

**THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:**

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**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS  
FOR BELTERRA**

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS FOR BELTERRA** (“Amendment”) is made this \_\_\_\_ day of July, 2022, by **GRBK GHO BELTERRA, LLC**, a Florida limited liability company (the “**Declarant**”).

**RECITALS**

A. Declarant is the “**Declarant**” under, and as defined in, the **Declaration of Covenants for Belterra, recorded in Official Records Book 4599 at Page 402, of the Public Records of St. Lucie County, Florida**, as amended from time to time (the “**Declaration**”). The capitalized terms used but not defined herein shall have the meanings given them in the Declaration.

B. Article XIV, Section 6 of the Declaration provides, in pertinent part, that the Declaration may be amended by the Declarant alone for so long as it owns title to any Lot subject to the Declaration, which Declarant presently does.

C. Declarant now desires to amend the Declaration for the purposes set forth below.

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

1. The second paragraph of Article IV, Section 3 of the Declaration is hereby amended to add the following additional sentence thereto:

“The foregoing shall also apply to any maintenance required to be performed in accordance with any permit, restriction or other instrument including, without limitation, the Right of Way Occupancy Permit issued by SFWMD under Application No. 220707-35083, which Permit has been or will be assigned to the Association.

2. Article IV of the Declaration is hereby further amended by adding the follow new Section hereto:

“Section 10. Maintenance of Landscape Buffer Easements. The Association and its contractors and designees shall have a perpetual easement for the maintenance and replacement of landscaping within any landscape buffer or similar easement, including the right to operate, repair and replace a common irrigation system serving same. Such easement shall include a right of access over portions of any adjacent Lot reasonably necessary and suited for such access.”

3. Article VII, Section 13 of the Declaration is hereby amended adding the following new paragraph thereto:

“The Architectural Review Committee shall not approve, and no Owner shall be permitted to cause, the placement of any additional landscaping or any object or portion of a structure in a landscape buffer easement adjacent to or nearby such Owner’s Lot, nor shall the alteration or removal of any landscaping within such easement be approved or permitted. Likewise, no fence or other installation shall be approved or permitted if same prevents (or fails to make reasonable allocation for), the access rights regarding the maintenance of landscape buffer easements as set forth in Article IV, Section 10 of this Declaration.”

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

WITNESSES:

DECLARANT:

GRBK GHO BELTERRA, LLC, a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William N. Handler, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  )  
COUNTY OF ST. LUCIE        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of July, 2022, by William N. Handler, as Manager of GRBK GHO BELTERRA, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_  
Notary Public State of Florida at Large