

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

SCOTT A. COOKSON, ESQ.
SHUFFIELD LOWMAN & WILSON P.A.
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SHUFFIELD LOWMAN & WILSON PA.
POB 1010
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**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA
RESORT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT (this "**First Amendment**") is made by AK OAKMONT LLC, a Florida limited liability company ("**Declarant**") and joined by SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), D.R. HORTON, INC., a Delaware corporation ("**Horton**") and PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company ("**Park Square**").

RECITALS

A. That certain Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Solterra Resort was recorded in Official Records Book 08825, Page 1490 of the Public Records of Polk County, Florida (the "**Declaration**").

B. The Property subject to the Declaration includes all real property described in the Plat. The Plat includes Tract FD3 which has now been re-platted as shown on the Plat of Oakmont Townhomes Phase 1 recorded in Plat Book 153, Page 21, Public Records of Polk County, Florida.

B. Pursuant to the authority granted in Section 14.02 of the Declaration, Declarant desires to amend the Declaration as set forth in this First Amendment.

NOW THEREFORE, Declarant hereby declares that every portion of the Property is to be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions and restrictions hereinafter set forth in consideration for the premises and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant does hereby amend the Declaration as follows:

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. **Definitions.** All initially capitalized terms not defined in this First Amendment shall have the meaning set forth in the Declaration.

4. **Property.** Exhibit "A" attached to the Declaration is hereby replaced with **Exhibit "A"** attached to this First Amendment.

5. **Maximum Annual Assessment.** The first sentence of Section 6.08 of the Declaration shall be deleted in its entirety and replaced with the following:

"For the first budget year of the Association, the Annual Assessment amount shall not exceed the sum of One Thousand Seven Hundred and 38/100 Dollars (\$1,700.38) per year, per Lot (the "**Maximum Annual Assessment**")."

6. **Signs.** Section 8.01.S. of the Declaration is hereby amended in its entirety to read:

S. **Signs.** No sign of any kind shall be displayed to the public view on the Property, except any sign used by the Declarant or a licensed homebuilder to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas or any other dedicated areas, if any, nor on entryways or any vehicles within the Property, except such as are placed by the Declarant or a licensed homebuilder. Provided, however, one (1) discreet, professionally prepared "For Sale" sign of not more than eighteen (18) inches by twenty-four (24) inches may be placed on the interior of a window of any dwelling located on a Lot, for a period of up to sixty (60) calendar days, upon the filing of a written notice of same with the Secretary of the Association. Such notice will contain the street address of the dwelling where the sign will be placed, a statement that the sign complies with all signage requirements contained in this paragraph, a beginning and end date of such sign's display, which end date may not exceed sixty (60) calendar days from the beginning date. The notice must be executed by the Owner or Manager of the Residential Unit to which it pertains. No "For Lease" or "For Rent" or similar signs shall be displayed to the public view on any portion of the Property or placed inside a home or on the outside walls of the home so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas or any other dedicated areas, if any, nor on entryways or any vehicles within the Property.

Definition of Townhome Lot. The following term shall be added to Article 1, Section 1.01 of the Declaration:

“Townhome Lot” shall mean and refer to Lots 1 through 78 of Oakmont Townhomes Phase 1 as recorded in Plat Book 153, Page 21, Public Records of Polk County, Florida and all other lots subsequently platted or replatted as townhome lots within the Property. The term Residential Unit shall include all townhomes constructed on a Townhome Lot. The term Lot shall include all Townhome Lots.

7. **Townhome Lots.** The following shall be added as Article 15:

“ARTICLE 15 – TOWNHOME LOTS

Section 15.01 Applicability. This Article 15 shall apply only to the Townhome Lots located on the Property.

Section 15.02. Maintenance of the Townhome Lots.

A. Exterior Maintenance By Owner. Other than as specifically set forth in this Declaration, each Owner shall be responsible for maintaining its Townhome Lot, the exterior of the townhome Residential Unit located on such Townhome Lot and the exterior of all other improvements located thereon in a neat and attractive manner in accordance with the covenants, conditions and restrictions set forth in this Declaration. Such maintenance shall include, but not be limited to, windows, glass, stucco, siding fascia, soffit, decorative banding, shutters, sidewalks, walkways, fences, patios, swimming pools, pool decks and screen enclosures.

B. Exterior Maintenance By the Association. The Association shall maintain the paint coating on the exterior surface, which shall include, but not be limited to, periodic repainting and occasional pressure washing of painted surfaces and roofs, of all of the townhome Residential Units in a neat and attractive manner, as determined in the exercise of the Board’s reasonable discretion. Notwithstanding the foregoing, to the extent that any Owner, or any such Owner’s agents, employees, guests, invitees or licensees, causes damage to any improvement for which the Association is obligated to maintain, repair and/or replace, then any costs incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an Individual Assessment as described in Section 6.04 of this Declaration.

C. Interior Maintenance. Each Owner shall be responsible for maintaining the interior of such Owner’s townhome Residential Unit in a neat and sanitary manner. The Association shall not be in any way responsible for any interior maintenance, nor shall the Association be responsible for the maintenance of any of Owner’s

electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically designated to the Association under the terms of this Declaration. Each Owner of a Townhome Lot shall obtain hazard insurance for the interior of the townhome Residential Unit in accordance with the terms of this Declaration. In addition, each Owner of a Townhome Lot shall obtain property and casualty insurance for any swimming pool and related improvements on the Townhome Lot.

Section 15.03 Party Wall. Party Wall shall refer to the common wall separating one townhome Residential Unit from another townhome Residential Unit.

A. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply concerning a Party Wall.

B. Other than as specifically set forth in this Declaration, the cost of reasonable repair, maintenance and replacement of a Party Wall shall be shared equally by the Owners who make use of the Party Wall. If an Owner does not pay its portion, the Owner entitled to reimbursement shall have a right to impose a lien against the other Owner's Townhome Lots as provided in this Declaration.

C. If a Party Wall is destroyed, damaged or requires structural repair, the Association, in its reasonable discretion, shall either restore, repair or replace the Party Wall, and each Owner sharing the Party Wall shall be jointly and severally liable to the Association for the cost, without prejudice, however to the right to any such Owner to collect a larger contribution from the other Owner(s) under any rule of law regarding liability for negligent or willful acts or omissions. The Association shall have the right during normal working hours and after reasonable notice to perform its obligation arising under this Section 15.03. However, in the event of an emergency, the Association or any Owner of a townhome Residential Unit sharing a Party Wall shall have the right to enter the townhome Residential Unit of another Owner sharing that Party Wall, without notice, to make emergency repairs. Any and all costs described above which may be collected from an Owner in accordance with this Section 15.03 shall constitute an Individual Lot Assessment for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other Assessments as set forth in Article 6 of this Declaration. Association, in its sole and absolute discretion, shall designate the contractor for such work described in this Section 15.03. All sums due to the

Association pursuant to this Section 15.03 shall be payable immediately upon demand by the Association.

D. Declarant hereby reserves unto itself and grants to the Association and to each Owner (as to the Party Wall forming a part of such Owner's townhome Residential Unit) a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot, and the improvements located thereon, as may be reasonably necessary for the purpose of repairing, maintaining or replacing any Party Wall.

Section 15.04. Common Roof. Common Roof shall refer to the exterior roof covering of a townhome Residential Unit, including all components of the exterior cover, but not the supporting structure.

A. The general rules of law regarding liability for property damage due to negligence or willful acts or omissions shall apply concerning a Common Roof.

B. Other than as specifically set forth in this Declaration, the cost of reasonable repair, maintenance and replacement of the Common Roof shall be a Common Expense shared only by Owners of townhome Residential Units and is included in the Townhome Maximum Annual Assessment (defined in Section 15.06).

C. If a Common Roof is destroyed or damaged or requires repair, the Association, in its reasonable discretion, shall either restore, repair or replace the Common Roof. The Association shall have the right to enter the property of any Owner sharing a Common Roof during normal working hours and after reasonable notice to perform its obligations under this Section 15.04. However, in the event of an emergency, the Association shall have the right to enter a townhome Residential Unit without notice to make emergency repairs. To the extent that any damage to a Common Roof is not covered by insurance and has been caused by the affirmative, intentional act of an Owner or by the gross negligence of such Owner, then the Association, in its sole and absolute discretion, may, but shall not be required to, recover the cost incurred by the Association in restoring, repairing and/or replacing such damaged Common Roof. Any and all costs described above which may be collected from an Owner in accordance with this Section 15.04 shall constitute an Individual Lot Assessment for which the Association shall have lien rights and all other enforcement rights in favor of the Association for enforcing the payment of other Assessments as set forth in Article 6 of this Declaration Association, in its sole and absolute

discretion, shall designate the contractor for such work described in this Section 15.04. All sums due to the Association pursuant to this Section 15.04 shall be payable immediately upon demand by the Association.

D. Declarant hereby reserves unto itself and grants to the Association and to each Owner (as to the Common Roof forming a part of such Owner's townhome Residential Unit) a nonexclusive easement and right of ingress and egress in, under, over and across any Townhome Lot, and the improvements located thereon, as may be reasonably necessary for the purpose of repairing, maintaining or replacing any Common Roof.

Section 15.05. Hazard Insurance on Townhome Residential Units. In addition to any other insurance which the Association may elect to obtain, the Association shall maintain hazard insurance on the townhome Residential Units in such amounts and with such companies as the Association may determine in its reasonable discretion. The Association shall obtain and continue in effect blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for the full insurable replacement cost under current building ordinances and codes of all building and other improvements within the Property on which townhome Residential Units are constructed, regardless of ownership, less a reasonable deductible. The Association's insurance shall cover fixtures, improvements and alterations that are a part of the exterior of each townhome Residential Unit, but shall not cover swimming pools and related improvements on the exterior of each townhome Residential Unit.

Unless the Board approves otherwise by resolution, fixtures, contents, improvements and appliances within the interior of any townhome Residential Unit shall be excluded from the Association's insurance policy. In addition, the Association's insurance policy may exclude other improvements and betterments made by the Owner and may exclude the interior, finished surfaces of perimeter and partition walls, floors and ceilings within each townhome Residential Unit. If such coverage is not generally available at reasonable cost, then "broad form" coverage may, in the reasonable discretion of the Association, be substituted.

The costs associated with such hazard insurance shall be included in the operating budget established by the Association in accordance with the Declaration and shall be a Common Expense shared only by Owners of townhome Residential Units and is included in the Townhome Maximum Annual Assessment. Notwithstanding the foregoing or anything else in this Declaration

to the contrary, each Owner of a townhome Residential Unit and any tenant of such Owner shall be solely responsible for: (i) obtaining such liability insurance as may be necessary to protect such Owner or tenant against claims typically covered by liability insurance; and (ii) such other insurance as may be necessary to insure such Owner's or tenant's personal property including interior walls of the townhome Residential Unit.

Section 15.06 Additional Assessment for Townhome Lots. IN ADDITION TO ALL ASSESSMENTS REQUIRED TO BE PAID THE ASSOCIATION UNDER ARTICLE 6 OF THIS DECLARATION, EACH OWNER OF A TOWNHOME LOT SHALL ALSO BE REQUIRED TO PAY ASSESSMENTS PURSUANT TO THIS SECTION 15.06 (each a "Townhome Annual Assessment").

A. For the first budget year of the Association, the Townhome Annual Assessment amount shall not exceed the sum of One Thousand Four Hundred and no/100 Dollars (\$1,400.00) per year per Townhouse Lot (the "Townhome Maximum Annual Assessment"). The Townhome Annual Assessments provided for herein shall be due and payable in advance in equal quarterly installments on the first day of each calendar quarter, or such other period as may be approved by the Association. The foregoing Townhome Annual Assessment is in addition to the Annual Assessments and other assessments and financial obligations which an Owner may have to the Association.

From and after the conclusion of the first budget year of the Association, the Townhome Annual Assessment may be increased each subsequent fiscal year either: (a) upon approval by a majority of the Association's board of directors without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually; or (b) upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided. The Board may fix the Townhome Annual Assessment only at an amount not in excess of the maximum."

7. **Covenant.** This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 18th day of SEPTEMBER, 2013.

WITNESSES:

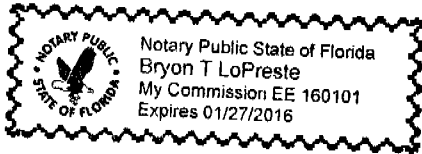
AK OAKMONT LLC, a Florida limited liability company

Troy E. Simpson
Name: TROY E. SIMPSON
Greg Meath
Name: GREG MEATH

By: [Signature]
Name: JAMES P. HARVEY
Title: VICE PRESIDENT

STATE OF FLORIDA)
)ss:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 18th day of SEPTEMBER, 2013, by JAMES P. HARVEY, as VICE PRESIDENT of AK OAKMONT LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.



[Signature]
Notary Public, State of Florida

BRYON T. LOPRESTE
Printed Name of Notary Public
My Commission expires:

EXHIBIT "A"

All real property described in that certain Plat of OAKMONT PHASE I, according to the Plat thereof as recorded in Plat Book 148, Pages 16 through 30, Public Records of Polk County, Florida including such property therein subsequently replatted.

The foregoing includes but is not limited to:

Single Family Residential Units

Lots 1 through 325 of OAKMONT PHASE I, according to the Plat thereof as recorded in Plat Book 148, Pages 16 through 30, Public Records of Polk County, Florida; and

Townhome Residential Units

Lots 1 through 78 of OAKMONT TONWHOMES PHASE 1, according to the Plat thereof as recorded in Plat Book 153, Page 21 of the Public Records of Polk County, Florida.

JOINDER

SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Solterra Resort (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 18th day of SEPTEMBER, 2013.

WITNESSES:

SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

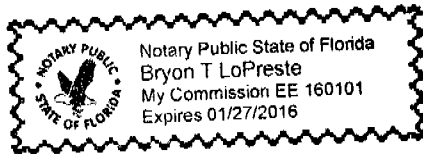
[Signature]
Name: TRAY E. SIMBON
[Signature]
Name: GREG MEATH

By: [Signature]
Name: JAMES P. HARVEY
Title: PRESIDENT

{SEAL}

STATE OF FLORIDA)
)ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 18th day of SEPTEMBER, 2013, by JAMES P. HARVEY, as PRESIDENT of SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or has produced a _____ as identification, on behalf of the corporation.



[Signature]
Notary Public, State of Florida

Bryon T. LoPreste
Printed Name of Notary Public
My Commission expires 01.27.16

**JOINDER AND CONSENT TO FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR SOLTERRA RESORT**

PARK SQUARE ENTERPRISES, LLC, a Delaware limited liability company, does hereby join in, ratify and consent to the First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Solterra Resort (the, "**First Amendment**"). To the extent this Joinder and Consent is needed to impose the First Amendment as a covenant running with the land, such condition is hereby fulfilled.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 12 day of September, 2013.

Witnesses:

PARK SQUARE ENTERPRISES, LLC, a
Delaware limited liability company

[Signature]
Print Name: Linda Keffe

By: [Signature]
Name: Vishal Gupta
Title: President

[Signature]
Print Name: Judith Stark

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of September 2013, by Vishal Gupta as President of **PARK SQUARE ENTERPRISES, LLC**, a Delaware limited liability company, on its behalf. He/She is personally known to me or produced his/her as identification.

[NOTARIAL SEAL]



Notary: [Signature]
Print Name: Judith Stark
Notary Public, State of Florida
My commission expires: 5/10/17

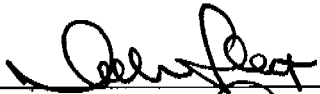
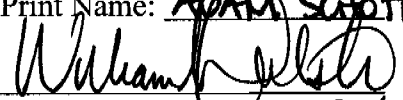
**JOINER AND CONSENT TO FIRST AMENDMENT TO AMENDED AND
RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR SOLTERRA RESORT**

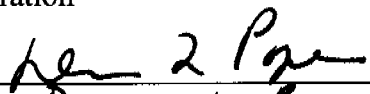
D.R. Horton, Inc., a Delaware corporation, does hereby join in, ratify and consent to the First Amendment to the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Solterra Resort (the, "First Amendment"). To the extent this Joinder and Consent is needed to impose the First Amendment as a covenant running with the land, such condition is hereby fulfilled.

IN WITNESS WHEREOF, the undersigned has executed this Joinder and Consent on this 19 day of OCTOBER, 2013.

Witnesses:

D.R. HORTON, INC., a Delaware corporation



Print Name: ADAM SCHOTT

Print Name: William M. Carlisle

By: 
Name: Donna L. Pope
Title: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19 day of Sept 2013, by Donna Pope as VP of D.R. HORTON, INC., a Delaware corporation, on its behalf. He/She is personally known to me or produced his/her _____ as identification.

[NOTARIAL SEAL]

Notary: 
Print Name: DANIELLE BINGHAM
Notary Public, State of Florida
My commission expires: 6-16-14

