

PREPARED BY AND RETURN TO:

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-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**SECOND AMENDMENT TO COMMUNITY DECLARATION
FOR
CRESSWIND LAKEWOOD RANCH**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR CRESSWIND LAKEWOOD RANCH (this "**Second Amendment**") is made on this 11th day of June, 2021, by KH LAKEWOOD RANCH LLC, a Florida limited liability company (the "**Declarant**"), and joined by CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Community Declaration for Cresswind Lakewood Ranch was recorded in Official Records Book 2813, Page 6840 (the "**Original Declaration**"), as amended by that certain First Amendment and First Supplemental Declaration to Community Declaration for Cresswind Lakewood Ranch recorded as Instrument Number 2021-41038924 (the "**First Amendment and First Supplement**"), both in the Public Records of Manatee County, Florida (collectively, the "**Declaration**").

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to the Turnover Date, without the joinder or consent of any person or entity. The Turnover Date has not yet occurred.

C. The Declarant wishes, in accordance with Section 4.3 of the Declaration, to file of record this Second Amendment to amend certain provisions of the Declaration.

NOW THEREFORE, the Declarant hereby amends and supplements the Declaration as set forth herein.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Second Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Second Amendment and the

Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Section 17.11 of the Declaration is hereby amended as follows:

17.11 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Association an initial contribution in the amount of ~~ONE~~ TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$~~1~~2,500.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CRESSWIND LAKEWOOD RANCH, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

4. Section 17.12 of the Declaration is hereby amended as follows:

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to ~~ONE~~ TWO THOUSAND FIVE HUNDRED and No/100 Dollars (\$~~1,000~~2,500.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from the Declarant. The funds derived from the Resale Contributions are income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to CRESSWIND LAKEWOOD RANCH, including, without limitation, future and existing capital improvements, Operating Expenses, support costs and start-up costs.

5. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

6. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Manatee County, Florida.

[Signatures on the Following Page]

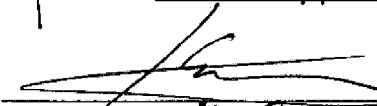
JOINDER

CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the SECOND AMENDMENT TO COMMUNITY DECLARATION FOR CRESSWIND LAKEWOOD RANCH (the "**Second Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Second Amendment and does not affect the validity of the Second Amendment as the Association has no right to approve the Second Amendment.

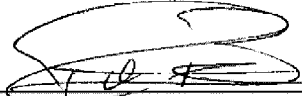
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11 day of June, 2021.

WITNESSES:

"ASSOCIATION"

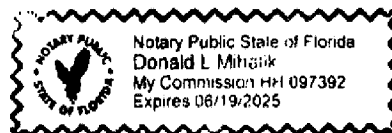

Print Name: Carole A. Smith

Print Name: KRIS MALTBY

CRESSWIND LAKEWOOD RANCH
HOMEOWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation

By: 
Name: Robert Bosarge
Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Manatee)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of June, 2021, by Robert Bosarge, as President of CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He ☐ is personally known to me or ☐ has produced _____ as identification.

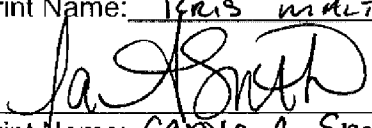
My commission expires: 6/19/2025


NOTARY PUBLIC, State of Florida at Large
Print Name: Donald Mihalik

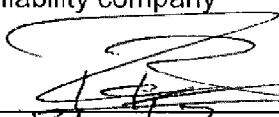
IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Second Amendment to be executed by its duly authorized representative and has affixed its company seal as of this 11th day of June, 2021.

WITNESSES:

"DECLARANT"


Print Name: Iris Maltby

Print Name: Carole A. Smith

KH LAKEWOOD RANCH LLC, a Florida limited liability company

By: 
Name: Robert Bosarge
Title: Authorized Signatory

[Company Seal]

STATE OF FLORIDA)

COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of June, 2021, by Robert Bosarge, as Authorized Signatory of KH LAKEWOOD RANCH LLC, a Florida limited liability company, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public
Print Name: Donald L. Mihalik
My Commission Expires: 06/19/2025

