

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 TO DECLARATION
FOR
ESTATES AT THE STRAND AT INDIAN RIVER SHORES**

THIS AMENDMENT is made this 5 day of April, 2022 (this "**Amendment**") by **GRBK GHO PROPERTIES, LLC**, a Florida limited liability company ("**Developer**").

RECITALS

A. Developer is the "Developer" under, and as defined in, the **DECLARATION FOR ESTATES AT THE STRAND AT INDIAN RIVER SHORES**, recorded in Official Records Book 3206, Page 2157 of the Public Records of Indian River County, Florida (the "**Declaration**") by virtue of receiving an assignment of all of the rights of such by the **Assignment of Developer and Development Rights** recorded in Official Records Book 3467, Page 793 of the Public Records of Indian River County, FL. The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Section 4.3 of the Declaration provides, in pertinent part, that the Declaration may be amended by Developer prior to the Turnover Date, which date has not yet occurred.

C. Developer now wishes to do so by this instrument.

NOW, THEREFORE, in consideration of the promises and the aforesaid authority of Developer, the following is hereby added to the Declaration:

1. The definition of "Developer" as set forth in Section 2 of the Declaration is changed to refer to **GRKB GHO PROPERTIES, LLC**, a Florida limited liability company and, where applicable, its affiliate **GRBK GHO HOMES LLC**, with all rights, benefits, privileges, disclaimers and protections afforded the original Developer or any successor thereof to now be vested in the new party serving as Developer. Conversely, none of such rights, benefits or privileges, shall be deemed vested in or exercisable by the original Developer or any successor thereof. The remainder of the paragraph defining Developer regarding the possible further assignment of rights shall remain in effect.

2. The definition of "Lennar" in Section 2 of the Declaration is hereby deleted and each use of such term in the Declaration is hereby changed to be Developer.

3. Section 9.6 of the Declaration is hereby amended by adding the following new paragraph thereto:

"All persons are hereby notified that Developer did not install or construct the roadways and related improvements within Estates at The Strand at Indian River Shores (or any other portion of the Master Community) and that the original Master Developer constructed same (to the extent completed) per the requirements and approvals of the Town of Indian River Shores under the supervision (and certification to the Town) of its Engineer of record. Accordingly, and without limiting the generality of Section 26.11 of the Declaration, Developer has not made, does not make and will not make any representations or warranties as to the condition of such roads and related improvements as of the Community Completion Date or before or after such date, other than any additional work (*e.g.*, a "last lift") required to be performed by Developer. As well, Developer shall be the sole party entitled to determine whether any repairs, replacement or other work on such areas occasioned by the use thereof (including for construction activities) will be repaired or paid for by Developer."

4. Section 9.8.3 of the Declaration is hereby deleted in its entirety inasmuch as Developer has no intention of creating a Marina as contemplated therein.

5. All references to the Front Yard of a Lot in Sections 10.4 and 10.5 of the Declaration are hereby changed to refer to the entire Lot. The purpose of this change is to provide that the Association, acting through its Board of Directors, may (,but shall not be required to,) provide landscape maintenance and central irrigation (except for any already-constructed homes for which central irrigation systems or new connections are not provided or homes the Developer does not provide for) for portions of Lots by so providing in the Association's budget. For avoidance of doubt, to the extent the Association determines to do so, then the Owner's obligations under Section 11 of the Declaration shall be deemed to be excused to the extent instead performed by the Association. Notwithstanding anything of the foregoing, nothing herein shall be deemed a binding, ongoing commitment of the Association to provide landscape maintenance or central irrigation, provided that if the Association does so and later elects to cease providing any of such services, the Association shall so notify the Owners of Lots at least sixty (60) days prior to implementing such change and shall adjust its budget accordingly. The Association shall also have the right to charge additional assessments for any such Lots with restricted access, or additional landscape or irrigation required services as determined solely by the current Association Board, or refuse to provide associated services in the event the assessments are disputed or such services are determined by the Board to be difficult to provide, but even in such event the subject property shall still be required to pay the base irrigation and landscaping assessments generally charged to all Lots.

6. Section 11.5 of the Declaration is hereby amended by providing that the Association may chose to use water drawn from lakes or wells in providing central irrigation.

7. Section 11.2.5 of the Declaration is hereby amended to add to the end thereof:

"Notwithstanding any of the foregoing, in the event the Association elects to include the maintenance of lake slopes as provided therein, then the Owner of the adjacent Lot shall be deemed relieved of such responsibility to the extent the Association assumes same in the manner provided in Sections 10.4 and 10.5, above."

8. Section 12.21 of the Declaration is hereby amended by deleting the fourth 4th) sentence thereof and replacing same with:

"Developer may, but shall not be required to, provide irrigation water to all or any particular Lots, the option to do so also being in the discretion of the Association's Board of Directors after the Turnover Date."

9. Section 21 of the Declaration is hereby amended by adding the following new subsection thereto:

"21.17 Provision of Utilities. Developer reserves the sole right to determine the initial providers of utilities serving Estates at The Strand at Indian River Shores including, without limitation, electrical, water, waste water, Telecommunication Services and natural gas. Developer likewise reserves the sole right to determine the terms and conditions of the provision of such utilities including, without limitation, permanent and temporary installations of equipment on Common Areas or elsewhere. All persons are hereby notified that such installations may include tanks and other equipment to provide natural gas service."

10. Section 26 of the Declaration is hereby amended by adding the following new subsection thereto:

"26.11 Disclaimer of Warranties. All persons are hereby notified that Florida Statutes 53.835 provides that developers of properties governed by homeowners associations do not grant, and are not deemed to grant, warranties of any type on Common Areas constructed by such persons. Moreover, in the case of Estates at The Strand at Indian River Shores as well as the Common Areas of the Master Community, the Common Areas were constructed by the original Developer thereof or its successor prior to the current Developer becoming such and, accordingly, such current Developer assumes no responsibility or liability for same whether arising from known or unknown defects."

(Execution Page Follows)

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

WITNESSES:

GRBK GHO PROPERTIES, LLC, a Florida limited liability company

[Signature]
Print Name: Victoria Groothouse

By: [Signature]
William N. Handler, Manager

[Signature]
Print Name: Rebecca Dima

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of April, 2022, by William N. Handler, Manager of **GRBK GHO PROPERTIES, LLC**, a Florida limited liability company, who is personally known to me or has produced a _____ as identification.

(Notary Seal)



[Signature]
Notary Public State of Florida at Large
Name Printed: Rebecca Dima
My Commission Expires: 01/09/2025
Commission No.: HH 075530