

PREPARED BY AND RETURN TO:

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Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
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**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

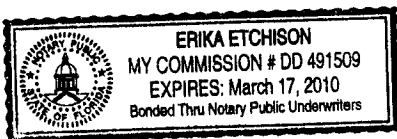
Ken DeLuTorre
Print Name: Ken DeLuTorre
Jeremy R. M.
Print Name: Jeremy R. M.

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: _____

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.

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

(Notary Seal)

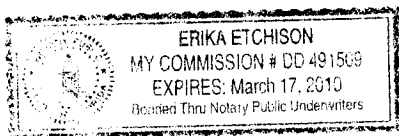


EXHIBIT "A"

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 Second Amendment.