

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 PROVENCE BAY**

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

WHEREAS, the Declarant recorded a Declaration of Covenants, Conditions and Restrictions for
Provence Bay in O.R. Book 2120, Page 619 of the Public Records of Indian River County, Florida, as
amended to date (the "Declaration"); and

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


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

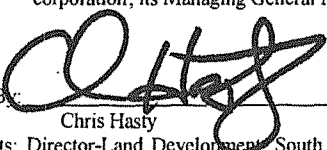
NOW THEREFORE, pursuant to the rights reserved in Article XX, Section 20.1 of the Declaration,
the Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

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: Kimberly L. Howes

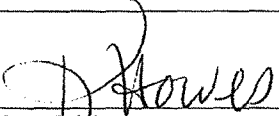

By: Chris Hasty
Its: Director-Land Development, South Florida Division


Witness Name: Cynthia Dickmann

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11TH day of July, 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 (X)
personally known to me ~~or has produced~~ _____ as
identification and did take an oath.

(SEAL)


Notary Public
Name: Kimberly L. Howes
(Type or Print)
My Commission Expires: 5/7/17

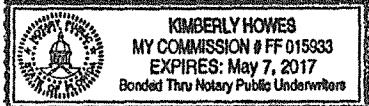


EXHIBIT "A"

The definition of "Class B" Control Period in Section 2.1 is deleted and replaced in its entirety by the following:

"Class "B" Control Period": The time period during which the Class "B" Member may appoint a majority of the Board members. The Class "B" Control Period shall end upon the earlier to occur of:

- (a) 4 years from the date this amendment is recorded in the Public Records of Indian River County, Florida; or
- (b) within 90 days after 90% of the Lots proposed under the Development Plan have been conveyed to Class "A" Members; or
- (c) earlier, when in its discretion, the Class "B" Member so determines.

Section 6.2 is deleted and replaced in its entirety by the following:

6.2 Membership. The Association shall initially shall have two classes of membership, Class "A" and Class "B". Class "A" Members are all Owners except the Class "B" Member. The sole Class "B" Member shall be Declarant. The Class "B" membership shall terminate upon the earlier to occur of:

- (a) 4 years from the date this amendment is recorded in the Public Records of Indian River County, Florida; or
- (b) within 90 days after 90% of the Lots proposed under the Development Plan have been conveyed to Class "A" Members; or
- (c) earlier, when in its discretion, the Class "B" Member so determines.

Notwithstanding the above, there shall be only one Class "A" membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3(a) and the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner that is not an individual (e.g., a corporation) may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.