

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

This THIRD AMENDMENT to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE TEMPLE a/k/a VILLAGE "B" (hereafter "Third Amendment") is made this 21 day of March, 2003 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, amended by that First Amendment as recorded in Official Records Book 1434, Page 0311 and Second Amendment recorded at 1437, Page 2253, all of the Public Records of Indian River County, Florida (the "Declaration");

B. Pursuant to Article 12, 12.5 of the Declaration for so long as there remains Class B voting membership 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 membership rights, as defined under the Declaration, desires to amend Article 10 and 11 of the Declaration and to amend the First Amendment and Second Amendment to correct scrivener's errors therein.

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. The First Amendment is hereby amended to correct the reference in Paragraph "A" of the Recitals from "Brevard County", Florida to properly reflect "Indian River County, Florida".
2. The Second Amendment is amended to correct the reference in the first paragraph from "First Amendment", to properly state "Second Amendment" and the reference in Paragraph "A" of the Recitals to "Brevard County", Florida is amended to properly reflect "Indian River County, Florida".
3. Section 10.3.1 of the Declaration is amended in its entirety to read as follows:

**External Maintenance.** In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and/or Unit which is subject to assessment hereunder provided that an adequate reserve has been voted upon by the membership of the Association. Assessments shall pay for normal wear and tear and/or damages that are recoverable under any insurance policy. External Maintenance includes: maintenance of lawns and grasses; maintenance of walks, streets as platted and conveyed to and owned by the Association, maintenance and repair of entrance ways and detached walls and curbs, periodic weeding of flower beds (as determined by the Association), tree trimming, as deemed necessary by the Association, and fertilization and pest control for lawns, trees and shrubbery, with specific and express limitation that the Association shall not be required to provide fertilization of any grasses, lawns, trees or shrubbery more than twice (2) a year during any given year, shall not be required to prune, trim or otherwise maintain trees or hedges more than twice (2) a year, nor shall the Association be required to provide any form of bug or weed control for any lawns, grasses, trees or shrubs more than twice (2) a year. The Owner of any Lot shall be responsible for the maintenance of any portion of the irrigation systems located within the boundaries of his/her Lot and for the maintaining of any and all flowerbeds or other shrubs upon the Lot. Except as expressly stated herein, for any Lot that has additional improvements or landscaping and/or additions made thereto, an appropriate amount as determined by the Association shall be added to that Lot's annual assessment for the Association's cost in maintaining such additional improvements and landscaping. Except as provided above, all other maintenance or repair of or to a Lot or Unit shall be the responsibility of the Owner, which includes without limitation, maintenance of all exteriors of homes, roofs, and replacement of trees and shrubs.

Except as amended herein, all other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Third 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:

Ann Balgo  
Witness Signature

THE SUNTREE PARTNERS, a Florida  
general partnership

Ann BALGO  
Print Witness Name

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

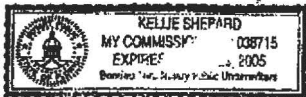
Kellie Shepard  
Witness Signature

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

Kellie Shepard  
Print Witness Name

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BREVARD )

The foregoing instrument was acknowledged before me this 21 day of March 2003, by John D. Haley, as President of HMM, INC., a Florida corporation, as General Partner of THE SUNTREE PARTNERS, a Florida general partnership, who is personally known to me, or who has produced n/a as identification, and who did take an oath.



Kellie Shepard  
Notary Public Signature

Kellie Shepard  
Print Notary Public Name  
My Commission Expires:

