

*This Instrument was Prepared by,
and After Recording Return to:*

Thomas J. Wohl, Esq
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*JL
35.50*

Recording Data Above

**AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS AND CONDITIONS
FOR
OAKS VILLAGE, PHASE I, A SUBDIVISION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF OAKS VILLAGE, PHASE I, A SUBDIVISION ("Supplement") is made this September 14, 2023, by OAKS VILLAGE, INC. as successor Declarant (the "Declarant") by assignment from GROWING TREE FOUNDATION, INC., a Missouri not-for-profit corporation (the "Original Declarant").

RECITALS

A. Original Declarant previously filed a Declaration of Covenants, Conditions and Restrictions of Oaks Village, Phase I, a Subdivision dated April 2, 2013, and recorded in Official Records Book 2381, Pages 1918-1983, in the Public Records of Highlands County, Florida, as amended by the Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions of Oaks Village, a Subdivision, recorded in Official Records Book 2870, Pages 1249-1253, in the Public Records of Highlands County, Florida, as amended by the Corrective Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions of Oaks Village, a Subdivision, recorded in Official Records Book 2969, Pages 1187-1192, in the Public Records of Highlands County, Florida, (collectively, the "Declaration"). All of the terms defined in the Declaration and used in this Amendment shall have the meanings ascribed to such terms as set forth in the Declaration, except to the extent modified or amended by this Amendment.

B. The Original Declarant assigned its Declarant's Rights in certain Lots to Oaks Village, Inc., as recorded at Book 2535, Pages 166-1173, in the Public Records of Highlands County, Florida and as recorded at Book 2998, Pages 838-840, in the Public Records of Highlands County, Florida.

C. The purpose of this Amendment is to amend the Declaration as hereinafter set forth.

**PRITCHETT REAL ESTATE GROUP
2848 US HWY 27 S SUITE 117
SEBRING FL 33870**



NOW, THEREFORE, the Declarant hereby files this Amendment to the Declaration to designate a "Declarant Builder" in the recorded Declaration and exempt such Declarant Builder from the application of certain provisions of the Declaration.

1. ARTICLE XX. Declarant hereby adds ARTICLE XX – Exemptions and Conditions for Southern Homes of Polk County, Inc. as follows:

ARTICLE XX – EXEMPTIONS AND CONDITIONS FOR SOUTHERN HOMES OF
POLK COUNTY, INC.

20.1. Southern Homes of Polk County, Inc. ("Southern Homes") builds homes consistent in style and quality with the homes currently comprising the Subdivision and consistent with the type of homes Declarant desires to be constructed. For so long as, and at any time that, Southern Homes owns a Lot or Lots within the Subdivision the following exemptions and conditions shall apply to Southern Homes:

(a) Southern Homes shall be exempt from all assessments set forth in Article VIII of the Declaration.

(b) Southern Homes shall be irrevocably exempt from the operation of Article IX of the Declaration, as the same may be amended from time to time. Notwithstanding this exemption, Southern Homes agrees that each home constructed:

- i. Will have at least 1,000 square feet of living space;
- ii. Will have, at a minimum, a one-car garage; and
- iii. Will have a concrete driveway.

(c) Southern Homes shall be irrevocably exempt from the operation of Article XII of the Declaration, as the same may be amended from time to time, to the extent of any sale or transfer of a Lot from the Declarant to Southern Homes and the sale or transfer of a Lot from Southern Homes to a third party pursuant to a contract for the construction and sale of a home between Southern Homes and such third party buyer/transferee. For clarification, all subsequent sales, transfers or leases of a Lot after the sale or transfer by Southern Homes to its third party buyer/transferee shall be subject to Article XII of the Declaration.

(d) Southern Homes shall be irrevocably exempt from the operation of Article XIII of the Declaration, as the same may be amended from time to time, to the extent of any sale or transfer of a Lot from the Declarant to Southern Homes and the sale or transfer of a Lot from Southern Homes to a third party pursuant to a contract for the construction and sale of a home between Southern Homes and such third party buyer/transferee. For clarification, all subsequent sales, transfers or leases of a Lot after the sale or transfer by Southern Homes to its third party buyer/transferee shall be subject to Article XIII of the Declaration.

(e) Section 15.3 of the Declaration shall be amended to delete "Lots and Residential Units."

(f) Southern Homes shall have the same rights as the Declarant under Sections 15.8, 15.14 and 15.25 of the Declaration.

20.2. **Enforcement.** So long as the Southern Homes owns a Lot in the Subdivision, any attempt to amend or delete all or any part of this Article XX by amending the Declaration shall require the written consent and joinder of Southern Homes. Article XX and this Section 20.2 shall survive, and shall not be affected by, turnover of control of the Association to Members other than the Declarant. In the event of a breach of this this Section 20.2, Southern Homes may petition any court of competent jurisdiction for an injunction, without the requirement to post bond, to invalidate any attempted amendment of all or any part of this Article XX, including this Section 20.2, without Southern Homes' written consent and joinder, and may recover attorney fees and related costs incurred by Southern Homes in enforcing this Section 20.2.

2. All other terms, conditions and provisions of the Declaration remain in full force and effect.

SIGNED by the Declarant and accepted by Southern Homes as of the day and year first above written.

Signed in the presence of the
following two witnesses:

OAKS VILLAGE, INC.
a Florida corporation

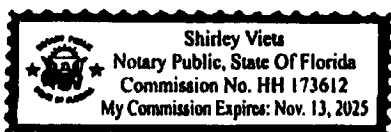
Print Name: Harley Altman

By: [Signature]
Name: Chad Pritchett
Title: President

Print Name: JUSTIN A WILLIAMS

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online this 5th day of Sept., 2023, by Chad Pritchett, as President Oaks Village, Inc., a Florida corporation, on behalf of said Corporation, ☒ who is personally known to me, or _____ who produced _____ as identification.

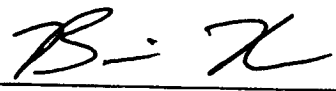



Shirley Vieta
Notary Public

**JOINDER AND CONSENT
TO
AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS AND CONDITIONS
FOR
OAKS VILLAGE, PHASE I, A SUBDIVISION**

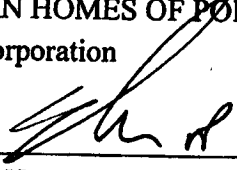
SOUTHERN HOMES OF POLK COUNTY, INC. hereby joins for the purpose of acknowledging and agreeing to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions of Oaks Village, Phase I, a Subdivision.

Signed in the presence of the
following two witnesses:


Print Name: Brian Reves

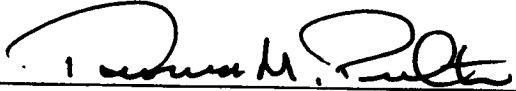

Print Name: Thomas Poulton

SOUTHERN HOMES OF POLK COUNTY, INC.
a Florida corporation

By: 
Edward H. Laderer, Jr., President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online this 14th day of September, 2023, by Edward H. Laderer, Jr., President of Southern Homes of Polk County, Inc., a Florida corporation, on behalf of said corporation, he who is personally known to me, or _____ who produced _____ as identification.


Notary Public

