

**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

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**AMENDMENT TO DECLARATION OF COVENANTS  
FOR  
SEAGLASS**

THIS AMENDMENT is made this 27 day of January, 2025 (this "Amendment") by GRBK GHO NORTH BEACH, LLC, a Florida limited liability company ("Declarant").

**RECITALS**

A. Declarant is the "Declarant" under, and as defined in, the **DECLARATION OF COVENANTS FOR SEAGLASS, recorded in Official Records Book 3645, Page 666 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 XIV, Section 5 of the Declaration provides, in pertinent part, that the Declaration may be amended by Declarant alone so long as it has the right to appoint a majority of the Association's Board of Directors, which is the case on the date hereof.

C. Declarant now wishes to amend the Declaration as set forth below.

**NOW, THEREFORE**, in consideration of the promises and the aforesaid authority of Declarant, the first paragraph of Article V, Section 10 of the Declaration, as previously amended, is hereby amended to read:

Upon the sale of a Lot to a party other than a Builder, the purchaser thereof shall pay to the Association a working capital contribution of Two Thousand FiveEight Hundred Dollars (\$2,500800). Said contribution shall not be credited against any current assessments but shall become part of the general funds of the Association and may be used for such purposes as the Association, acting through the Board of Directors, may elect, whether for operating expenses or other purposes authorized by this Declaration or reserves. Unless and until changed by the Board of Directors, Two Thousand Dollars (\$2,000) of such contribution shall be held as a contingency fund for deferred maintenance (specifically including deferred maintenance of roadways, in addition to regularly budgeted repairs and maintenance thereof) or other unbudgeted expenses and FiveEight Hundred Dollars (\$500800)

shall be used for operating funds. As well, at each closing, of a sale by Declarant, a one-time only payment directly to Declarant in the amount of Three Hundred Dollars (\$300) shall be payable toward the reimbursement of Declarant's expenditures for equipment and other installations benefitting the Association.

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 NORTH BEACH, LLC, a Florida limited liability company

Cheryl A. Fink  
Print Name: CHERYLA FINK  
Address: 590 NW Mercantile Place  
Port St. Lucie FL 34986

By: [Signature]  
William N. Handler, Manager

Monica Arbur  
Print Name: Monica Arbur  
Address: 590 NW Mercantile Place  
Port St. Lucie FL 34986

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27 day of January, 2025, by William N. Handler, Manager of GRBK GH0 NORTH BEACH, LLC, a Florida limited liability company, who is  personally known to me or has  produced \_\_\_\_\_ as identification.

(Notary Seal)



[Signature]  
Notary Public State of Florida at Large