

**Prepared by / Return to:**

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Palm Beach Gardens, Florida 33410

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**AMENDMENT TO DECLARATION OF COVENANTS  
FOR  
LUCAYA POINTE**

**THIS AMENDMENT** is made this 26 day of August, 2025 by **GRBK GHU LUCAYA POINTE, LLC**, a Florida limited liability company ("**Declarant**").

**RECITALS**

A. Declarant is the "Declarant" under, and as defined in, the **DECLARATION OF COVENANTS FOR LUCAYA POINTE, recorded in Official Records Book 3532, Page 1396 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 6 of the Declaration provides, in pertinent part, that the Declaration may be amended by Declarant for so long as it holds title to any Lot, which it currently does.

C. Declarant now wishes to do so by this instrument for the purpose stated below.

**NOW, THEREFORE**, in consideration of the premises and the aforesaid authority of Declarant, the Declaration is hereby amended as follows:

[[[Added wording is underlined, Deleted wording is ~~stricken through~~]]

1. The last sentence of the definition of "Lot" appearing in Article 1, Section (k) of the Declaration is hereby amended replacing same with:

It should be noted that ~~each Lot~~ many Lots consist of the land immediately under the Home located on the Lot and that the surrounding lands are Common Areas, subject, however, to the easements specifically in favor of the Lot established by Article IV, Section 9 of this Declaration.

2. Article VII is hereby amended by adding thereto:

Section 28. Back Yard Fences.


In the event that a Home does not occupy the entirety of a Lot, the Owner thereof may place a fence or other improvements in the rear portion of a Lot immediately behind the Home provided that a fence may only be located at or near the rear of the Lot parallel to the rear of the Home and be no wider than the extension of the side walls of the Home to this location of such fence, which may then be connected by other sections of fence to such corners of the Home.

Fences shall be screened on the outside by plants having an initial minimum size of 7.5 gallons and shall contain a gate affording access for grass cutting by the Association's contractor unless grass is replaced with ratification turf). Such fences and landscaping shall be the sole maintenance responsibility the Owner of the Lot. Additionally, sch fences, landscaping and any other improvements ,including turf, as provided in Section 23, above, shall be subject to the approval of the ARC as provided in this Article.

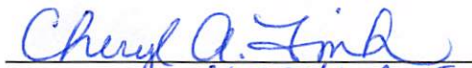
**IN WITNESS WHEREOF**, Declarant has executed this Amendment for the purposes herein stated as of the date and year first above written.

**WITNESSES:**

**GRBK GHU LUCAYA POINTE, LLC**, a  
Florida limited liability company

  
Print Name: MONICA ARBER

By:   
William N. Handler, Manager

  
Print Name: CHERYLA. FINK

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of August, 2025, by William N. Handler, Manager of **GRBK GHU LUCAYA POINTE, LLC**, a Florida limited liability company, on behalf of the company, who is ☒ personally known to me or ☐ has produced a

(Notary Seal)





**Notary Public State of Florida at Large**