

PREPARED BY AND RETURN TO:

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Cross Reference: Instr. # 202441085069

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

**SECOND AMENDMENT TO
COMMUNITY DECLARATION FOR WOODLAND PRESERVE**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR WOODLAND PRESERVE (this "**Amendment**") is made by KH WOODLAND PRESERVE LLC, a Florida limited liability company (the "**Declarant**"), joined by the WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declarant recorded the COMMUNITY DECLARATION FOR WOODLAND PRESERVE as Instrument # 202441085069 in the Public Records of Manatee County, Florida, as amended by the FIRST AMENDMENT TO COMMUNITY DECLARATION FOR WOODLAND PRESERVE recorded as Instrument # 202641038109 in the Public Records of Manatee County, Florida (collectively, the "**Declaration**").

B. Pursuant to Section 4.3 of the Declaration, prior to the Turnover the Declarant shall have the right to amend the Declaration without the joinder or consent of any person or entity whatsoever.

C. As of the date of this Amendment, the Turnover has not occurred.

NOW THEREFORE, the Declarant hereby amends 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 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 Amendment and the Declaration, this Amendment shall control. Whenever possible, this 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 2 of the Declaration is hereby amended to add the definition of "Builder" to Section 2 of the Declaration, as follows:

"Builder" means any person or entity other than the Declarant who acquires an interest in a Lot or Parcel and who is also approved as a "Builder" by the Declarant in writing. The term "Builders" shall collectively refer to all persons or entities meeting the definition of "Builder" as provided herein. NVR, Inc., a Virginia corporation ("NVR"), is hereby approved by the Declarant as a "Builder."

4. Section 3.5 of the Declaration is hereby amended to add the following sentence at the end of said Section 3.5 [SEE GOVERNING DOCUMENTS FOR COMPLETE CURRENT TEXT]:

"Notwithstanding anything contained herein to the contrary, a Builder must first obtain the Declarant's written consent prior to leasing any Homes owned by such Builder."

5. Section 4.1 of the Declaration is hereby amended as follows:

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration or the other Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. Notwithstanding the forgoing provisions, no amendment to this Declaration shall materially and adversely affect the rights expressly granted to and/or reserved in favor of a Builder (not as an Owner, but expressly as a "Builder" under this Declaration) set forth in this Declaration, unless such amendment receives the prior written consent of such affected Builder, which consent shall not be unreasonably withheld. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments to this Declaration must comply with Section 25.2 which benefits SWFWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records.

6. Section 12.6 of the Declaration is hereby amended as follows:

12.6 Commercial Activity. Except for normal construction activity, sale, rental and/or re-sale of a Home, sale or re-sale of other property owned by the Declarant or a Builder, and administrative offices of the Declarant or a Builder (as approved by Declarant), no commercial or business activity shall be conducted within WOODLAND PRESERVE, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within WOODLAND PRESERVE. No solicitors of a commercial nature shall be allowed within WOODLAND PRESERVE, without the prior written consent of the Association. No day care center, "half-way house," or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior

written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration.

7. The last paragraph of Section 12.33 of the Declaration is hereby amended as follows [*SEE GOVERNING DOCUMENTS FOR COMPLETE CURRENT TEXT*]:

The Declarant, Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its respective agents, employees, nominees and assigns and for Builders, the right, privilege and easement to construct, place and maintain upon any property within WOODLAND PRESERVE such signs and flags as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. Notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content, and design of such Builder's signs and flags within WOODLAND PRESERVE. Within sixty (60) days of the final sale of the last Home owned by a Builder within WOODLAND PRESERVE, the Builder shall remove all marketing materials installed by such Builder (if any) including, but not limited to, flags banners, placards, and signage. The Declarant reserves the right to institute a signage plan for WOODLAND PRESERVE, which signage plan must be complied with by all Builders. The prohibitions on signs and flags displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

8. The Declaration is hereby amended to add the following as new Section 15.14 of the Declaration:

15.14 Additional Easements and Rights for Builders. Each Builder is hereby granted an easement over, upon, across, and under the Lot(s) owned by such Builder and any other portions of WOODLAND PRESERVE as may be reasonably required in connection with such Builder's construction of Homes and to promote or otherwise facilitate the construction, marketing, and sale of such Homes. Without limiting the foregoing, the Declarant specifically reserves for Builders and their subcontractors, suppliers, employees, and consultants, the right to use all paved roads and rights of way within WOODLAND PRESERVE for vehicular and pedestrian ingress and egress to and from construction sites; provided, however, Builders, and their subcontractors, suppliers, employees and consultants, shall utilize those roadways and entrances into WOODLAND PRESERVE as are designated by the Declarant for construction activities, as applicable and as determined by the Declarant in its discretion. The Declarant shall have the right to require that Builders' subcontractors, suppliers, employees, and consultants check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Declarant, as applicable. The Declarant, in its sole discretion, shall have the right to determine the location or locations of any areas within WOODLAND PRESERVE used by Builders and their contractors, subcontractors, vendors and/or agents as a wash-out area for construction activities, and each Builder and its contractors, subcontractors, vendors and/or agents shall be required to use such designated areas in connection with any wash-out for construction activities. By acceptance of a deed to a Lot, each Owner acknowledges that Builders' construction vehicles and trucks may use portions of the Common Areas and Facilities. Neither the Declarant nor a Builder shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas or Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses or as part of the District Maintenance Special Assessments, as applicable. Without limiting the foregoing, at no time shall a Builder be obligated to pay

any additional amount to the Association on account of such Builders' use of the Common Areas or Facilities. Notwithstanding anything contained herein to the contrary, Builders shall not market other residences and properties located outside of WOODLAND PRESERVE from sales facilities within WOODLAND PRESERVE. The Declarant may allow Builders to use any portion of the Common Areas and Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional events, and using the Common Areas and Facilities for other types of promotional or sales activities that may be employed in the marketing of Homes, subject to the prior written approval of the Declarant. A Builder may utilize model homes, sales offices, trailers, and temporary structures in connection with construction, marketing and sales activities within WOODLAND PRESERVE, subject to the prior written approval by the Declarant as to the location, design, and quality of all model homes, sales offices, trailers, and temporary structures used by such Builder within WOODLAND PRESERVE. Prior to the Community Completion Date, the Declarant shall have the right to allow any Builder, at any time or location within WOODLAND PRESERVE as determined by the Declarant in its sole discretion, to hold marketing, special, and/or promotional events within Common Areas or other portions of WOODLAND PRESERVE without any charge for use, subject to Declarant's prior written approval as to the time, date, and location of such events. Notwithstanding anything to the contrary in the Declaration, the rights of a Builder as set forth in the Governing Documents shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by such Builder, as applicable, in an instrument referencing the Declaration recorded in the Public Records.

9. Sections 17.11 and 17.12 of the Declaration are hereby amended as follows:

17.11 Initial Contribution. Following construction of a Home on a Lot, The the first purchaser of each Home such Lot from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or Builder to the purchaser, shall pay to the Association an initial contribution in the amount of ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,200.00) (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 WOODLAND PRESERVE, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Notwithstanding anything contained herein to the contrary, no Initial Contribution shall be due upon the conveyance of a Lot from the Declarant to a Builder or conveyance of a Lot from the Declarant to any affiliate of Declarant. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

17.12 Resale Contribution. After the Home has been conveyed to the first purchaser by the Declarant or a Builder, 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 of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) (the "Resale Contribution") payable to the Association. 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 WOODLAND PRESERVE, including, without limitation, future and existing capital improvements, Operating Expenses, Reserves, support costs and start-up costs. Notwithstanding anything contained herein to the contrary, no Resale Contribution shall be due upon the conveyance of a Lot from the Declarant to a Builder or conveyance of a Lot from the Declarant to any affiliate of

Declarant. Prior to the Community Completion Date, this Section shall not be amended without the Declarant's prior written consent.

10. Section 19.18 of the Declaration is hereby amended as follows:

19.18 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, a Builder, the District, or their contractors, agents and assigns, including, without limitation, improvements made or to be made by them to the Common Areas or Facilities, as applicable, or any Lot or Home, shall not be subject to the Community Standards and/or review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever (including without limitation, Homes, landscaping, fences, walls, paving, lighting, or any modification on a Lot) made or to be made by or on behalf of a Builder shall be subject to the Community Standards and subject to review and prior written approval by the Declarant. Upon approval of such Builder's plans by the Declarant, such approval may not be revoked or modified by the Board or the ACC notwithstanding Turnover. Each Builder shall be solely responsible for compliance with the Community Standards, regardless of the Declarant's written approval such improvements. Such written approval by the Declarant shall not be subsequently modified or revoked for any reason, including a change to the Community Standards which occurs following the approval of Declarant. All written approvals of a Builder's plans and specifications by Declarant shall be final and may be relied upon by the Builder receiving such approval.

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

12. This 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]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this
Amendment to be executed by its duly authorized representative as of this 10 day of
June, 2026.

WITNESSES:

[Signature]
Print Name: Danielle Boyers
Address: 17514 Cresswind Ter.
Lakewood Ranch, FL 34211

[Signature]
Print Name: Shawna Wilson
Address: 17514 Cresswind Ter
Lakewood Ranch, FL 34211

"DECLARANT"

KH WOODLAND PRESERVE LLC, a
Florida limited liability company

By: [Signature]
Print Name: Fred Pfister
Title: Authorized Signer
Address: 17514 Cresswind Ter.
Lakewood Ranch, FL 34211

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization this 10 day of June, 2026, by
Fred Pfister as authorized signer of KH WOODLAND PRESERVE LLC, a
Florida limited liability company, on behalf of the company, who ☒ is personally known to me or
☐ has produced a driver's license as identification.

[Signature]
Notary Public
Print Name: Elise Sturgeon
My Commission Expires:



JOINDER

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this SECOND AMENDMENT TO COMMUNITY DECLARATION FOR WOODLAND PRESERVE (the "**Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance and acknowledgement of the Amendment and does not affect the validity of the Amendment as the Association has no right to approve the Amendment.

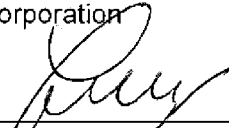
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10 day of June, 2026.

WITNESSES:

"ASSOCIATION"

WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

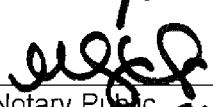

Print Name: Daniel Boyers
Address: 17514 Cresswind Ter
Lakewood Ranch, FL 34211

By: 
Name: Fred Pfister
Title: President
Address: 17514 Cresswind Ter.
Lakewood Ranch, FL 34211


Print Name: Sharon Wilson
Address: 17514 Cresswind Ter.
Lakewood Ranch, FL 34211

STATE OF FLORIDA)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10 day of June, 2026, by Fred Pfister, as President of WOODLAND PRESERVE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced a driver's license as identification.


Notary Public

Print Name: Elise Sturgeon

My Commission Expires:

