

Prepared by and return to:
Patrick F. Healy, Esq.
GrayRobinson, P.A.
1800 W. Hibiscus Blvd., Suite 138
Melbourne, Florida 32901

**FIRST AMENDMENT TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
CITRUS SPRINGS, VILLAGE "D"**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CITRUS SPRINGS, VILLAGE "D" (hereinafter the "First Amendment") is made this 13 day of October, 2005, by the SUNTREE PARTNERS, a Florida general partnership (the "Developer").

RECITALS

A. Developer is the Declarant under the Declaration of Covenants and Restrictions for Citrus Springs, Village "D" dated June 12, 2004 and recorded in Official Records Book 1749, at page 1062 of the Public Records of Indian River County, Florida (the "Declaration");

B. Pursuant to Article 12.5 of the Declaration, for so long as there remains Class B membership voting rights, the Declarant may amend the Declaration without approval of the Owners.

C. Developer is the holder of all Class B membership rights as defined in the Declaration and said rights have not yet converted to Class A membership rights.

D. Developer desires to amend Article 10.4.16.3 of the Declaration.

AMENDMENT

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

1. Section 10.4.16.3 of the Declaration in its entirety to read as follows:

Trucks and Non-Passenger Vans. Trucks rated three-quarter (3/4) ton or less, without any advertising or logos used as the resident's regular or usual form of transportation and non-passenger van without any advertisement or logos shall be permitted in Village "D" of Citrus Springs PUD and should be parked in garages or on driveways. Trucks of more than three-quarter (3/4) ton, or trucks and non-passenger vans with any advertising or logos, or trucks which are not the resident's usual form of transportation are not permitted to be parked at Village

"D" of Citrus Springs PUD unless parked solely for the actual and continuous repair of a residence, but in no event shall any such trucks or vans remain parked in Village "D" of Citrus Springs PUD for more than thirty (30) days.

All other terms, covenants, conditions 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 Citrus Springs, Village "D" on the day and year first indicated above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

THE SUNTREE PARTNERS,
a Florida General Partnership

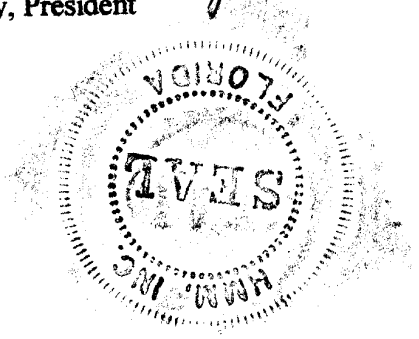
By: HMM, INC., a Florida corporation
as General Partner

By: Myra K. Haley
Myra K. Haley, President

Charles Boudreaux
Witness Signature
CHARLES BOUDREAUX
Print Witness Name

Kellie Shepard
Witness Signature
Kellie Shepard
Print Witness Name

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 13 day of October, 2005, by Myra K. Haley, on behalf 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.

(Seal)



Kellie Shepard
Notary Public Signature
Print Notary Public Name Kellie Shepard
My Commission Expires Oct. 29, 2009