

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

JEFF COOPERMAN, ESQ.
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1101 BRICKELL AVENUE, SUITE N1101
MIAMI, FLORIDA 33131

FIRST AMENDMENT TO DECLARATION FOR MOSAIC

THIS FIRST AMENDMENT TO DECLARATION FOR MOSAIC (this “First Amendment”) is made by KH MOSAIC LLC, a Florida limited liability company (the “Developer”), and joined in by MOSAIC TC PROPERTY OWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Kolter Group Acquisitions, LLC, a Florida limited liability company (“KGA”) recorded that certain Declaration for Mosaic in Official Records Book 4932, at Page 2211 of the Public Records of St. Lucie County, Florida (the “Declaration”) respecting the community known as Mosaic.

B. Thereafter, on June 5, 2023, KGA assigned, and KH Mosaic LLC, a Florida limited liability company (“KHM”) assumed, all of the rights and obligations of the “Developer” under the Declaration.

C. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, the Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

D. The Turnover Date has not yet occurred.

E. KHM, as the Developer under the Declaration, wishes to amend the Declaration, as further set forth herein.

NOW THEREFORE, KHM, as Developer, hereby declares that every portion of Mosaic is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First 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. References. In this First Amendment, words in the text which are lined through (——) indicate deletions from the present text of the Declaration; words in the text which are underlined indicate additions to the present text of the Declaration.
4. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except as follows:

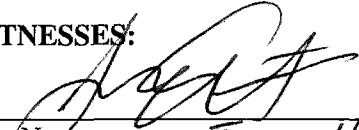
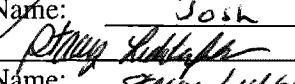
“Developer” shall mean ~~KGA~~ KH Mosaic LLC, a Florida limited liability company (“KHM”), and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Developer shall have the right to assign all or a portion of any rights granted to the Developer in this Declaration. Developer shall also have the right to assign all or a portion of any obligations of the Developer in this Declaration. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment of some, but not all, Developer rights and/or obligations, the assignee shall

not be deemed Developer, but may exercise those rights or shall be responsible for those obligations of Developer assigned to it. Additionally, any partial assignee that does not assume all of the obligations of Developer shall not be deemed the Developer. Any such assignment may be made on a non-exclusive basis. All assignments of Developer rights and/or obligations (whether full and/or partial) must be in writing.

5. Developer. All references to “Kolter Group Acquisitions, LLC” and “KGA” in the Declaration shall be deleted and replaced with “KH Mosaic LLC” and “KHM”, respectively.
6. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 5th day of June, 2023.

WITNESSES:

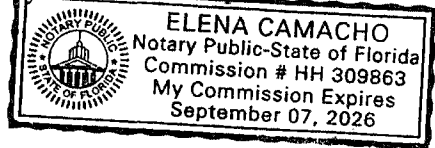

Print Name: Josh Hoot

Print Name: Stacy Lichtsells

KH MOSAIC LLC, a Florida limited liability company

By: 
Name: Derek Fenech
Title: Authorized Signatory
[SEAL]

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2023, by Derek Fenech, as Regional Vice President of KH MOSAIC LLC, a Florida limited liability company. He/she is personally known to me or produced _____ as identification, on behalf of the company.

My commission expires:




NOTARY PUBLIC, State of Florida at Large
Print Name: Elena Camacho

JOINDER

MOSAIC TC PROPERTY OWNERS' ASSOCIATION, INC.

MOSAIC TC PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") does hereby join in the First Amendment to Declaration for Mosaic (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of June, 2023.

WITNESSES:

[Signature]
Print Name: Josh Hart
[Signature]
Print Name: Stacy Lichtenfels

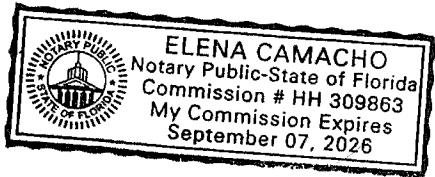
MOSAIC TC PROPERTY OWNERS'
ASSOCIATION, INC., a Florida not-for-profit corporation
By: [Signature]
Name: Derek Fenech
Title: President

[SEAL]

STATE OF FLORIDA)
COUNTY OF St. Lucie) SS.:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 5th day of June, 2023 by Derek Fenech, as President of MOSAIC TC PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. She is personally known to me or produced _____ as identification, on behalf of the corporation.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: Elena Camacho