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

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

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT (this “**Amendment**”) is made on this 30th day of September, 2020; 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, and by that certain SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded in Official Records Book 10604, Page 896, and by that certain FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded in Official Records Book 10831, Page 2009, and by that certain SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS,

CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded as Instrument #2019267505 (the "**Sixth Supplement**"), and by that certain SEVENTH SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SOLTERRA RESORT recorded as Instrument #2020060194, all of the Public Records of Polk County, Florida (collectively, the "**Declaration**").

B. The Declaration provides in Section 14.02 that the Declarant may, at any time prior to the 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.

C. Declarant wishes, in accordance with Section 14.02 of the Declaration, to file of record this Amendment for the purpose of amending certain provisions of the Declaration as set forth herein.

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. The definition of "Builder" in Article I, Section 1.01 of the Declaration is hereby amended as follows:

"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. All references in the Declaration to "homebuilder" or "licensed homebuilder" or "builder" shall mean and refer to a "Builder" as defined herein.

4. Article I, Section 1.01 of the Declaration is hereby amended to add the following definition:

"Villate! Neighborhood Property" shall mean the real property legally described on Exhibit A attached to this amendment and incorporated herein by

this reference. The Villatel Neighborhood Property is included within Solterra Resort and is part of the property subject to the Declaration.

5. Pursuant to Article II, Section 2.05 of the Declaration, the Declarant may amend the Declaration or any Supplemental Declaration to re-designate Service Area Boundaries. The Declaration, as supplemented by the Sixth Supplement, is hereby amended so that the Villatel Neighborhood Property shall not be included within the Short Term Rental Service Area. The Short Term Rental Service Area shall not be deemed to include any portion of the Villatel Neighborhood Property. Notwithstanding the foregoing, the Villatel Neighborhood Property may contain Residential Units which are offered as a Short Term Rental as defined in Section 13.01 of the Declaration.

6. Article II, Section 2.05 of the Declaration is hereby amended to add the following new paragraph at the end of said Section 2.05 (SEE GOVERNING DOCUMENTS FOR CURRENT TEXT):

All Lots located within the Villatel Neighborhood Property are hereby designated as the Service Area to be known as the "Villatel Neighborhood Service Area" or the "Villatel Neighborhood." For purposes of clarification, no Lot located within the Villatel Neighborhood Service Area shall be a part of the Short Term Rental Service Area.

7. Article II, Section 2 of the Declaration is hereby amended to add the following new Section 2.07 as follows:

Section 2.07 Villatel Neighborhood.

A. To the extent Lots within the Villatel Neighborhood Service Area receive bulk internet service, as determined by the Declarant prior to turnover, and thereafter by the Board, then the costs associated with such services provided to Lots within the Villatel Neighborhood Service Area shall be a Service Area Expense shared equally by the Owners of Lots within the Villatel Neighborhood Service Area. To the extent any other Service Area in addition to the Villatel Neighborhood Service Area receives bulk internet service, the costs of such service shall be shared equally by the Owners of Lots within such applicable Service Areas.

B. Subject to the terms and conditions herein, a sub-association may be formed to govern the Villatel Neighborhood Property ("Neighborhood Association"), and an additional declaration of covenants, conditions and restrictions or other instruments containing restrictions (a "Neighborhood Declaration") may be recorded with respect to such Neighborhood Association and the Villatel Neighborhood Property. For so long as Declarant owns any real property within Solterra Resort, no Neighborhood Declaration or any other declaration of covenants, conditions and restrictions, or similar instrument shall encumber any portion of Solterra Resort without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records of Polk County, Florida.

C. The Neighborhood Association may own common areas designated for exclusive use of Owners within the Villatel Neighborhood Property ("Neighborhood Association Common Area"), and such Neighborhood Association Common Area shall be owned, maintained and controlled by the Neighborhood Association and shall not be considered Common Property of the Association. There may be a private recreational club and associated club amenities (collectively, the "Club Property") owned by a third party (the "Club Owner") located within the Villatel Neighborhood Property. Subject to the terms and conditions of this Declaration, the Neighborhood Declaration shall provide for the assumption of specific maintenance obligations and responsibilities to be undertaken by the Neighborhood Association for the Lots, Residential Units and/or Neighborhood Association Common Area exclusively located within the Villatel Neighborhood Property, provided that: (i) to the extent any such obligations or responsibilities are assumed by the Neighborhood Association for the benefit of an Owner within the Villatel Neighborhood Property, the Owner shall remain responsible to the Association for ensuring that such Owner's Lot at all times complies with all terms and conditions of this Declaration; and (ii) the Neighborhood Association shall be responsible for ensuring that all Neighborhood Association Common Areas at all times comply with all terms and conditions of this Declaration. Further, the Neighborhood Declaration shall provide for the assumption of specific maintenance obligations and shall provide that the Club Property shall be maintained by the Club Owner, and the Club Owner and Neighborhood Association shall be responsible for ensuring that the Club Property at all times complies with all applicable terms and conditions of this Declaration. Notwithstanding anything contained herein to the contrary, the Association shall have no obligation or responsibility for any maintenance of landscaping or any other improvements located within the Villatel Neighborhood Property, including, without limitation, the Lots, Residential Units or the Club Property within the Villatel Neighborhood Property.

D. The Association may veto any action taken or contemplated by a Neighborhood Association which the Board of the Association reasonably determines to be materially adverse to the interest of the Association or its members or inconsistent with this Declaration. The Association also may require specific action to be taken by a Neighborhood Association to fulfill its obligations under this Declaration or other governing documents of the Association. By way of example, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association and that the Neighborhood Association establish appropriate budgets and reserves to comply with its obligations hereunder and/or under the Neighborhood Declaration. If the Neighborhood Association fails to comply with such requirements within a reasonable period of time as specified in writing by the Association (which period of time shall be at least thirty (30) days after the Neighborhood Association's receipt of such written notice from the Association), the Association may perform such obligations on behalf of the Neighborhood Association and assess the costs to the members of the Neighborhood Association to be paid as an individual assessment. In addition, the Association may require specific action be taken by the Club Owner to ensure compliance with this Declaration or the Neighborhood Declaration.

8. Article 6, Section 6.01 of the Declaration is hereby amended to add the following sentence at the end of said Section:

"This Section shall be subject to the terms and conditions of Section 6.06 and Section 6.11 below."

9. Article 6, Section 6.06 of the Declaration is hereby amended as follows:

Section 6.06 Date of Commencement of Annual Assessments; Due Dates.

The obligation to pay Annual Assessments shall commence as to each Residential Unit upon the later to occur of (i) the date of the issuance of a certificate of occupancy for such Residential Unit or (ii) the date of the closing of the conveyance from Declarant or another builder to an Owner. Notwithstanding the foregoing or anything contained herein to the contrary, with respect to any Lot within the Villatel Neighborhood, Annual Assessments or any other assessments applicable to such Lot shall commence upon issuance of a certificate of occupancy for a Residential Unit on such Lot. The 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. If, as to a particular Residential Unit, the Annual Assessments are to commence at the time of the closing of the conveyance of such Residential Unit, then a pro-rata portion of the quarterly (or other periodic) installment of the Annual Assessment shall be collected from the buyer of such Residential Unit and shall be remitted to the Association.

10. Article 6, Section 6.11 of the Declaration is hereby amended as follows:

Section 6.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property as defined in Article 1 hereof; (b) all property dedicated or owned by the CDD; (c) property designated as Open Space or which is used in the Surface Water Management System (excluding, however, any Lots); (d) all other portions of the Property which have not been developed as Residential Units; and (e) Residential Units owned by Declarant or another builder until such time as they are conveyed to individual Owners, except as otherwise provided herein with respect to Residential Units on Lots within the Villatel Neighborhood. Notwithstanding anything contained herein to the contrary, with respect to Lots within the Villatel Neighborhood, assessments shall commence upon the date of issuance of a certificate of occupancy for a Residential Unit on such Lot.

11. Article 7, Section 7.02(B) of the Declaration is hereby amended as follows:

B. The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Residential Unit or subdivision, tract, or parcel of land within the Property, other than for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Residential Unit constructed on a Lot or subdivision tract or parcel of land within the Property by Declarant, or by any licensed homebuilder after turnover as set forth in Article 9 hereof, except as otherwise provided herein with respect to the initial construction of Residential Units by Builders within the Villatel Neighborhood Property and/or improvements by Club Owner within the Club Property. Notwithstanding anything to the contrary contained in the Declaration or any other Association governing documents, including, without limitation, any architectural or design standards or guidelines promulgated by the ARB, any improvements of any nature made or to be made within the Villatel Neighborhood Property by a Builder or its agents or contractors, including any improvements

made prior to or after turnover, shall not be subject to the review and approval by the ARB or the Association; provided, however, all improvements made or to be made by a Builder, or its agents, assigns or contractors, within the Villatel Neighborhood Property shall be subject to any architectural and design standards promulgated by the Declarant and/or the ARB and shall be subject to review and approval by the Declarant. Further notwithstanding anything to the contrary contained in the Declaration or any other Association governing documents, any improvements of any nature made or to be made within the Club Property by the Club Owner or its agents or contractors, including any improvements made prior to or after turnover, shall not be subject to the review and approval by the ARB or the Association; provided, however, all improvements made or to be made by the Club Owner or its agents or contractors within the Club Property shall be subject to any architectural and design standards promulgated by the Declarant and shall be subject to review and approval by the Declarant. The foregoing approval rights of Declarant set forth in this Section 7.02(B) shall survive the turnover.

12. Article 7, Section 7.02(G) of the Declaration is hereby amended as follows:

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). Notwithstanding the foregoing, the ARB shall not publish any guidelines or standards applicable to the Villatel Neighborhood Property or any other portion of Solterra Resort which conflict with the provisions set forth in Section 8.01.C.C. of the Declaration.

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

Section 8.01 Compliance by Owners; Initial Rules and Regulations. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant shall be exempt from any ARB consent or approval required pursuant to this Article or anywhere else in this Declaration. Subject to the terms of Article 7, Section 7.02(B) of the Declaration, after~~After~~ turnover as described in Article 9 hereof, all licensed homebuilders constructing the initial Residential Unit on a Lot shall be exempt from any ARB consent or ~~approval~~ approval required pursuant to this Article or anywhere else in this Declaration. The following are the initial Rules and Regulations of the Association which may be amended, modified or added to from time to time as provided in the Bylaws.

14. Article 8, Section 8.01 of the Declaration is hereby amended to add new Subsection 8.01.CC. as follows:

CC. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of Solterra Resort without the prior written approval of the ARB. Notwithstanding the foregoing, holiday lighting, holiday decorations and religious decorations and/or symbols shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted by the ARB or as otherwise expressly provided in a Neighborhood

Declaration. Notwithstanding anything contained herein to the contrary, ARB approval shall not be required for any Owner to erect or install (i) holiday or seasonal decorations or lighting placed upon the exterior portions of the Residential Unit and/or upon the Lot commencing the week before Thanksgiving which shall be removed not later than January 15th of the following year, (ii) holiday or seasonal decorations placed upon the exterior portions of the Residential Unit and upon the Lot commencing the week before Halloween or any federal holiday, so long as such decorations are removed within one week after Halloween or such federal holiday, as applicable, and (iii) a sukkah in the driveway of their Lot during the Sukkot Period (as defined below), so long as (a) such sukkah is promptly removed at the end of such two (2) week Sukkot Period, and (b) while any such sukkah is temporarily installed on the driveway, the number of vehicles parked in the Villatel Neighborhood shall not exceed the number of parking spaces in the driveways of the Residential Units in the Villatel Neighborhood not utilized for a sukkah plus the number of parking spaces within the Villatel Neighborhood Association Common Area available for use by Owners within the Villatel Neighborhood and their Tenants, guests and invitees. Owners within Solterra Resort and their Tenants, guests and/or invitees must comply with all applicable rules and regulations with respect to parking, including, without limitation, during the Sukkot Period. For purposes of this Section 8.01.CC., the term "Sukkot Period" shall mean that certain two (2) week period of time (as determined by the Jewish calendar) during the months of September and October of every year surrounding the Jewish holiday known as "Sukkot."

15. Article 8, Section 8.01.C. of the Declaration is hereby amended to add the following sentence at the end of said Section:

"Notwithstanding the foregoing or anything contained herein to the contrary, the foregoing shall not restrict or prevent a sukkah which is installed and located on a Lot in accordance with the provisions of Section 8.01.CC of this Declaration and in accordance with all applicable provisions of any applicable Neighborhood Declaration."

16. Article 8, Section 8.01.H. of the Declaration is hereby amended to add the following sentence at the end of said Section:

"Notwithstanding anything contained herein to the contrary, all Lots within the Villatel Neighborhood Property shall be constructed with driveways to accommodate the parking of at least two (2) vehicles thereon."

17. Article 8, Section 8.01.Q. of the Declaration is hereby amended as follows:

Q. Fences. Except as approved by the ARB, or except as expressly allowed in a Neighborhood Declaration approved by the Declarant, no fences of any kind shall be permitted, except for temporary fences installed by the Declarant or a licensed homebuilder. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, Board and/or ARB approval shall not be required for the Neighborhood Association for the Villatel Neighborhood Property to erect or install an eruv within any portion of the Villatel Neighborhood Property in accordance with all applicable provisions of any applicable Neighborhood Declaration.

18. 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.

19. 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 30th day of September, 2020.

WITNESSES:

"DECLARANT"

AK OAKMONT LLC, a Florida limited liability company

Matthew Afonso
Print Name: Matthew Afonso

Jared Lybbert
Print Name: JARED LYBBERT

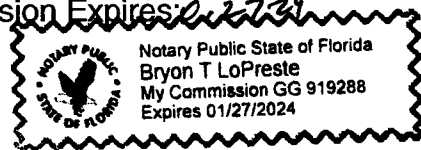
By: James P. Harvey
Name: James P. Harvey
Title: Vice President

[Company Seal]

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of September, 2020, by James P. Harvey, as Vice President of AK OAKMONT LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

Bryon T. LoPreste
Notary Public
Print Name: Bryon T. LoPreste
My Commission Expires: 01/27/2024



JOINDER

SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the 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 terms and conditions 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 30th day of September, 2020.

WITNESSES:

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

Matthew Afonso

Print Name: Matthew Afonso

Jared Livbjerg

Print Name: JARED LIVBJERG

By: *James P. Harvey*
Name: James P. Harvey
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)

COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 25th day of September, 2020, by James P. Harvey, as President of SOLTERRA RESORT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires: 01-27-24

Bryon T. LoPreste
NOTARY PUBLIC, State of Florida at Large

Print Name: Bryon T. LoPreste

