

This instrument was prepared by
and after recording return to
Steven M. Falk, Esq
Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, Florida 34108
(239) 596-8400

**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

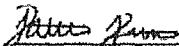
NOW THEREFORE, pursuant to the rights reserved in Article XX, Section 20.1 of the Declaration,
the Declarant hereby amends the Declaration as set forth in Exhibit "A" attached hereto.

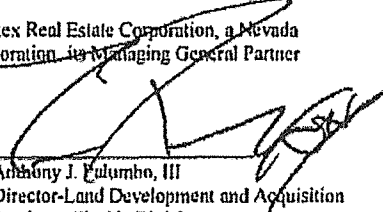
IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and
year written below.

Witnesses:

CENTEX HOMES, a Nevada general partnership

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


Witness Name: Patricia Proenza

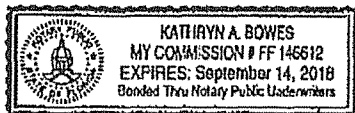
By: 
is: Anthony J. Palumbo, III
Director-Land Development and Acquisition
Southeast Florida Division

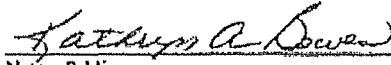

Witness Name: Tammy Roberts

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of September 2016
by Anthony J. Palumbo, III, as Director-Land Development and Acquisition, Southeast 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.

(SEAL)




Notary Public
Name: KATHRYN A BOWES
(Type or Print)
My Commission Expires: 9-14-18

to pay assessments levied after the date such notice is received.

ARTICLE XIX CHANGES IN COMMON AREA

19.1. Condemnation. Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within 60 days after such taking, Members entitled to cast at least 67% of the total Class "A" votes and Declarant, during the Development and Sale Period, shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

19.2. Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Owner or other Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

19.3. Transfer or Dedication of Common Area. The Association may convey, dedicate, or otherwise transfer portions of the Common Area to the County or to any other local, state, or federal governmental or quasi-governmental entity, with the consent of at least two-thirds of the Owners and such approval as may be required by Section 16.9; however, any dedication or transfer of Limited Common Areas to the County or to any other governmental entity shall require the consent of 67% of the Owners entitled to use such Limited Common Area.

ARTICLE XX AMENDMENT OF DECLARATION

20.1. By Declarant. Subject to Section 20.3, in addition to specific amendment rights granted elsewhere in this Declaration, until the first conveyance of a Lot to a Person other than Declarant, Declarant may unilaterally amend this Declaration for any purpose.

Thereafter and until termination of the Class "B" Control Period, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial

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EXHIBIT "A"

9/28/2016

Landmark Web Official Records Search

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determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD, or VA, to make, purchase, insure, or guarantee mortgage loans on the Lots; (iv) to satisfy the requirements of any local, state, or federal governmental agency; or (v) for any other purpose which does not materially adversely affect title to any Lot, unless the Owner of such Lot consents to such amendment.

20.2. By the Members. Subject to Section 20.3 and except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the Association's total Class "A" votes. In addition, during the Development and Sale Period, Declarant's written consent is required for any amendment. The approval requirements set forth in Article XVI also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

20.3. Approval by Saint Johns River Water Management District. Notwithstanding Sections 20.1 and 20.2, any amendment to the Declaration that alters any provision relating to the Surface Water and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, or amendment to this Section 20.3, must have the prior approval of SJRWMD.

20.4. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

20.5. Exhibits. Exhibits "A", "B", "C", "D", "E", "F" and "G" attached to this Declaration are incorporated by this reference and this Article shall govern amendment of such exhibits. Exhibit "C" is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 20.1 and 20.2. All other exhibits may be amended as provided therein or in the provisions of this Declaration that refer to such exhibits.

IN WITNESS WHEREOF, Declarant has caused this Instrument to be executed on the

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