

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 OF COVENANTS
FOR
HIGH POINTE**

THIS AMENDMENT is made this 25 day of July, 2025 (this "Amendment") by
GRBK GH0 HIGH POINTE, LLC, a Florida limited liability company ("Declarant").

RECITALS

A. Declarant is the "Declarant" under, and as defined in, **DECLARATION OF COVENANTS FOR HIGH POINTE**, recorded in Official Records Book 3565, Page 2063 of the Public Records of Indian River County, Florida (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article XV, Section 5 of the Declaration provides, in pertinent part, that the Declaration may be amended by Declarant alone so long as it holds title to any Lot, which is the case on the date hereof.

C. Declarant has determined that it is appropriate to provide guidelines for holiday decorations and for Assocaiiton control over outdoor light which may be considered a nuisance to neighboring property.

D. Declarant now wishes to do so by this instrument.

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

1. Article VII, of the Declaration is hereby amended to provide:

[Added wording is underlined]

Section 5. Nuisances.

Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot, or any outdoor lighting which unreasonably illuminates any portion of adjacent Lot or Common Area, shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 7. Signs and Holiday Decorations.

No sign of any kind shall be displayed to the public view on any Lot except by a Builder. Only seasonally appropriate holiday decorations shall be placed on a Home/Lot and shall be removed within two (2) weeks after the holiday.

Section 13. Architectural Control

No building, wall, fence or other structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios (or patio extensions), fences or hedges (See Section 17), other landscaping, exterior paint or finish, outdoor lighting, play structures, awnings, shutters, hurricane protection, basketball hoops, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Review Committee (which shall be a committee appointed by the Board of Directors of the Association, absent such appointment the Board to serve in such capacity) have been approved, if at all, in writing by the Architectural Review Committee and all necessary governmental permits are obtained.

[SIGNATURE PAGE FOLLOWS]

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

WITNESSES:

GRBK GHO HIGH POINTE, LLC, a
Florida limited liability company

Cheryl A. Fink
Print Name: CHERYL A. FINK

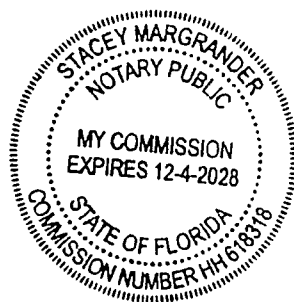
By: [Signature]
William N. Handler, Manager

Monica Arkin
Print Name: MONICA Arkin

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of July, 2025, by William N. Handler, Manager of **GRBK GHO HIGH POINTE, LLC**, a Florida limited liability company, who is ☒ personally known to me or has ☐ produced a [Signature] as identification.

(Notary Seal)



[Signature]
Notary Public State of Florida at Large
Name Printed: Stacey L Margrander
My Commission Expires: 12-4-2028
Commission No.: HH618318