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**PREPARED BY AND RETURN TO:**  
 Christian F. O’Ryan, Esq.  
 Stearns Weaver Miller Weissler  
 Alhadeff & Sitterson, P.A.  
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 Tampa, Florida 33602

—SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA—

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

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT (this “Amendment”) is made on this 8th day of August, 2018, by AK OAKMONT LLC, a Florida limited liability company (the “Declarant”), joined by SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “Association”).

**RECITALS**

A. AK Oakmont LLC is the “Declarant” pursuant to that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded in Official Records Book 8825, Page 1490, as amended by the JOINDER AND CONSENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded in Official Records Book 8891, Page 321, and as amended by that certain FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded in Official Records Book 9074, Page 1245, and by that certain SUPPLEMENT TO DECLARATION FOR SOLTERRA RESORT recorded in Official Records Book 9397, Page 924, and by that certain SUPPLEMENT TO DECLARATION FOR SOLTERRA RESORT recorded in Official Records Book 9414, Page 1820, and by that certain SUPPLEMENT TO DECLARATION FOR SOLTERRA RESORT recorded in Official Records Book 9704, Page 231, and by that certain FOURTH SUPPLEMENTAL DECLARATION TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded in Official Records Book 10557, Page 988, all of the Public Records of Polk County, Florida (collectively, the “Declaration”).

B. The Declaration provides in Section 2.02 that the Declarant may, in its sole, absolute and unfettered discretion, subject additional land to the Declaration by recording an amendment to the Declaration, which may contain amendments or additional provisions as Declarant deems necessary.

C. The Declaration provides in Section 14.02 that the Declarant may, at any time prior to Turnover as described in Article 9 of the Declaration, unilaterally amend the Declaration without the consent of the Board, any Owner or any other person, if Declarant determines such an amendment is necessary.

D. Declarant wishes, in accordance with Section 2.02 and Section 14.02 of the Declaration, to file of record this Amendment for the purpose of annexing additional land to Solterra Resort and for the purpose of amending certain provisions of the Declaration as set forth herein.

NOW THEREFORE, the Declarant hereby amends and supplements 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. The text will not be double-underlined when whole sections or paragraphs are added in their entirety.

1. Recitals and Defined Terms. 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. Conflicts. 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. Annexation. The Declaration is hereby amended by the addition of the real property legally described in Schedule 1, 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. Definitions. Article I, Section 1.01 of the Declaration is hereby amended to add the following definitions:

"Builder" means any person or entity other than the Declarant who (a) holds title to a Lot prior to, during and until completion of construction of a Residential Unit (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, and (b) is duly licensed, either itself or through an affiliated entity, to perform construction services.

"Exclusive Common Area" shall mean and refer to a portion of the Common Area primarily benefiting one or more, but less than all, Service Areas, as detailed in Article 16 below.

"Service Area" shall mean and refer to a group of Lots designated as a separate Service Area. A Service Area may be comprised of more than one

housing type and may include noncontiguous Lots. A Lot may be included in more than one Service Area, if designated as such.

**"Service Area Assessments"** shall mean and refer to Assessments levied against Lots and/or Residential Units in a particular Service Area or Service Areas to fund Service Area Expenses, as described herein.

**"Service Area Expenses"** shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Lots and/or Residential Units within a particular Service Area or Service Areas, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to the Declaration or in any Supplemental Declaration(s) applicable to such Service Area(s).

**"Supplemental Declaration"** shall mean and refer to an instrument filed in the Public Records of Polk County, Florida, which subjects additional property to the Declaration pursuant to Section 2.02, designates Service Areas, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional Service Areas or classes of membership, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section shall be effective upon recording in the Public Records of Polk County, Florida, unless otherwise specified in such Supplemental Declaration.

**"Townhome Residential Unit"** shall mean and refer to any single family attached Residential Unit. All instances of the phrase "townhome Residential Unit" used throughout the Declaration shall refer to "Townhome Residential Unit."

5. The definition of the term "Residential Unit" set forth in Article 1 of the Declaration is hereby revised as follows:

**"Residential Unit"** shall mean and refer to any platted and developed single family dwelling home, or other improved property intended for use as a residential dwelling, for which a certificate of occupancy has been issued by the appropriate governmental authorities. The term Residential Unit shall include the Townhome Residential Units.

6. The definition of the term "Townhome Lot" set forth in Article 1 of the Declaration is hereby deleted and replaced with the following definition:

**"Townhome Lot"** shall mean any Lot that has, or is intended to have, a single family attached Residential Unit constructed thereon. The term Lot shall include all Townhome Lots.

7. Article II, Section 2 of the Declaration is hereby amended to add the following new Sections 2.05 and 2.06 as follows:

**Section 2.05 Service Area Designation.** Certain Lots within Solterra Resort may be located within a Service Area or Service Areas. The Declaration or any

amendment thereto or a Supplemental Declaration may designate Lots, Residential Units or Tracts to a Service Area (by name, tract, or other identifying designation), which Service Area may be then existing or newly created. So long as Declarant has the right to subject Additional Property to the Declaration pursuant to Article II, Section 2.02 of the Declaration, the Declarant may amend the Declaration or any Supplemental Declaration to re-designate Service Area boundaries. The following Service Areas are initially hereby designated:

All Lots located within the real property more particularly described on Schedule 2 attached hereto and incorporated herein by reference, are hereby designated as the Service Area to be known as the "Short Term Rental Service Area."

All Lots located within the real property more particularly described on Schedule 1 are hereby designated as the Service Area to be known as the "Solterra Springs Service Area" or "Solterra Springs." For purposes of clarification, no Lot located within the Solterra Springs Service Area shall be a Short-Term Rental.

All Townhome Lots are hereby designated as the Service Area to be known as the "Townhome Service Area." For purposes of clarification, a Townhome Lot may belong to both the Townhome Service Area and the Short Term Rental Service Area, if designated as such.

**Section 2.06** Service Area Rules, Restrictions and Covenants. Nothing in the Declaration shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of a Service Area from containing additional restrictions or provisions that are more restrictive than the provisions of the Declaration. A Service Area may be subject to additional use restrictions and/or rules and regulations as adopted by the Board. Notwithstanding the foregoing, prior to the turnover as set forth in Article 9, the Declarant shall have the right to amend, modify, rescind or add to the covenants and use restrictions pertaining to a Service Area as it deems appropriate, without the joinder or consent of any Owner.

8. Article 4, Section 4.01.C. of the Declaration is hereby amended as follows:

C. Except as may be otherwise provided in an amendment or Supplemental Declaration designating a Service Area and/or specifying the maintenance requirements applicable to a particular Service Area, Mowing, mowing, fertilizing, exterior pest control, landscape maintenance and irrigation system maintenance for each Residential Unit. Notwithstanding any other provision of this Declaration to the contrary, the record title owner of a Lot within the Solterra Springs Service Area shall be responsible for all landscape maintenance for such Lot, including, without limitation, mowing, fertilizing, exterior pest control, and repair, replacement and maintenance of the irrigation facilities and all landscaped areas within any portion of such Lot, including without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping.

9. Article 4 of the Declaration is hereby amended to add the following as new Section 4.01.J:

J. The Association shall maintain any retaining walls, and fences and/or handrails required in connection with such retaining walls (collectively, the

**"Retaining Walls"**) located within Common Areas, and the costs thereof shall be deemed Common Expenses. Structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the Association; however, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement or repair of a Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN THREE FEET (3') FROM ANY RETAINING WALL.

10. Article 6, Section 6.07 of the Declaration is hereby amended as follows:

**Section 6.07** Initiation Fee. At the closing of the initial sale of each Residential Unit, and upon each subsequent transfer of the Residential Unit thereafter, the purchaser thereof shall pay a one-time initiation fee ~~an Initiation Fee~~ to the Association (the "Initiation Fee"), which shall be used by the Association at the discretion of the Board for any purpose, including without limitation, future and existing capital improvements, support costs and start-up costs, to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association. The Initiation Fee shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) ~~an amount equal to two (2) months assessments, or in such amount as may be set by the Association from time to time,~~ and shall apply uniformly to all Residential Units. Notwithstanding the foregoing, sales of Lots from Declarant to others purchasing Lots without a Residential Unit constructed thereon shall be exempt from paying the Initiation Fee with respect to such Lots. So long as a Builder is actively selling and marketing Residential Units to a third party, the Initiation Fee established pursuant to this Section 6.07 shall not be amended without any such Builders' prior written consent.

11. Article 6 of the Declaration is hereby amended to add the following new Section 6.13 as follows:

**Section 6.13** Service Area Assessments. The Association may levy Service Area Assessments for which Owners in a Service Area or Service Areas are subject to in order to fund Service Area Expenses for such Service Area. By way of example, and not of limitation, all of the Owners of Lots within Solterra Springs may be subject to Service Area Assessments for maintenance, repair and/or replacement of facilities serving only the residents of Solterra Springs, such as the entry gate. Service Area Assessments shall be treated in the same manner as all other assessments due from a Lot Owner and collected and enforced in accordance with the Declaration. The Board also may, but shall have no obligation to, include a reserve for capital repairs and replacements and a reasonable administrative charge. Service Area Assessments are in addition to the Annual Assessments and other assessments and financial obligations which an Owner may have to the Association under this Article 6 of the Declaration.

12. Article 7, Section 7.02 of the Declaration is hereby amended to add the following new Section 7.02(G):

G. "Notwithstanding any other provision hereof to the contrary, the ARB (and the Declarant prior to turnover as set forth in Article 9) shall have the right to subject a Service Area or Service Areas to specific guidelines and standards applicable only to such Service Area(s)."

13. Article 8, Section 8.01.P. of the Declaration is hereby amended as follows:

P. Maintenance of Landscaped Areas. All landscaped areas on Lots (including, but not limited to, those portions of any roadway Tracts or Common Area Tracts adjoining Lots which are located between the Lot line and the curb or edge of the paved roadway or Common Area Tract adjoining any Lot) shall be maintained in live, healthy, and growing condition and properly watered, weeded, mowed, edged, and/or trimmed, as applicable. During the initial construction of each Residential Unit, Owner shall be responsible for properly installing sod to cover any portion of any roadway Tract or Common Area Tract located between the Lot line and the curb or edge of the paved roadway or the established landscaping within the Common Area Tract adjoining any Lot, and to properly install the irrigation system to irrigate such areas. Notwithstanding anything in this Declaration to the contrary, Except as may be otherwise provided in an amendment or Supplemental Declaration designating a Service Area and/or specifying the maintenance requirements applicable to a particular Service Area, the Association shall maintain the grass, irrigation, and landscaped areas from time to time located on all Lots within the Short Term Rental Service Area and Townhome Service Area in a neat and attractive manner at no additional cost or expense to Owners above the amount of Annual Assessments. The costs associated with such maintenance of landscaped areas made in accordance with this Section 8.01 shall be assessed as a Service Area Assessment against the Lots within the Short Term Rental Service Area and the Townhome Service Area, respectively, and each Owner of a Lot within the Short Term Rental Service Area and Townhome Service Area shall pay an equal share of such costs for their applicable Service Area. With respect to Lots maintained by the Association, in the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Association shall be responsible for the replanting, repair, and/or replacement of such landscaping with similar sound, healthy plant materials, except in the case of (i) freeze damage or damage from any other natural disaster, (ii) or damage from lack of water due to an improperly maintained irrigation system, or (iii) damage caused by an Owner or any of Owner's agents, employees, invitees or licensees. In the event any grass, shrubs or trees located on a Lot maintained by the Association become dead or badly damaged due to any of the foregoing circumstances listed in (i)-(iii) above, the Association shall have the right, but not the obligation, to maintain, repair and/or replace such dead or damaged landscaping, the costs of which shall be charged to the Owner of such Lot as an individual assessment, which individual assessment shall be subject to the same collection lien and enforcement rights in favor of the Association as exist for annual Assessments. Notwithstanding any other provision of this Declaration to the contrary, the record title owner of a Lot within the Solterra Springs Service Area shall be responsible for all landscape maintenance for such Lot, including, without limitation, mowing, fertilizing, exterior pest control, and repair, replacement and maintenance of the irrigation facilities and all landscaped areas within any portion of such Lot, including without limitation, sod, irrigation facilities, yards, grass, shrubs, trees, mulch, or any other landscaping. Notwithstanding any other provision in this Declaration to the contrary the foregoing, to the extent that any Owner, or any of Owner's agents, employees, guests, invitees or licensees, causes damage to any improvement whatsoever for which the Association is obligated to maintain,

repair and/or replace, then any cost incurred by the Association to maintain, repair or replace such damaged improvements shall be charged to such Owner as an individual assessment, which individual assessment shall be subject to the same collection lien and lien enforcement rights in favor of the Association as exist for annual Assessments.

14. Article 8, Section 8.01.V. of the Declaration is hereby amended as follows:

V. Wells and Master Metered Irrigation Reclaimed Water Usage. No wells of any kind shall be permitted. Irrigation systems for each Residential Unit shall be from reclaimed water provided by the County. The costs associated with irrigation water usage for certain Lots within the Townhome Service Area shall be deemed part of the Service Area Assessments for the Townhome Service Area, and each Owner of a Lot within the Townhome Service Area shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of reclaimed water usage to individual Lots within the Townhome Service Area. EACH OWNER OF A LOT ACKNOWLEDGES THAT SOME LOTS WITHIN THE TOWNHOME SERVICE AREA MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN THE TOWNHOME SERVICE AREA. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE SERVICE AREA ASSESSMENTS FOR THE TOWNHOME SERVICE AREA, AND EACH OWNER OF A LOT WITHIN THE TOWNHOME SERVICE AREA SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

- Article 8, Section 8.01.Y. of the Declaration is hereby amended as follows:

Y. Mailboxes. No mailboxes of any kind shall be permitted on a Lot; provided, however, Declarant may, in Declarant's sole discretion, install mailbox kiosks to serve certain Service Areas or Lots. It Except with respect to those Service Areas or Lots benefitted by a mailbox kiosk installed by Declarant in its sole discretion, it shall be the responsibility of an Owner or tenant Tenant to arrange for off-site access to mail facilities, such as post office boxes.

15. The last paragraph of Article 8, Section 8.04 of the Declaration is hereby amended as follows:

~~Upon receipt of the foregoing information, the Association~~ Each Owner shall notify its Tenants shall notify the Tenant in writing of the existence of this Declaration and the Association governing documents, and ~~shall deliver copies of such documents to the Tenant together with copies of any rules and regulations hereunder which are applicable to the Residential Unit. Upon request by the Association,~~ the Tenant shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its rental of the Residential Unit.

16. Article 8 of the Declaration is hereby amended to add new Section 8.05 as follows:

**Section 8.05** Rental or Leasing of Lots or Residential Units within Solterra Springs. This Section 8.05 shall apply only to the Lots located within the Solterra Springs Service Area:

A. Lots or Residential Units within Solterra Springs may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Residential Unit within Solterra Springs. Individual rooms of a Residential Unit may not be leased on any basis. No transient tenants may be accommodated in a Residential Unit within Solterra Springs. All leases for Residential Units within Solterra Springs (collectively, "**Lease Agreements**") are subject to the provisions of this Section 8.05. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Residential Unit within Solterra Springs may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The Tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all rules and regulations and all policies adopted by the Association. By acceptance of a deed to a Residential Unit within Solterra Springs, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Tenant should the Tenant refuse or fail to abide by and adhere to this Declaration, the rules and regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 8.05, the Association shall have the right, but not the obligation, to evict such Tenant and the costs of the same shall be charged to the owner as an individual assessment. All Lease Agreements shall require the Residential Unit to be used solely as a private single family residence. Each leased Residential Unit shall be occupied by Tenants, members of the Tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Residential Unit is leased, the Owner of such Residential Unit shall not enjoy the use privileges of the Common Areas appurtenant to such Residential Unit.

17. Article 13, Section 13.02 of the Declaration is hereby amended as follows:

Section 13.02 Short-Term Rentals Permitted; Notice. Except as may be otherwise provided in an amendment or Supplemental Declaration designating a Service Area and/or specifying restrictions applicable to a particular Service Area, Short-Term Rentals shall be permitted within the Property. Notwithstanding the foregoing, Short-Term Rentals are not permitted within the Solterra Springs Service Area. If any Residential Unit is made available as a Short-Term Rental in accordance with the terms of this Declaration, then the Owner of such Residential Unit shall inform the Association and CDD the name and contact information of the ~~mangement~~ management company handling the Short-Term Rental accommodation.

18. Article 15, Section 15.04.B. of the Declaration is hereby amended as follows:

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 Service Area Expense shared equally only by Owners of townhome Residential Units within the Townhome Service Area and is included in the Townhome Maximum Annual Assessment (defined in Section 15.06). Notwithstanding the foregoing, to the extent that any Owner, or any such Owner's agents, employees, invitees or licensees, causes damage to any Common Roof due to the installation and/or maintenance of solar panels or other energy devices, then any costs incurred by the Association to repair or replace such damage to the Common Roof shall be charged to such Owner as an individual assessment.



19. The last paragraph of Article 15, Section 15.05 of the Declaration is hereby amended as follows:

~~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 Service Area Expense shared equally only by Owners of townhome Residential Units within the Townhome Service Area 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 Tenant of such Owner shall be solely responsible for: (i) obtaining such liability insurance as may be necessary to protect such Owner or tenant 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 Tenant's personal property including interior walls of the townhome Residential Unit.~~

20. Article 15, Section 15.06 is hereby deleted in its entirety and all references in the Declaration to "Townhome Annual Assessment" and "Townhome Maximum Annual Assessment" are hereby deleted. Article 15, Section 15.06 is hereby replaced with the following:

**Section 15.06 Townhome Service Area Assessments.** All of Owners of Townhome Residential Units shall be subject to Service Area Assessments for maintenance, repair and/or replacement of services or facilities serving only the residents of the Townhome Service Area, including, without limitation, the Association's maintenance of insurance on the Townhome Residential Units in accordance with Section 15.05 above.

21. The Declaration is hereby amended to add the following new Article 16:

#### **ARTICLE 16 – EXCLUSIVE COMMON AREAS**

**Section 16.01 Purpose of Exclusive Common Areas.** The Declarant shall have the right to designate Common Areas within Additional Property. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of a particular group of Lots or Owners and occupants within a particular Service Area or Service Areas. By way of illustration and not limitation, Exclusive Common Areas may include entry features, gates, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Service Area or Service Areas. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Service Area Expense allocated among the Owners in the group of Lots or Service Area(s) to which the Exclusive Common Areas are assigned.

**Section 16.02 Designation.** Initially, any Exclusive Common Area shall be designated as such in an amendment or Supplemental Declaration, the deed conveying such area to the Association, or on the subdivision Plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots, and/or Service Areas, so long as the Declarant has a right to subject Additional Property to this Declaration pursuant to Article II, Section 2.02

of the Declaration. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area, and Exclusive Common Area may be reassigned upon approval of the Board and the vote of (i) more than fifty percent (50%) of the total voting interests in the Association, and (ii) more than fifty percent (50%) of the total voting interests within the Service Area(s) affected by the proposed assignment or reassignment. As long as the Declarant owns any property subject to this Declaration, or which may become subject to this Declaration in accordance with Section 2.02, any such assignment or reassignment shall also require the Declarant's prior written consent. The following are hereby designated Exclusive Common Area of the Solterra Springs Service Area: entry gates, entry features (including walls, columns and signs), mailbox kiosks, pocket parks and private roadways within Solterra Springs.

**Section 16.03 Use by Others.** The Association may permit Owners of Lots in other Service Areas to use all or a portion of such Exclusive Common Area upon payment of reasonable use fee, which fees shall be used to offset the Service Area Expenses attributable to such Exclusive Common Area.

**Section 16.04 Maintenance.** Maintenance, repair and replacement of Exclusive Common Areas shall be a Service Area Expense assessed to the group of Lots or Service Area(s) to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

22. **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.

23. **Covenant.** This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Polk County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized representative and has affixed its company seal as of this 8<sup>th</sup> day of August, 2018.

WITNESSES:

"DECLARANT"

AK OAKMONT LLC, a Florida limited liability company

Cardice Smith  
Print Name: Cardice Smith

Bryon T. LoPreste  
Print Name: Bryon T. LoPreste

By: [Signature]  
Name: James P. Harvey  
Title: Vice President

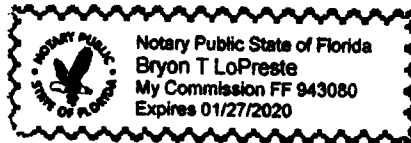
[Company Seal]



STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2018, by James P. Harvey, as Vice President of AK OAKMONT LLC, a Florida limited liability company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

[Signature]  
Notary Public  
Print Name: Bryon T. LoPreste  
My Commission Expires: 01/27/20



**JOINDER**

SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT (the "**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 rights and obligations provided in 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 8<sup>th</sup> day of August, 2018.

**WITNESSES:**

Cardice Smith  
Print Name: Cardice Smith  
[Signature]  
Print Name: Bryan T. LoPreste

**SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation  
By: [Signature]  
Name: James P. Harvey  
Title: President

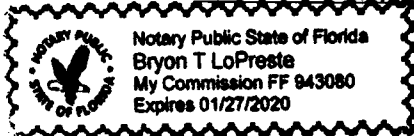
{CORPORATE SEAL}

STATE OF FLORIDA )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2018, by James P. Harvey, as President of SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 01.27.20

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Bryan T. LoPreste



**Schedule 1**

**Legal Description for Additional Property / Legal Description for Solterra Springs  
Service Area**

**DESCRIPTION:** A parcel of land lying in Sections 10 and 15, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 10; thence along the East boundary of the Northeast 1/4 of said Section 15, S.00°50'41"W., a distance of 427.68 feet; thence N.89°09'19"W., a distance of 1260.63 feet; thence N.33°23'01"W., a distance of 1101.49 feet to a point on the East boundary of SOLTERRA PHASE 2A1, according to the plat thereof, as recorded in Plat Book 158, page 50 of the Public Records of Polk County, Florida; thence along said East boundary the following four (4) courses: 1) N.23°30'42"W., a distance of 140.73 feet; 2) Northeasterly, 20.11 feet along the arc of a non-tangent curve to the right having a radius of 100.00 feet and a central angle of 11°31'23" (chord bearing N.61°21'07"E., 20.08 feet); 3) Easterly, 36.35 feet along the arc of a compound curve to the right having a radius of 380.00 feet and a central angle of 05°28'53" (chord bearing N.69°51'15"E., 36.34 feet); 4) N.17°24'19"W., a distance of 40.00 feet; thence N.72°35'41"E., a distance of 12.60 feet; thence Northeasterly, 35.68 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 81°46'38" (chord bearing N.31°42'22"E., 32.73 feet); thence N.09°10'57"W., a distance of 24.10 feet; thence N.80°49'03"E., a distance of 40.00 feet; thence S.09°10'57"E., a distance of 22.00 feet; thence Southeasterly, 36.61 feet along the arc of a tangent curve to the left having a radius of 25.00 feet and a central angle of 83°54'49" (chord bearing S.51°08'21"E., 33.43 feet); thence Easterly, 17.29 feet along the arc of a reverse curve to the right having a radius of 320.00 feet and a central angle of 03°05'46" (chord bearing N.88°27'07"E., 17.29 feet); thence N.90°00'00"E., a distance of 81.56 feet; thence N.09°10'57"W., a distance of 167.98 feet; thence N.41°20'26"E., a distance of 166.28 feet; thence Easterly, 289.01 feet along the arc of a tangent curve to the right having a radius of 220.00 feet and a central angle of 75°16'06" (chord bearing N.78°58'29"E., 268.67 feet); thence S.63°23'28"E., a distance of 163.46 feet; thence N.26°36'32"E., a distance of 26.18 feet; thence N.72°30'02"E., a distance of 607.75 feet; thence N.89°15'09"E., a distance of 596.13 feet to a point on the East boundary of the Southeast 1/4 of the aforesaid Section 10; thence along said East boundary, S.00°44'51"E., a distance of 1202.48 feet to the POINT OF BEGINNING.

Containing 57.863 acres, more or less.

**Schedule 2**

**LEGAL DESCRIPTION FOR LOTS IN SHORT TERM RENTAL SERVICE AREA**

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:

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

TOGETHER WITH

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

TOGETHER WITH

Lots 79 through 100 of OAKMONT TOWNHOMES PHASE 2, according to the Plat thereof as recorded in Plat Book 154, Page 50, Public Records of Polk County, Florida;

TOGETHER WITH

Lots 1 through 45 inclusive of SOLTERRA PHASE 1, according to the Plat thereof as recorded in Plat Book 156, Page 13, Public Records of Polk County, Florida;

TOGETHER WITH

Lots 1 through 63, 93 through 122, 132 through 146, and Lots 155 through 160, of SOLTERRA PHASE 2A-1, according to the Plat thereof as recorded in Plat Book 158, Page 50, Public Records of Polk County, Florida;

TOGETHER WITH

Lots 7 through 12 and Lots 67 through 100, of OAKMONT TOWNHOMES PHASE 2R, according to the Plat thereof as recorded in Plat Book 165, Page 42, of the Public Records of Polk County, Florida;

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH

Lots 1 through 65, of SOLTERRA PHASE 2A-2, according to the Plat thereof to be recorded at the end of July 2018 in Plat Book 168, Page 36, Public Records of Polk County, Florida;

TOGETHER WITH

**DESCRIPTION:** Tract FD 1, SOLTERRA PHASE 2A1, as recorded in Plat Book 158, page 50 of the Public Records of Polk County, Florida, lying in Section 10, Township 26 South, Range 27 East, Polk County, Florida, and being more particularly described as follows:

**BEGIN** at the Southwest corner of Lot 93 of said SOLTERRA PHASE 2A1, said point lying on the South boundary of the Southwest 1/4 of the aforesaid Section 10; thence along said South boundary, S.89°22'55"W., a distance of 880.80 feet; thence along the Westerly boundary of the aforesaid SOLTERRA PHASE 2A1 the following seven (7) courses: 1) N.00°37'05"W., a distance of 1.24 feet; 2) Northerly, 682.44 feet along the arc of a non-tangent curve to the right having a radius of 180.00 feet and a central angle of 217°13'41" (chord bearing N.18°36'50"E., 341.17 feet); 3) S.00°15'37"W., a distance of 3.82 feet; 4) S.89°44'23"E., a distance of 154.37 feet; 5) Easterly, 58.63 feet along the arc of a tangent curve to the left having a radius of 110.00 feet and a central angle of 30°32'23" (chord bearing N.74°59'25"E., 57.94 feet); 6) N.59°43'14"E., a distance of 23.66 feet; 7) Northerly, 264.79 feet along the arc of a non-tangent curve to the right having a radius of 1574.37 feet and a central angle of 09°38'11" (chord bearing N.21°23'18"W., 264.48 feet); thence Northeasterly, 259.61 feet along the arc of a non-tangent curve to the right having a radius of 230.00 feet and a central angle of 64°40'22" (chord bearing N.31°27'25"E., 246.05 feet); thence N.63°47'36"E., a distance of 57.92 feet; thence N.75°27'28"E., a distance of 70.74 feet; thence Easterly, 174.97 feet along the arc of a non-tangent curve to the right having a radius of 560.00 feet and a central angle of 17°54'05" (chord bearing N.79°51'01"E., 174.26 feet); thence S.01°11'57"E., a distance of 120.00 feet; thence Easterly, 4.46 feet along the arc of a non-tangent curve to the right having a radius of 440.00 feet and a central angle of 00°34'52" (chord bearing N.89°05'29"E., 4.46 feet); thence S.00°37'02"E., a distance of 40.00 feet; thence N.89°22'55"E., a distance of 45.65 feet; thence S.00°37'05"E., a distance of 120.00 feet; thence N.89°22'55"E., a distance of 113.44 feet; thence S.00°37'05"E., a distance of 120.00 feet; thence S.42°13'15"E., a distance of 53.49 feet; thence S.00°37'05"E., a distance of 120.00 feet; thence N.89°22'55"E., a distance of 20.79 feet; thence S.00°37'05"E., a distance of 135.00 feet; thence S.17°42'41"W., a distance of 42.14 feet; thence S.00°37'05"E., a distance of 135.00 feet to the POINT OF BEGINNING. Containing 13.520 acres, more or less.