

Prepared by / Return to:

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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR
BENT PINE PRESERVE**

THIS AMENDMENT TO DECLARATION (this "Amendment") is made this 20th day of September, 2021 by **GRBK GHO BENT PINE, LLC**, a Florida limited liability company ("**Declarant**").

RECITALS

A. Declarant is the "**Declarant**", by virtue of an assignment to it of its rights under, and as defined in, the **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BENT PINE PRESERVE**, recorded in Official Records Book 3214, Page 841 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. Section 21.2(c) of the Declaration provides, in pertinent part, that the Declaration may be amended by Declarant unilaterally during the Declarant Control Period, which is currently in effect.

C. Declarant's method of road construction is to only place a single layer (a/k/a "lift") of asphalt on roads and to repair only potholes and similar damage when construction within the community is at or near completion or the control of the Association is turned over to the Owners, but not ordinary wear and tear.

D. Declarant now wishes to disclose such fact by this instrument.

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

1. A new Section 15.12 is hereby added to the Declaration:

"15.12 **Construction of Streets**. The streets in Phase 1 and 2 of the Community are part of the Common Areas. The streets in Phase 2 of the Community ("**Phase 2**"), were designed, inspected and constructed with a single layer (a/k/a "lift") of asphalt in Phase 2 whereas in Phase 1 of the Community ("**Phase 1**") the streets were constructed with a planned two (2) lifts of asphalt, over which all construction and other traffic will drive. No top lift or any further

work will be done to the streets in Phase 2 and it is expected the final top lift for Phase 1 will be installed prior to the end of 2021. After which the roads shall be used as designed and no further work shall be done to those streets. The roads and curbs are warranted for one year from the date the initial site development is completed and accepted by the County. No other warranty or the like is provided for the roads, curbs, or associated improvements, nor is any further work planned, represented or will be done by the Declarant.

All parties are hereby provided notice that the roads are designed and built for, and will be used for, all construction and associated traffic and will be subject to the normal wear and tear.

In connection with the timing of the Association being turned over to the Owners, only potholes and similar damage will be repaired. Repairs will be to the direct area only and may not match the balance of the road in appearance.

All parties are hereby further advised that the Association has adopted a budget which contains a reserve line item for roads in both phases of the community. However, it is hereby disclosed that (i) in accordance with Florida Statutes 720.303(6)(f) a majority of the membership of the Association may vote to waive or reduce such reserves and, therefore, no assurance is given that such reserve will be maintained as originally budgeted and (ii) in accordance with Florida Statutes 720.303(6)(h), Declarant is not obligated to fund reserves and any contribution by Declarant to reserves, including by way of collecting contributions to reserves at closings of Units at any given time shall be deemed voluntary and not a commitment to any further funding of reserves."

2. Chapter 5 of the Declaration is hereby amended by adding the following new Section thereto:

"5.8 Declarant Exemptions

Notwithstanding any of the foregoing to the contrary, Declarant and its affiliates shall be exempt from the conditions, provisions, and requirements of this Chapter 5 with respect to all initial construction Declarant elects to perform within the Community including, without limitation, Improved Units and related improvements as well as any improvements to Common Areas or Areas of Common Responsibility. Further, neither the Association nor any Owner shall prevent, impede or otherwise interfere with any such construction activities conducted by Declarant or its affiliates in any manner. This provision shall extend beyond any termination of the Developer Control Period and shall apply to any additions or

remedial work performed by Declarant on Improved Units owned by others during or after the Development and Sale Period."


- 3. Chapter 15, Section 15.2 of the Declaration is hereby amended by adding the following new paragraph thereto:

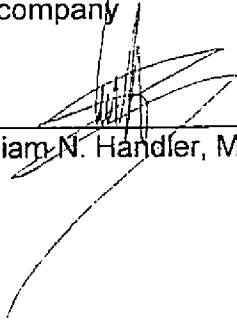
"During the Development and Sale Period, and without limiting the generality of the rights of Declarant to conduct its activities as provided in the Declaration, the gate(s) serving the Community from 61st Street may be taken out of operation or remove at any time and from time to time to facilitate the flow of construction traffic to and from the Community and neither Declarant nor any affiliate thereof shall be deemed liable for any act occurring by virtue of an unauthorized entry into the Community facilitated by any such non-operating or open gate."

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

WITNESSES:

GRBK GH0 BENT PINE, LLC, a Florida limited liability company


 Print Name: Rebecca Dima

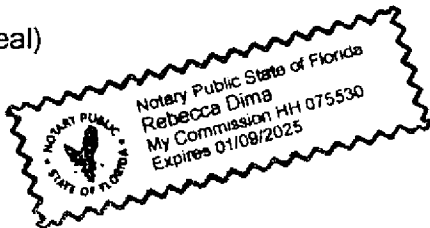
By: 
William N. Handler, Manager

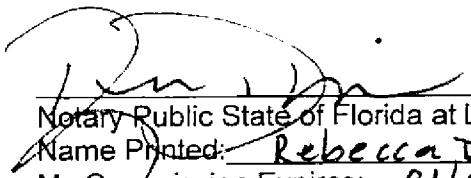

 Print Name: Victoria Groothuis

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of September, 2021, by William N. Handler, Manager of **GRBK GH0 BENT PINE, LLC**, a Florida limited liability company, who is personally known to me or has produced a _____ as identification.

(Notary Seal)




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