

PREPARED BY AND RETURN TO:

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SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

**FIRST AMENDMENT TO
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESS GLEN AT RIVER WILDERNESS**

THIS FIRST AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS (this "**First Amendment**") is made this 11 day of Sept, 2021, by WEST COAST LAND PARTNERS, LLC, a Delaware limited liability company (the "**Developer**"), joined by the CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. Developer recorded that certain AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS as Instrument # 201941105107, in O.R. Book 2808, Page 2250 in the Public Records of Manatee County, Florida (the "**Declaration**").

B. Pursuant to Section 8.12 of the Declaration, during the time the Developer is a "Developer Member" of the Association and is actively developing the Subdivision, Developer has the right to amend the Declaration in any manner whatsoever without the joinder or consent of any person or entity.

C. As of the date of this First Amendment, the Developer is a "Developer Member" of the Association and is actively developing the Subdivision.

NOW THEREFORE, the Declaration is hereby amended as follows:

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. The text will not be lined through or double-underlined when whole sections or paragraphs are deleted, replaced or added in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this First 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 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. Article I of the Declaration is hereby amended to add the following definition as new Section 1.15 of the Declaration [*SEE GOVERNING DOCUMENTS FOR CURRENT TEXT*]:

1.15 **"Builder"** shall mean any person or entity other than the Developer who (i) holds title to a Lot prior to, during and until completion of construction of a residence thereon (as evidenced by issuance of a certificate of occupancy), and (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services. The term "Builders" shall collectively mean all persons or entities meeting the definition of "Builder" as provided herein. M/I HOMES OF SARASOTA, LLC, a Delaware limited liability company, and LEE WETHERINGTON HOMES, LLC, a Delaware limited liability company, are both approved by the Developer each as a "Builder" under this Declaration.

4. Article VIII, Section 8.12 of the Declaration is hereby amended as follows:

8.12 **Amendment.** Subject to the rights of Developer, this Declaration may not be amended by the Owners ~~during the first four (4) years after this Declaration is recorded prior to transition of control of the Association in accordance with Section 720.307, Florida Statutes ("Turnover")~~. Thereafter, this Declaration may be amended only by the affirmative written assent or vote of the Owners of not less than two thirds (2/3) of all the Lots covered hereby. Anything herein to the contrary notwithstanding, during the time that Developer is a Developer Member of the Association and is actively developing the Subdivision, and controls a majority of the Board, Developer reserves the right to amend this Declaration, the Articles and the By-Laws in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete the Common Property. Developer further reserves the right to use Lots owned by it and the Common Property for administrative and marketing offices for use by itself and its agents, and to erect temporary structures for use in its development business. So long as Developer owns any Lot of record, it may establish licenses, reservations, easements and rights of way in favor of itself, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of the Subdivision. Notwithstanding anything to the contrary contained herein, any amendment of this Declaration which would affect the surface water management system of the Subdivision, including the water management portions of the Common Property, must have the prior written approval of the Southwest Florida Water Management District. Notwithstanding any other provision herein to the contrary, for so long as a Builder owns any property within the Subdivision, no amendment to this Declaration or the other governing documents of the Association shall affect the rights of any Builder or any property owned by a Builder unless such amendment receives the prior written consent of the affected Builder, as determined by such Builder in its discretion.

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

4.1 **Architectural Review Committee.** For the purposes of carrying out the Architectural Review process, there shall be an Architectural Review Committee (the "ARC"). The members of the ARC shall consist of the Board. Provided, however, that anything herein contained to the contrary notwithstanding, until such time as the Developer no longer has the right to elect or designate a majority of the Board, the original Developer or its designee shall serve as the ARC. Notwithstanding anything to the contrary contained

herein or in any architectural standards or rules promulgated by the Board or the ARC, any improvements or alterations of any nature made or to be made by the Developer or a Builder, or their contractors and designated assigns, including, without limitation, improvements made or to be made to any Lot or residence, shall not be subject to review and approval by the ARC or the Board, nor shall such improvements to be made by Developer or any Builder be subject to any architectural standards, "Accessory Package" or other rules and/or design requirements adopted by the Board or the ARC. This Section 4.1 may not be amended without the prior written approval of the Builder(s).

6. Article IV, Section 4.3 of the Declaration is hereby amended to add the following as new subsection (f) at the end of said Section 4.3 [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

(f) Notwithstanding any of the foregoing or anything to the contrary contained in this Declaration, to the extent such improvements, alterations or installations are proposed by the Developer or a Builder, including without limitation, any residence, landscaping, painting, fence, screen enclosure, signage, flag, mailbox, pool, facility, equipment or structure within the Subdivision, such improvement, alteration, addition or installation by the Developer or Builder shall be exempt from Architectural Review and exempt from any architectural standards, rules or "Accessory Package" promulgated by the Board and/or the ARC.

7. Article V, Sections 5.1 and 5.13 of the Declaration are hereby amended to add the following language at the end of Sections 5.1 and 5.13 [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Notwithstanding anything contained herein to the contrary, each Builder shall have the right to install and maintain temporary structures, trailers, model homes or any other structures for construction, development, marketing and sales purposes within any portion of the Subdivision owned by such Builder, and any such structures or improvements shall not be subject to the review or approval of the Board or the ARC."

8. Article V, Section 5.8 of the Declaration is hereby amended as follows:

5.8 Utility Connection. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and approved by either the Developer or ARC.

9. Article V, Section 5.12 of the Declaration is hereby amended as follows:

5.12 Signs. Except for signs installed by Developer or a Builder, the size and design of all signs located on a Lot shall be subject to the approval of the ARC. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

(a) Directional or traffic signs may be installed by the appropriate governmental authority, by Developer or by the Board and entrance or other identification signs or billboards may be installed by the Developer or the Board;

(b) Developer and Builders, and their its successors and assigns, may display signs, banners, flags and other advertising materials in connection with development and sale of Lots and the Subdivision;

(c) Any and all other signs must comply with the restrictions set forth in the Master Declaration.

Notwithstanding anything contained herein to the contrary, the Developer and Builders are exempt from all such restrictions on signs contained herein, and Developer and Builders are expressly authorized to place and maintain signs, flags, banners and other marketing materials on property owned by them or any portion of the Common Property. Neither the Board nor the ARC shall have any right to approve signs, flags, banners and other marketing materials installed or maintained by Developer or a Builder within the Subdivision.

10. Article V, Section 5.15 of the Declaration is hereby amended as follows:

5.15 Sales Office of Developer. Notwithstanding anything in this Declaration to the contrary, Developer and/or any Builder may construct and maintain a sales office, together with a sign or signs relating thereto, on Lots or a Lot of its choosing until such time as all of the Lots have been sold by Developer and Builders. Developer's and Builders' sales office(s) shall not be required to undergo architectural review. Developer may maintain a garage sales office consisting of a garage with french doors facing the street, or such other sales office as Developer or any Builder deems appropriate in Developer's or such Builder's sole discretion. The Developer expects to bring such sales office structures into ARC compliance prior to selling the property as a Lot or Lots.

11. Article VI, Section 6.6 of the Declaration is hereby amended to add the following language at the end of said Section [SEE GOVERNING DOCUMENTS FOR CURRENT TEXT]:

"Notwithstanding the foregoing or anything to the contrary herein, the foregoing restrictions and any other regulations or restrictions related to vehicles and/or parking contained in the Declaration or in the rules of the Association shall not apply to Builders or Builders' contractors, subcontractors, agents or employees. Builders and their contractors, subcontractors, agents and employees shall have the right to use and park construction vehicles, commercial vehicles and other vehicles in the Subdivision for so long as such Builder owns a Lot."

12. Article VIII of the Declaration is hereby amended to add the following as new Section 8.15 of the Declaration:

8.15 Additional Restrictions Relating to Builders and Initial Construction. Notwithstanding anything to the contrary in the Declaration, the Association may not remove, modify or amend any right, privilege, exemption, authorization or approval afforded to a Builder pursuant to the Declaration, or otherwise granted by Developer or the Association to any Builder, without such Builder's prior written consent, for so long as such Builder owns any Lot or other land located in the Subdivision. Without limitation of the foregoing, a Builder's prior written consent is required for any amendment to the Declaration, rules and regulations, or other governing document of the Association which may adversely impact such Builder or such Builder's ability to develop, construct, market, advertise or sell Lots or residences in the Subdivision. Further, notwithstanding anything to the contrary contained herein, neither the Board, the Developer nor the Association shall adopt, alter, amend, rescind or enforce any rule or regulation which (a) may materially and adversely affect any Lot owned by a Builder or (b) may materially and adversely affect the Builder's development, construction and/or marketing of Lots and residences within the Subdivision. The rights, exemptions, powers and reservations of a Builder herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an

instrument in writing duly executed by such Builder. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer or a Builder, or their contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Subdivision owned or controlled by them whatever it or they determine to be necessary, convenient, or desirable to complete the construction, marketing and sale of Lots and residences. The foregoing includes the right for Builders and their agents, employees and assigns, to use the Common Property, flags and signage, construction trailers, model homes, and offices for the purpose of constructing, marketing and selling Lots and residences. Such activities by a Builder or Developer shall in no event be deemed a nuisance. These rights shall survive Turnover and shall inure to the benefit of Developer, each Builder and their contractors, subcontractors, agents, employees, designated successors and assigns for so long as Developer and/or any Builder shall own any property within the Subdivision. **ALL RIGHTS, EASEMENTS, EXEMPTIONS AND PROTECTIONS AFFORDED TO A BUILDER UNDER THIS DECLARATION SHALL REMAIN IN EFFECT SO LONG AS SUCH BUILDER OWNS ANY PORTION OF THE SUBDIVISION, NOTWITHSTANDING TURNOVER OF CONTROL OF THE BOARD TO OWNERS.**

13. 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.

14. This First 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 Developer, has caused this First Amendment to be executed by its duly authorized representative as of this 11 day of Sept, 2021.

WITNESSES:

"DEVELOPER"

WEST COAST LAND PARTNERS, LLC,
a Delaware limited liability company

Wendy Kerr
Print Name: Wendy Kerr
Chavon Kane
Print Name: CHAVON KANE

By: [Signature]
Name: LEE WETHERINGTON
Title: President

[Company Seal]

California
STATE OF ~~FLORIDA~~)
Orange
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11TH day of SEPTEMBER 2021, by LEE WETHERINGTON, as President of WEST COAST LAND PARTNERS, LLC, a Delaware limited liability company, on behalf of the company, who ☐ is personally known to me or ☒ has produced FLDL: W305-523-47-150-0 as identification.

- SEE ATTACHED -
Notary Public
Print Name: CHAVON KANE
My Commission Expires: OCT. 5TH, 2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ORANGE)

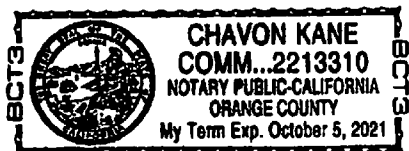
On SEPT. 11TH 2021 before me, CHAVON KANE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared LEE WETHERINGTON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Chavon Kane
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document FIRST Amendment TO Amended Declaration of Covenants, Conditions and Restrictions for Cypress

Title or Type of Document Glen At River Wilderness Document Date: _____

Number of Pages: 1 Signer(s) Other Than Named Above: WITNESS 1: WENDY KERR
WITNESS 2: CHAVON KANE

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

JOINDER

CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the FIRST AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS (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. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

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

WITNESSES:

"ASSOCIATION"

CYPRESS GLEN AT RIVER
WILDERNESS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit corporation

W. King
Print Name: WENDY KING
Chavon Kane
Print Name: CHAVON KANE

By: [Signature]
Print Name: Leland C. Wetherington
Title: President

[Corporate Seal]

California
~~STATE OF FLORIDA~~)
~~COUNTY OF ORANGE~~)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 11th day of SEPTEMBER, 2021, by Leland C. Wetherington, as President of CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Association. He ☐ is personally known to me or ☒ has produced FDL:W365.523.47.50.0 as identification.

My commission expires:
OCT. 5TH, 2021

- SEE ATTACHED -
NOTARY PUBLIC, State of Florida at Large
Print Name CHAVON KANE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ORANGE)

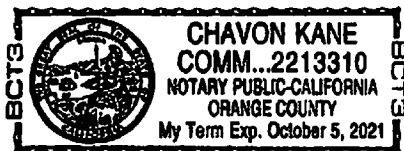
On SEPT. 11TH 2021 before me, CHAVON KANE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared LELAND C. WETHERINGTON
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

~~First Amendment TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS~~
Description of Attached Document FOR CYPRUS GLEN AT RIVER WILDERNESS

Title or Type of Document: (PAGE 7 - JOINDER) Document Date: _____

Number of Pages: 7 Signer(s) Other Than Named Above: Witness 1: Wendy Kerr
Witness 2: Chavon Kane

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____