie County, Florida, LESS AND EXCEPT Conservation Tract-1, Conservation Tract-2, Open Space Tract 2, Open Space Tract 5, Open Space Tract 6, Open Space Tract 17, Open Space Tract 18, Open Space Tract 19 and Open Space Tract 21, as shown on said plat.

6233255v2

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This instrument was prepared by
and after recording return to:
Steven M. Falk, Esq.
Roetzel & Andress, LPA
850 Park Shore Drive, Suite 300
Naples, Florida 34103
(239) 649-6200

**AMENDMENT TO BY-LAWS OF
PALM BREEZES PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDMENT is executed by CENTEX HOMES, a Nevada general partnership (the "Declarant"). On July 24, 2009, the Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Palm Breezes, in O.R. Book 2854, Page 2522, of the Public Records of Saint Lucie County, Florida (the "Declaration"). The By-Laws of Palm Breezes Property Owners Association, Inc. were recorded as Exhibit "B" to the Declaration. Section 6.6(a) of the By-Laws reserves to Declarant the right to amend the By-Laws during the "Class "B" Control Period", as such term is defined in Section 2.1 of the Declaration. The Class "B" Control Period has not expired. NOW THEREFORE, Declarant hereby amends the By-Laws as set forth in Exhibit "A" attached hereto and made a part hereof. IN WITNESS WHEREOF, Declarant has executed this instrument effective as of the day and year written below.

Witnesses:

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada
corporation, its Managing General Partner

Witness Name: Patricia S. Kraft

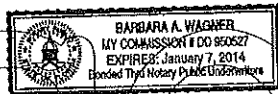
Witness Name: UMBERLYN HOWES

STATE OF FLORIDA
COUNTY OF LEE

By: Chris Hasty
Its: Director-Land Development, South Florida Division

The foregoing instrument was acknowledged before me this 30 day of Nov, 2012 by Chris Hasty, Director-Land Development, South Florida Division, of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership. He is () personally known to me and did take an oath.

(SEAL)



Notary Public

Name: Barbara A. Wagner

(Type or Print)
My Commission Expires: 1-7-14

6286290

EXHIBIT "A"

Additional language indicated by underlining.
 Deleted language indicated by ~~hyphens~~.

3.1 Governing Body; Composition.

The Board shall govern the Association's affairs. Each director shall have one vote. Directors must be ~~Members; or an officer, director, partner, member, managing member or trustee of a corporation, partnership, limited liability company or trust residents of the Community, except in the case of directors that the Class "B" Member appoints.~~ A director must be at least 18 years old. No more than one representative of any Member which is a legal entity, nor more than one occupant of any Lot, shall serve on the Board at a time, except in the case of directors that the Class "B" Member appoints. A person who is delinquent in the payment of any fee, fine or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a director is ineligible for Board membership.

Sections 3.4 and 3.5 of the By-Laws are deleted in their entirety and replaced with the following:

3.4 Nomination and Election Procedures.

On the day of the annual meeting the Members shall elect by secret written ballot as many directors as there are regular terms of directors expiring. At least sixty (60) days prior to the election of directors, the Association shall mail, hand-deliver or electronically transmit a First Notice of the annual meeting to all Members. Any person who wishes to qualify as a candidate shall notify the Association in writing of his or her desire to be a candidate at least forty (40) days prior to the annual meeting. Notice shall be deemed effective when received by the Association. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 1/2 inches by 11 inches, which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate by the same deadline as his or her notice of intent to be a candidate. The Association has no liability for the contents of the information sheets prepared by the candidates. The Association shall mail, hand-deliver or electronically transmit a Second Notice of the annual meeting (including the Transition Meeting), together with the candidate information sheets, ballot (which shall list all candidates in alphabetical order by surname), and an inner and outer envelope, at least fifteen (15) days in advance of the election, provided, however, that if the number of candidates does not exceed the number of vacancies, then no election shall be required. After indicating the name(s) of the candidate(s) for which the Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Association in an outer envelope bearing identifying information reflecting the name of the Member, the Lot for which the vote is being cast, and the signature of the Member casting that ballot. If the eligibility of the Member to vote is confirmed and no other ballot has been submitted for that Lot, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor are not permitted. If more than one (1) ballot is submitted for a Lot, the ballots for that Lot shall be disqualified. Any vote by ballot received after the closing of the balloting may not be considered. Directors shall be elected by a

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plurality of the votes cast by eligible voters. In the election of directors, there shall be appurtenant to each Lot as many votes for directors as there are directors to be elected, but no Lot may cast more than one (1) vote for any candidate, it being the intent hereof that voting for directors shall be non-cumulative.

3.5 Terms of Office.

At the Transition Meeting, the Board shall increase to five (5) directors. The three (3) candidates receiving the highest number of votes shall serve two (2) year terms, and the remaining two (2) directors shall be elected to one (1) year terms. In the event that the number of candidates does not exceed the number of seats to be filled, or in the event of a tie, the candidates shall voluntarily agree on whom shall serve the longer initial terms or the Association shall conduct a "run-off" election. Thereafter, all directors shall serve two (2) year terms. A director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 3.6 below.

6285290

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