

Prepared by / Return to:

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

**AMENDMENT DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS, RIGHTS, LIMITATIONS AND RESTRICTIONS FOR
LAKE SAPPHIRE SUBDIVISION**

THIS AMENDMENT is made this 30th day of August, 2019 by **GHO LAKE
SAPPHIRE CORP.**, a Florida corporation ("**Declarant**").

RECITALS

A. Declarant is the Declarant of, under, and as defined in the **DECLARATION OF COVENANTS, CONDITIONS EASEMENTS, RIGHTS, LIMITATIONS AND RESTRICTIONS FOR LAKE SAPPHIRE SUBDIVISION**, recorded in Official Records Book 2819, Page 532 of the Public Records of Indian River County, Florida, as amended from time to time (the "**Declaration**"). The capitalized terms used but not otherwise defined herein shall have the meanings given them in the Declaration.

B. Article VIII, Section 3 of the Declaration provides, in pertinent part, that the Declaration may be amended by Declarant, acting alone, prior to "turnover" (being the termination of Declarant's Class B Membership in the Association per Article III, Section 2 of the Declaration), which has not yet occurred.

C. When the Declaration was originally recorded the Articles of Incorporation and By-Laws of the Association were inadvertently not attached as exhibits as required by the Florida Homeowners Association Act, which Declarant desires to now accomplish.

D. Additionally, the second Plat of the Properties (Lake Sapphire West Subdivision) recorded in Plat Book 30, Page 19 of the Public Records of Indian River County, Florida dedicates a seven and one-half foot (7.5') landscape maintenance

easement located along the rear of some or all of the Lots shown on such Plat to the Association, such landscape maintenance easement being expanded on certain of those Lots by way of a separate landscape maintenance easement granted by Declarant in favor of the Association recorded in such Public Records (as platted and, where applicably expanded, each an "LME").

E. Notwithstanding the landscape maintenance obligations of the Association with respect to the LMEs set forth on the foresaid Plat and/or in the separate easement, in order to provide for the more efficient maintenance of each LME, Declarant desires to amend the Declaration to provide for such maintenance to be performed by each Owner of a Lot subject to an LME as more particularly described below.

F. With one exception (Lot 16), Declarant has placed the above-described landscaping material on certain Lots in a location which is set back from the common rear boundary of those Lots and the abutting Lot, thus creating a sodded area to which the Owner of the Lot containing the landscape material has limited direct access to that portion of Lot (the "Setback Area").

G. Because of the foregoing, Declarant has determined that it is appropriate for the Association to maintain the Setback Area such that the Owners of the above-described Lots on the abutting Lots are not required to maintain property that is behind the Declarant planted buffer landscaping or within the boundaries of their own Lots.

NOW, THEREFORE, in consideration of the premises and the aforesaid authority of Declarant, the Covenants are hereby amended:

1. The Articles of Incorporation and By-Laws of the Association attached hereto and hereby made Exhibits to, and incorporated into, the Declaration, effective as of the date that the Declaration was originally recorded.
2. Article VII, Section 8 of the Declaration is hereby amended by adding the following new paragraphs thereto:

Notwithstanding the provisions of any Plat or easement affecting the Lots to the contrary, each Owner of a Lot shall be responsible for the maintenance, care, weeding, irrigation and replacement (as often as necessary by virtue of damaged, dying, dead or removed plants) all landscaping material located in the LME along the rear portion of such Owner's Lot, including any alterations or additions thereto made by the Owner of the Lot (which shall require the approval of the Architectural Review Committee in accordance with Article V of this Declaration). The minimum but not sole standard for such maintenance shall be the condition and appearance of such plant material as initially installed by Declarant and, if applicable, altered or added to as provided above, subject to the natural maturation and growth of such plant material but not to the point of being overgrown or otherwise unsightly.

Conversely, the Association shall maintain the grassed area within each Setback Area which is located between the above-described landscaping on its respective Lot and the rear boundary line of such Lot. Notwithstanding the foregoing, such area shall be irrigated with portion of the master irrigation system located on the Lot containing the such landscaping. Except as may be installed or relocated by Declarant, no landscaping (other than the original sod or replacement thereof) shall be placed in the Setback Area of a Lot.

[Signature appears next page]

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

WITNESSES:

GHO SAPPHIRE LAKE CORP., a Florida corporation

[Signature]
Print Name: Kristen Dixon

By: [Signature]
William N. Handler, President

[Signature]
Print Name: Aleese Kelley

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 30th day of August, 2019, by William N. Handler, as President of **GHO SAPPHIRE LAKE CORP.**, a Florida corporation, on behalf of the corporation. Such person is () personally known to me or has produced () _____ as identification.



[Signature]
Notary Public, State of Florida
Commission Expires: Jun 18, 2021

ACCEPTANCE

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

WITNESSES:

ASSOCIATION:

LAKE SAPPHIRE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

K+D
Print Name: Kristen Dixon

By: [Signature]
William N. Handler, President

A. Kelly
Print Name: Aleese Kelly

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 30th day of August, 2019, by William N. Handler, as President of **LAKE SAPPHIRE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. Such person is () personally known to me or has produced () _____ as identification.



K+D
Notary Public, State of Florida
Commission Expires: Jun 18, 2021