

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

Charles W. Edgar, III, Esq.
Cherry, Edgar & Smith, P.A.
8409 North Military Trail, Suite 123
Palm Beach Gardens, FL 33410

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS
FOR ORCHID LANDING**

THIS AMENDMENT is made this 28th day of February, 2020, by **GRBK GHO PROPERTIES, LLC**, a Florida limited liability company (the “Developer”).

RECITALS:

A. Developer is the “**Declarant**” under, and as defined in, the **Amended and Restated Declaration of Covenants for Orchid Landing, recorded in Official Records Book 3272 at Page 1810, of the Public Records of Indian River County, Florida**, as amended from time to time (the “**Declaration**”). The capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

B. Article XIV, Section 6 of the Declaration provides, in pertinent part, that the Declaration may be amended by the Declarant alone for so long as it holds title any Lot, which Declarant presently does.

C. Declarant now wishes to do so by this instrument in the manner and for the purposes set forth below.

NOW, THEREFORE, in consideration of the promises and the aforesaid authority of Declarant, the Declaration is hereby amended by adding the following new Section 4 to Article VI of the Declaration:

Section 4. **Shared Fences**. Each fence, if any, built as part of the original construction of the Homes on Lots within The Properties and placed on the dividing line between two (2) Lots thereof and acting as a commonly shared fence (a “**Shared Fence**”) shall constitute a party wall (under Florida common law), and each Owner shall own that portion of the Shared Fence which stands on Owner’s Lot, with a cross-easement of support in the other portion. If a Shared Fence separating two (2) Homes or Lots shall lie entirely within the boundaries of one Lot, such Shared Fence shall nevertheless be a party wall and the Owner of the adjacent Lot shall have perpetual easement to maintain the encroachment.

The responsibility for the repair and maintenance of a Shared Fence shall be shared equally by the Owners who make use thereof, with each Owner to each maintain the Owner's side of the Shared Fence.

If a Shared Fence is destroyed or damaged by casualty, either Owner who has used the Shared Fence may restore same. The other Owner thereafter shall contribute or reimburse the restoring Owner for one-half (1/2) of the cost of restoration.

Notwithstanding the foregoing, any Owner who, by such Owner's negligent or willful act, causes a Shared Fence to require repair or replacement shall bear the whole cost of doing so.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon a conveyance or other transfer of title, the liability hereunder of the prior Owner shall cease.

IN WITNESS WHEREOF, Declarant has executed this Amendment for the purposes herein stated as of the date and year first above written.

WITNESSES:

DECLARANT:

[Signature]
Print Name: Kristen Dixon
[Signature]
Print Name: Rebecca Dima

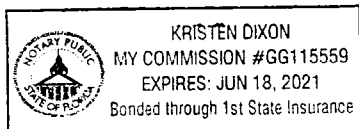
GRBK GHO PROPERTIES, LLC, a Florida limited liability company

By: [Signature]
William N. Handler, Manager

STATE OF FLORIDA)
)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of February, 2020, by William N. Handler, as Manager of GRBK GHO PROPERTIES, LLC, a Florida limited liability company, on behalf of the company, he is personally known to me has produced _____ as identification.

My Commission Expires:



[Signature]
Notary Public State of Florida at Large