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**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
LAKE TEMPLE a/k/a VILLAGE "B"**

This FIRST AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B" (hereafter "First Amendment") is made this 1st day of October, 2001 by The Suntree Partners, a Florida general partnership (the "Developer").

RECITALS

A. Developer is the Declarant under the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B", dated May 21, 2001 and recorded in Official Records Book 1404, Page 0797 of the Public Records of Brevard County, Florida (the "Declaration");

B. Pursuant to Article 12, Section 13.5 (improperly numbered) of the Declaration for so long as there remains Class B membership voting rights, the Developer may amend, change, supplement, modify or terminate the Declaration without approval of the Owners; and

C. Developer as the holder of all Class B voting rights, as defined under the Declaration, desires to amend Articles 5 Sections 5.3 and 5.5 of the Declaration and to correct the numbering within Articles 11 and 12 as stated herein.

AMENDMENTS

NOW THEREFORE, in accordance with the Declaration, the foregoing Recitals are incorporated into this Amendment and the Declaration is hereby amended and supplemented as follows:

1. Section 5.3 on Page 5 of the Declaration entitled "Annual Assessment" shall be amended in its entirety to read as follows:

The Subdivision Association shall fix the amount and due date of the annual assessment, the periods of collection, whether annually, semi-annually, quarterly or monthly. Initially, annual assessments shall be payable in equal monthly installments. The Board of Directors shall notify the owners of each Lot of the amount and the date on which the assessments are payable and the place of payment. Annual assessments shall be uniform. The initial annual assessment for the first fiscal year shall be \$1,500.00 with an additional start-up fee of \$200.00 payable at the initial closing of each Lot. The \$200.00 start-up fee per Lot shall be paid to the Association at the time of closing by the first purchaser of a Lot other than the Declarant. The Association may use the start-up fee for any of the purposes set forth in this Declaration. The start-up fee shall be paid directly to the Association. Annual assessments may also be used for the maintenance or repair of the Surface Water or Stormwater Management System; including but not limited to work within retention areas, drainage structures and drainage easements.

2. Section 5.5 on Page 6 of the Declaration entitled "Maximum Annual Assessment" shall be amended in its entirety to read as follows:

5.5. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any owner, the maximum annual assessment shall be \$1,500.00 per Lot.

5.5.1 From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year by a maximum of ten percent (10%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval by a vote of the Membership.

5.5.2 From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment by more than ten (10%) percent, a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

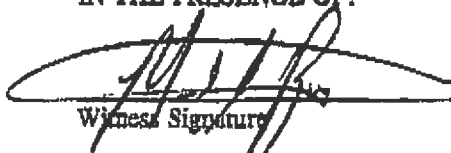
5.5.3 The Board of Directors may fix the Annual Assessment at any amount not in excess of the maximum provided herein.

- 3. Sections 12.1, 12.2, 12.3 and 12.4 within Article II shall be amended and renumbered as Sections 11.1, 11.2, 11.3 and 11.4 respectively.
- 4. Sections 13.1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, 13.11, 13.12, 13.13 and 13.14 within Article 12 shall be amended and renumbered as Sections 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 12.8, 12.9, 12.10, 12.11, 12.12, 12.13 and 12.14 respectively.
- 5. All other terms, covenants, restrictions and provisions of the Declaration not expressly amended and modified hereunder, shall remain in full force and effect as set forth in the Declaration. If there is any conflict between this Amendment and the Declaration this Amendment shall govern and control.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Declaration of Covenants and Restrictions for Lake Temple a/k/a Village "B" on the day and year first indicated above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


DEVELOPER:



Witness Signature

THE SUNTREE PARTNERS, a Florida
general partnership

Print Witness Name

By: HMM, INC., a Florida
corporation, as General
Partner


Witness Signature

By: 
John D. Haley, President
Address:
P.O. Box 410999
Melbourne, Florida 32941


Print Witness Name