

PREPARED BY AND RETURN TO:

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Tampa, Florida 33602

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

**THIRD AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION
TO COMMUNITY DECLARATION FOR
CRESSWIND LAKEWOOD RANCH
(Cresswind Phase III, Subphases IIIA & IIIB)**

THIS THIRD AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR CRESSWIND LAKEWOOD RANCH (this "**Third Amendment and Supplement**") is made on this 27 day of January, 2022, by KH LAKEWOOD RANCH LLC, a Florida limited liability company (the "**Declarant**"), 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 and supplemented 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**"), and as further amended by that certain Second Amendment to Community Declaration for Cresswind Lakewood Ranch recorded as Instrument Number 2021-41083246 (the "**Second Amendment**"), all 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 Declaration provides in Section 5.1 that the Declarant may annex additional land by recording a Supplemental Declaration.

D. The Declarant wishes, in accordance with Sections 4.3 and 5.1 of the Declaration, to file of record this Third Amendment and Supplement for the purpose of annexing additional land to CRESSWIND LAKEWOOD RANCH and to amend certain provisions of the Declaration.

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

ACCEPTED IN OPEN SESSION 2/17/22
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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

2. Conflicts. In the event there is a conflict between this Third Amendment and Supplement and the Declaration, this Third Amendment and Supplement shall control. Whenever possible, this Third Amendment and Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Annexation. To the extent the Additional Property (as defined below) is not already fully encumbered by the Declaration as of the date of this Third Amendment and Supplement, the Declaration is hereby amended by the addition of the real property legally described in **Schedule A**, attached hereto and incorporated herein by this reference (the "**Additional Property**"). The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. List of Holdings. The Declaration is hereby amended so that **Exhibit 6** (List of Holdings) attached to the Declaration is hereby deleted in its entirety and replaced with **Exhibit 6** attached hereto and incorporated herein.

5. Notice to Buyer. The Declaration is hereby amended so that **Exhibit 8** (Notice to Buyer) attached to the Declaration is hereby deleted in its entirety and replaced with **Exhibit 8** attached hereto and incorporated herein.

6. Ratification. 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.

7. Covenant. This Third Amendment and Supplement 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]

IN WITNESS WHEREOF, the Declarant has caused this Third Amendment and Supplement to be executed by its duly authorized representative and has affixed its company seal as of this 27 day of January, 2022.

WITNESSES:

"DECLARANT"

KH LAKEWOOD RANCH LLC, a Florida limited liability company

Bridget Bednarczyk
Print Name: Bridget Bednarczyk

By: [Signature]
Name: Rodney Tucker
Title: Authorized Signatory

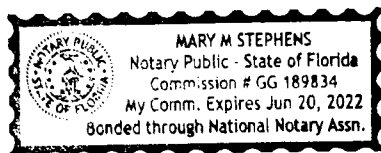
[Signature]
Print Name: Erin Tumolo

[Company Seal]

STATE OF FLORIDA)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of January, 2022, by Rodney Tucker, as Authorized Signatory of KH LAKEWOOD RANCH LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced FL DL as identification.



Mary M. Stephens
Notary Public
Print Name: Mary M. Stephens
My Commission Expires:

JOINDER

CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the **THIRD AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION** (the "**Third Amendment and Supplement**"), 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 Third Amendment and Supplement and does not affect the validity of the Third Amendment and Supplement as the Association has no right to approve the Third Amendment and Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 27 day of January, 2022.

WITNESSES:

"ASSOCIATION"

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

Bridget Bednarczyk

Print Name: Bridget Bednarczyk

By: Rodney Tucker

Name: Rodney Tucker
Title: President

Erin Tumolo

Print Name: Erin Tumolo

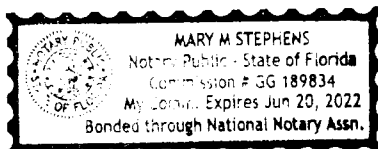
[Corporate Seal]

STATE OF FLORIDA)

COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of January, 2022, by Rodney Tucker, as President of CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced FL DL as identification.

My commission expires:



Mary M. Stephens
NOTARY PUBLIC, State of Florida at Large

Print Name: Mary M. Stephens

ACCEPTED IN OPEN SESSION 2/17/22
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

JOINDER AND CONSENT

For good and valuable consideration in hand paid, CIBC BANK USA, an Illinois chartered bank (the "**Mortgagee**"), as owner and holder of that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing recorded in the Public Records of Manatee County, Florida as Official Record Book 2749, Page 4453, as modified by that certain Mortgage Modification and Future Advance Agreement recorded as Instrument # 202141017506 (collectively, the "**Mortgage**") securing all of the real property described therein, hereby consents to the making and recording of the THIRD AMENDMENT AND SECOND SUPPLEMENTAL DECLARATION TO COMMUNITY DECLARATION FOR CRESSWIND LAKEWOOD RANCH (the "**Third Amendment**") to which this Joinder and Consent is attached. Mortgagee hereby consents to and joins in the foregoing Third Amendment, and agrees that the Declaration (as defined in and as amended by the Third Amendment) shall survive any foreclosure, deed in lieu of foreclosure and/or exercise of any remedy by Lender pursuant to the Mortgage.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Third Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the project known as Cresswind Lakewood Ranch, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the Declarant contained in the Third Amendment or other documents used in connection with the promotion of the project known as Cresswind Lakewood Ranch. None of the representations contained in the Third Amendment and or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration, as amended by the Third Amendment.

IN WITNESS WHEREOF the undersigned has duly executed this Joinder and Consent by and through its authorized representative this 2nd day of March, 2022.

Signed, sealed and delivered
in the presence of:

Name: MAC FRIEDMAN

Katlyn Langley
Name: Katlyn Langley

STATE OF Florida
COUNTY OF Palm Beach

CIBC BANK USA, an Illinois state chartered
bank

By: Jeffrey I. Shulman
Jeffrey I. Shulman, Managing Director

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 2nd day of March, 2022, by Jeffrey I. Shulman, as Managing Director of CIBC BANK USA, an Illinois state chartered bank, on behalf of the bank. He is ☒ personally known to me or ☐ provided a Florida driver's license as identification.

Katlyn Langley
Notary Public – State of Florida
Name: Katlyn Langley
My commission expires: 5/23/2025

[NOTARY SEAL]



Schedule A

Legal Description of Additional Property

CRESSWIND PHASE III, SUBPHASES IIIA & IIIB

DESCRIPTION: TRACTS F-1 (FUTURE DEVELOPMENT AREA), F-2 (FUTURE DEVELOPMENT AREA), F-3 (FUTURE DEVELOPMENT AREA) and F-4 (FUTURE DEVELOPMENT AREA), CRESSWIND PHASE II, SUBPHASES A, B & C, according to the plat thereof, as recorded in Plat Book 70, Pages 125 through 138, inclusive, of the Public Records of Manatee County, Florida; Together with a parcel of land lying in Section 12, Township 35 South, Range 19 East, Manatee County, Florida, and all being more particularly described as follows:

BEGIN at the Northernmost corner of said CRESSWIND PHASE II, said point also being on the Northerly boundary of the lands described in that certain Special Warranty Deed, as recorded in Official Records Book 2749, Page 4173, of the Public Records of Manatee County, Florida, run thence along said Northerly boundary the following five (5) courses: 1) N.75°43'01"E., a distance of 279.73 feet; 2) N.83°00'35"E., a distance of 253.65 feet; 3) N.66°55'03"E., a distance of 279.60 feet; 4) N.85°04'28"E., a distance of 476.69 feet; 5) N.74°27'43"E., a distance of 278.99 feet; thence S.29°33'04"E., a distance of 71.86 feet; thence Southeasterly, 21.78 feet along the arc of a non-tangent curve to the right having a radius of 30.00 feet and a central angle of 41°35'26" (chord bearing S.52°43'08"E., 21.30 feet); thence S.31°55'26"E., a distance of 283.57 feet; thence S.00°12'23"W., a distance of 19.31 feet; thence Southerly, 588.20 feet along the arc of a tangent curve to the right having a radius of 1439.50 feet and a central angle of 23°24'42" (chord bearing S.11°54'44"W., 584.11 feet); thence S.66°22'54"E., a distance of 130.00 feet; thence Northeasterly, 10.90 feet along the arc of a non-tangent curve to the left having a radius of 1569.50 feet and a central angle of 00°23'53" (chord bearing N.23°25'09"E., 10.90 feet); thence S.66°46'47"E., a distance of 61.00 feet; thence Southwesterly, 31.60 feet along the arc of a non-tangent curve to the right having a radius of 1630.50 feet and a central angle of 01°06'37" (chord bearing S.23°46'31"W., 31.60 feet); thence S.65°40'10"E., a distance of 140.00 feet; thence Southwesterly, 201.12 feet along the arc of a non-tangent curve to the right having a radius of 1770.50 feet and a central angle of 06°30'30" (chord bearing S.27°35'05"W., 201.01 feet); thence S.30°50'20"W., a distance of 425.32 feet; thence Southwesterly, 59.49 feet along the arc of a tangent curve to the left having a radius of 429.50 feet and a central angle of 07°56'10" (chord bearing S.26°52'15"W., 59.44 feet) to a point on the Southeasterly extension of the Northerly boundary of TRACT A-3 (PRIVATE DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT) of said CRESSWIND PHASE II, SUBPHASES A, B & C; thence along said Northerly boundary and Southeasterly extension thereof, N.67°05'50"W., a distance of 201.00 feet; thence continue along said Northerly boundary of TRACT A-3 (PRIVATE DRAINAGE EASEMENT & PUBLIC UTILITY EASEMENT) the following twenty (20) courses: 1) Southerly, 45.42 feet along the arc of a non-tangent curve to the left having a radius of 630.50 feet and a central angle of 04°07'38" (chord bearing S.20°50'21"W., 45.41 feet); 2) Southwesterly, 41.02 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 93°59'59" (chord bearing S.65°46'32"W., 36.57 feet); 3) Northwesterly, 154.22 feet along the arc of a compound curve to the right having a radius of 690.00 feet and a central angle of 12°48'22" (chord bearing N.60°49'18"W., 153.90 feet); 4) Northwesterly, 95.07 feet along the arc of a reverse curve to the left having a radius of 1810.00 feet and a central angle of 03°00'34" (chord bearing N.55°55'24"W., 95.06 feet); 5) Northerly, 38.51 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 88°16'01" (chord bearing N.13°17'40"W., 34.82 feet); 6) N.30°50'20"E., a distance of 60.00 feet; 7) N.59°09'40"W., a distance of 61.00 feet; 8) S.30°50'20"W., a distance of 60.00 feet; 9) Westerly, 38.51 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of 88°16'01" (chord bearing S.74°58'20"W., 34.82 feet); 10) Northwesterly, 301.08 feet along the arc of a reverse curve to the left having a radius of 1810.00 feet and a central angle of 09°31'51" (chord bearing N.65°39'35"W., 300.73 feet); 11) Northwesterly, 38.51 feet along the arc of a reverse curve to the right having a radius of 25.00

feet and a central angle of $88^{\circ}16'01''$ (chord bearing $N.26^{\circ}17'30''W.$, 34.82 feet); 12) $N.17^{\circ}50'30''E.$, a distance of 60.00 feet; 13) $N.72^{\circ}09'30''W.$, a distance of 61.00 feet; 14) $S.17^{\circ}50'30''W.$, a distance of 60.00 feet; 15) Southwesterly, 38.51 feet along the arc of a tangent curve to the right having a radius of 25.00 feet and a central angle of $88^{\circ}16'01''$ (chord bearing $S.61^{\circ}58'31''W.$, 34.82 feet); 16) Westerly, 301.08 feet along the arc of a reverse curve to the left having a radius of 1810.00 feet and a central angle of $09^{\circ}31'51''$ (chord bearing $N.78^{\circ}39'24''W.$, 300.73 feet); 17) Northwesterly, 38.51 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of $88^{\circ}16'01''$ (chord bearing $N.39^{\circ}17'19''W.$, 34.82 feet); 18) $N.04^{\circ}50'41''E.$, a distance of 50.00 feet; 19) $N.85^{\circ}09'19''W.$, a distance of 61.00 feet; 20) $S.04^{\circ}50'41''W.$, a distance of 50.00 feet to the Southeast corner of said TRACT F-1 (FUTURE DEVELOPMENT AREA); thence along the Southerly boundary of said TRACT F-1 (FUTURE DEVELOPMENT AREA) and the Northwesterly extension thereof, $N.85^{\circ}09'19''W.$, a distance of 140.00 feet to a point on the Easterly boundary of said CRESSWIND PHASE II; thence along said Easterly boundary the following four (4) courses: 1) $N.04^{\circ}50'41''E.$, a distance of 128.98 feet; 2) Northerly, 283.47 feet along the arc of a tangent curve to the left having a radius of 1829.50 feet and a central angle of $08^{\circ}52'39''$ (chord bearing $N.00^{\circ}24'21''E.$, 283.18 feet); 3) Northerly, 129.77 feet along the arc of a compound curve to the left having a radius of 500.00 feet and a central angle of $14^{\circ}52'16''$ (chord bearing $N.11^{\circ}28'06''W.$, 129.41 feet); 4) $N.18^{\circ}54'14''W.$, a distance of 345.19 feet to the **POINT OF BEGINNING**.

Containing 46.870 acres, more or less.

EXHIBIT 6

LIST OF HOLDINGS

The following is a list of proposed holdings of CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), consisting of lands within CRESSWIND LAKEWOOD RANCH, a subdivision and improvements thereon which are presently under construction and are to be completed by the developer, KH LAKEWOOD RANCH LLC, a Florida limited liability company:

CRESSWIND PHASE I, SUBPHASE A & B:

TRACTS A, F, G, H, J and K:

Tracts A, F, G, H, J and K of CRESSWIND PHASE I, SUBPHASE A & B, according to the map or plat thereof as recorded in Plat Book 66, Page 149 of the Public Records of Manatee County, Florida.

TRACTS B, C and D:

Tracts B, C and D of CRESSWIND PHASE I, SUBPHASE A & B, according to the map or plat thereof as recorded in Plat Book 66, Page 149 of the Public Records of Manatee County, Florida, **LESS AND EXCEPT THE FOLLOWING**:

LESS AND EXCEPT THE FOLLOWING FROM TRACT B: A portion of TRACT B (Drainage, Landscape, Irrigation, and Access Easement), CRESSWIND PHASE I, SUBPHASE A & B, according to the plat thereof, as recorded in Plat Book 66, Pages 149 through 165, inclusive, of the Public Records of Manatee County, Florida, lying in the Southwest 1/4 of Section 12, Township 35 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 12, run thence along the West boundary thereof, N.00°20'40"W., a distance of 1837.60 feet; thence N.89°39'20"E., a distance of 1143.81 feet to the **POINT OF BEGINNING**, said point also being on the Northeasterly boundary of said of TRACT B (Drainage, Landscape, Irrigation, and Access Easement); thence along said Northeasterly boundary, N.78°11'24"E., a distance of 10.00 feet to a point on the Northerly boundary of TRACT A (Private Roadway) of said CRESSWIND PHASE I, SUBPHASE A & B; thence along said Northerly boundary, Southerly, 54.38 feet along the arc of a non-tangent curve to the left having a radius of 356.50 feet and a central angle of 08°44'21" (chord bearing S.16°10'46"E., 54.32 feet); thence S.69°27'03"W., a distance of 10.00 feet to a point on aforesaid Northeasterly boundary of TRACT B (Drainage, Landscape, Irrigation, and Access Easement); thence along said Northeasterly boundary, Northerly, 55.90 feet along the arc of a non-tangent curve to the right having a radius of 366.50 feet and a central angle of 08°44'21" (chord bearing N.16°10'46"W., 55.85 feet) to the **POINT OF BEGINNING**. Containing 0.013 acres, more or less.

LESS & EXCEPT THE FOLLOWING FROM TRACT C: A portion of TRACT C (Drainage, Landscape, Irrigation, and Access Easement),

CRESSWIND PHASE I, SUBPHASE A & B, according to the plat thereof, as recorded in Plat Book 66, Pages 149 through 165, inclusive, of the Public Records of Manatee County, Florida, lying in the Southwest 1/4 of Section 12, Township 35 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 12, run thence along the West boundary thereof, N.00°20'40"W., a distance of 1851.72 feet; thence N.89°39'20"E., a distance of 1213.39 feet to the **POINT OF BEGINNING**, said point also being on the Northerly boundary of said TRACT C (Drainage, Landscape, Irrigation, and Access Easement); thence along said Northerly boundary the following two (2) courses: 1) N.78°11'24"E., a distance of 10.00 feet; 2) Southerly, 24.37 feet along the arc of a non-tangent curve to the left having a radius of 285.50 feet and a central angle of 04°53'25" (chord bearing S.14°15'18"E., 24.36 feet); thence S.73°17'59"W., a distance of 10.00 feet to a point on the Northerly boundary of TRACT A (Private Roadway) of said CRESSWIND PHASE I, SUBPHASE A & B; thence along said Northerly boundary, Northerly, 25.22 feet along the arc of a non-tangent curve to the right having a radius of 295.50 feet and a central angle of 04°53'25" (chord bearing N.14°15'18"W., 25.21 feet) to the **POINT OF BEGINNING**. Containing 0.006 acres, more or less.

LESS & EXCEPT THE FOLLOWING FROM TRACT C: A portion of TRACT C (Drainage, Landscape, Irrigation, and Access Easement), CRESSWIND PHASE I, SUBPHASE A & B, according to the plat thereof, as recorded in Plat Book 66, Pages 149 through 165, inclusive, of the Public Records of Manatee County, Florida, lying in the Southwest 1/4 of Section 12, Township 35 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 12, run thence along the West boundary thereof, N.00°20'40"W., a distance of 2035.88 feet; thence N.89°39'20"E., a distance of 2053.20 feet to the **POINT OF BEGINNING**, said point also being on the Northerly boundary of said TRACT C (Drainage, Landscape, Irrigation, and Access Easement); thence along said Northerly boundary, S.86°05'06"E., a distance of 10.00 feet to a point on the Northerly boundary of TRACT A (Private Roadway) of said CRESSWIND PHASE I, SUBPHASE A & B; thence along said Northerly boundary the following two (2) courses: 1) Southerly, 15.93 feet along the arc of a non-tangent curve to the right having a radius of 1628.50 feet and a central angle of 00°33'38" (chord bearing S.04°11'43"W., 15.93 feet); 2) Southerly, 128.80 feet along the arc of a compound curve to the right having a radius of 769.50 feet and a central angle of 09°35'24" (chord bearing S.09°16'14"W., 128.65 feet); thence N.75°56'04"W., a distance of 10.00 feet to a point on aforesaid Northerly boundary of TRACT C (Drainage, Landscape, Irrigation, and Access Easement); thence along said Northerly boundary the following two (2) courses: 1) Northerly, 127.12 feet along the arc of a non-tangent curve to the left having a radius of 759.50 feet and a central angle of 09°35'24" (chord bearing N.09°16'14"E., 126.97 feet); 2) Northerly, 15.84 feet along the arc of a compound curve to the left having a radius of 1618.50 feet and a central

angle of 00°33'38" (chord bearing N.04°11'43"E., 15.84 feet) to the **POINT OF BEGINNING**. Containing 0.033 acres, more or less.

LESS & EXCEPT THE FOLLOWING FROM TRACT D: A portion of TRACT D (Drainage, Landscape, Irrigation, and Access Easement), CRESSWIND PHASE I, SUBPHASE A & B, according to the plat thereof, as recorded in Plat Book 66, Pages 149 through 165, inclusive, of the Public Records of Manatee County, Florida, lying in the Southwest 1/4 of Section 12, Township 35 South, Range 19 East, Manatee County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Southwest 1/4 of Section 12, run thence along the West boundary thereof, N.00°20'40"W., a distance of 2030.60 feet; thence N.89°39'20"E., a distance of 2124.01 feet to the **POINT OF BEGINNING**, said point also being the Northwest corner of said TRACT D (Drainage, Landscape, Irrigation, and Access Easement); thence along the Northerly of said TRACT D (Drainage, Landscape, Irrigation, and Access Easement), S.86°05'06"E., a distance of 10.00 feet to the Northeast corner thereof; thence along the Easterly boundary of said TRACT D (Drainage, Landscape, Irrigation, and Access Easement) the following two (2) courses: 1) Southerly, 16.63 feet along the arc of a non-tangent curve to the right having a radius of 1699.50 feet and a central angle of 00°33'38" (chord bearing S.04°11'43"W., 16.63 feet); 2) Southerly, 117.16 feet along the arc of a compound curve to the right having a radius of 840.50 feet and a central angle of 07°59'13" (chord bearing S.08°28'09"W., 117.07 feet); thence N.77°32'15"W., a distance of 10.00 feet to a point on the Westerly boundary of said TRACT D (Drainage, Landscape, Irrigation, and Access Easement); thence along said Westerly boundary the following two (2) courses: 1) Northerly, 115.77 feet along the arc of a non-tangent curve to the left having a radius of 830.50 feet and a central angle of 07°59'13" (chord bearing N.08°28'09"E., 115.67 feet); 2) Northerly, 16.53 feet along the arc of a compound curve to the left having a radius of 1689.50 feet and a central angle of 00°33'38" (chord bearing N.04°11'43"E., 16.53 feet) to the **POINT OF BEGINNING**. Containing 0.031 acres, more or less.

TRACT A:	PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT B:	WETLAND AND WETLAND BUFFER AREA/DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT C:	DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT D:	DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT F:	DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT G:	DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT H:	DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT J:	DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT K:	OPEN SPACE

CRESSWIND PHASE II, SUBPHASES A, B & C:

Tracts A-1, A-2, A-3, D-1, D-2, D-3, D-4 and D-5 of CRESSWIND PHASE II, SUBPHASES A, B & C, according to the map or plat thereof recorded in Plat Book 70, Page 127 of the Public Records of Manatee County, Florida.

TRACT A-1: PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT A-2: PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT A-3: PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT D-1: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT D-2: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT D-3: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT D-4: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT D-5: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT

CRESSWIND PHASE III SUBPHASES IIIA & IIIB:

Tracts A-4, A-5, A-6, D-6, D-7, K-1, K-2, K-3 and W of CRESSWIND PHASE III SUBPHASES IIIA & IIIB, according to the map or plat thereof to be recorded in the Public Records of Manatee County, Florida.

TRACT A-4: PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT A-5: PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT A-6: PRIVATE ROADWAY AND DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT
TRACT D-6: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT (PUBLIC FLOWAGE EASEMENT)
TRACT D-7: DRAINAGE, LANDSCAPE, IRRIGATION, AND ACCESS EASEMENT
TRACT K-1: OPEN SPACE
TRACT K-2: OPEN SPACE
TRACT K-3: OPEN SPACE
TRACT W: WETLAND AND WETLAND BUFFER AREA

It is contemplated that the Association will take title to the above Tracts and the improvements thereon and use and maintain the same pursuant to the COMMUNITY DECLARATION FOR CRESSWIND LAKEWOOD RANCH and the Land Development Code of Manatee County, Florida.

EXHIBIT 8

NOTICE TO BUYER

All capitalized terms not defined herein shall have the meaning ascribed to them in the COMMUNITY DECLARATION FOR CRESSWIND LAKEWOOD RANCH, as amended from time to time (the "**Declaration**"), to which this Notice to Buyers is attached. This Notice is provided to purchasers of Lots in Cresswind Lakewood Ranch (the "**Community**"), located in Manatee County, Florida, and each Lot in the Community is subject to:

1. The Declaration (as amended and/or supplemented), a copy of which shall be provided upon execution of your contract to purchase.
2. Ownership of a Lot in said Community automatically makes you a member of **CRESSWIND LAKEWOOD RANCH HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**"), and you are subject to its Articles of Incorporation and Bylaws. The Association's Articles of Incorporation, Bylaws, together with the Declaration, and Rules and Regulation are referred to herein as the "**Governing Documents**." Each Lot entitles its Owner to one (1) vote in the affairs of the Association, as provided in the Governing Documents.
3. The plat for CRESSWIND PHASE I, SUBPHASE A & B, the plat for CRESSWIND PHASE II, SUBPHASES A, B & C, the plat for CRESSWIND PHASE III SUBPHASES IIIA & IIIB, and any subsequent plats affecting the Community.
4. The Declarant of the Association shall have the right, without further consent of the members, to bring within the plan and operation of the Declaration any property that is within the plan of development for the Community, and is contiguous to existing lands subject to the Declaration, and neither the Association nor any member shall object to any such additions.
5. The Association has the right and power to assess and collect, as provided in the Governing Documents, Installment Assessments, which represent the costs of maintenance and replacement reserves of the Common Areas. A proposed budget for maintenance of Common Area for the first ten (10) years is attached to the Declaration as **Exhibit 5**, the "**Fiscal Program**," but is subject to the adoption, amendment and/or modification by the Board of Directors.
6. The Lakewood Ranch Stewardship District (the "**District**") imposes assessments on the Lots in the Community, which pay the construction, operation and maintenance of certain public facilities of the District and are set annually by the governing board of the District.
7. Sidewalks for individual lots shall be installed at the time of home construction, and prior to the issuance of a Certificate of Occupancy. All common area sidewalks shall be installed by the Declarant in accordance with the approved construction drawings or meeting the standards of the Manatee County Land Development Code.
8. Per the Manatee County Land Development Code, one (1) canopy tree must be planted and maintained per each Lot's frontage within the Community, and not removed unless diseased or dead, in which case, it must be replaced with the same size and type of tree originally planted on the Lot. The Declarant has, or will, install the required street trees in conjunction with construction of each home on a Lot. The Association shall be responsible for the maintenance and replacement of the street tree(s). Maintenance of the street trees shall include proper root pruning to avoid interference of the tree roots with sidewalks, utilities, and foundation of other improvements.

9. The internal streets within this Community are privately owned and maintained by the Association or other appropriate legal entity in accordance with Zoning Ordinance PDR-17-19(Z)(P) Stipulation A.2.c .
10. Non-potable water will be used for landscape irrigation within a distribution system owned and maintained by the Association, utilizing re-use water purchased from Braden River Utilities. Owners are hereby notified that the water is not fit for human consumption. Please be advised that the potable water, reclaimed water, and wastewater infrastructure facilities within this private road subdivision will be publicly owned and maintained by Manatee County.
11. The Common Areas, of which the Association is responsible for the maintenance of, include wetland and wetland buffer areas, stormwater ponds.
12. Each owner is hereby placed on notice the presence of neighboring agricultural activities, which may include uses that have odors, noises, and nuisances, including the use of pesticides and herbicides association with such agricultural activities.
13. Owners in the Community may experience noise impacts from the following roads:
 - Uihlein Road, a collector facility planned to be four lanes.
 - Rangeland Parkway, a collector facility planned to be two lanes.
 - Bourneside Boulevard, a collector facility planned to be four lanes.
14. In order to provide a clear view of intersecting streets and travel lanes to the motorist, on every corner Lot, at every driveway intersection with the street, and in parking areas, there shall be a clear visibility triangle in accordance with Section 713 of the Manatee County Land Development Code.
15. No owner of a Lot within the Community may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved SWFWMD Permit and recorded Plat(s) of the Community. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the wetland, wetland buffer and upland preservation areas without the prior consent of Manatee County:
 - Development, as defined by the Land Development Code;
 - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground;
 - Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization;
 - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials;
 - Removal, mowing, or trimming of trees, shrubs or other vegetation;
 - Planting of vegetative material that is not native to the Southwest region of Florida;
 - Application of herbicides, pesticides, or fertilizers;

- Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such manner as to affect the surface;
 - Surface use except for purposes that permit the land or water areas to remain in its natural condition;
 - Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; and
 - Acts or uses detrimental to such retention of land or water areas.
16. Site lies in Zones X and A per FIRM Panel 12081C0355E, effective 3/17/2014. Lots that fall within are subject to floodplain management requirements.
17. The foregoing statement are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration.