

Prepared by and return to:

Wesley K. Jones, Esquire
GLAUSIER KNIGHT JONES, PLLC
400 North Ashley Drive, Suite 2020
Tampa, FL 33602

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**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THORNTON CREEK MOTORCOACH RESORT**

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort was originally recorded on July 8, 2015 as Instrument Number 201514003472 of the Public Records of Desoto County, Florida (the "Declaration"); and

WHEREAS, the Declaration may be amended unilaterally by the Declarant, Thornton Creek, LLC (the "Declarant"), during the Class B Control Period without notice to or consent from any Member of Thornton Creek Motorcoach Resort Owners Association, Inc. (the "Association"); and

WHEREAS, the Association desires to join in the execution of this Certificate of Amendment to acknowledge its consent and agreement thereto; and

NOW, THEREFORE, William G. Wright, as Managing Member of the Declarant, does hereby certify that the following amendments to the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort were duly approved and shall be effective upon recording in public records and the Association does hereby joins in and consents to said amendments:

I. The Section titled "WITNESSTH" on Page 1 of 35 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain real property lying and being situated in DeSoto County, Florida, and being more fully described in Exhibit "A" attached hereto and made part thereof (the "Property");

WHEREAS, the Declarant desires to establish, by virtue of this Declaration a general plan for the development, use, operation, maintenance and administration of a residential community to be created on the Property, to be known as THORNTON CREEK MOTORCOACH RESORT in order to preserve and enhance the property values, to provide for the mutual benefit, use and enjoyment of the Property and amenities thereon by the owners of the Property in THORNTON CREEK MOTORCOACH RESORT; and to provide for the protect ion of the surrounding environment;

*Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions
for Thornton Creek Motorcoach Resort
page 2 of 7*

WHEREAS, the plat for THORNTON CREEK MOTOR COACH RESORT has been recorded at Plat Book 9, Pages 96A through 96L of the public records of DeSoto County, Florida; and

WHEREAS, the Declarant desires to create an entity to exercise the function necessary to implement the covenants, conditions, and restrictions set forth herein. The entity created to fulfill those purposes, THORNTON CREEK ~~PROPERTY MOTORCOACH RESORT OWNERS ASSOCIATION, INC.~~, is incorporated under the laws of the State of Florida as a not-for-profit corporation. ...

[All remaining provisions in this section shall remain unchanged]

II. Article I, Section 6 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 6. "Association" shall mean and refer to THORNTON CREEK ~~PROPERTY MOTORCOACH RESORT OWNERS ASSOCIATION, INC.~~, a Florida non-for-profit corporation, its successors and assigns.

III. Article IV, Section 2 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 2. Residential Uses. The Lot shall be used and occupied and Structures shall be constructed only for the following residential purposes:

- A. Motorcoaches;
- B. Companion Casitas;
- C. Spas/Pools;
- D. Outdoor Kitchens, except for Lots 42 – 53 which may have an Indoor Kitchen;
- E. Gas Fireplace.

No Motorcoaches shall occupy or Structures be erected or maintained on a Lot except those to be used for the purposes aforescribed. Each Lot shall be used for residential purposes consistent with Motorcoach living in accordance with the DeSoto County Land Development Regulations. Time share estates are prohibited. Each Lot shall be restricted to:

- A. One (1) Motorcoach properly positioned on the Lot's brick paver pad;
- B. Two (2) currently licensed automobiles, suburban utility vehicles, or non-commercial trucks, which shall be parked on the Lot's brick paver pad or driveway;
- C. Two (2) motorcycles or motor scooters;
- D. Two (2) bicycles; and

*Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions
for Thornton Creek Motorcoach Resort
page 3 of 7*

E. One (1) electric golf cart.

IV. Article IV, Section 14, paragraph (b) of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

(b) No motorcycle, motor scooter, ATV, go-cart, or the like, may be operated within the Property. This restriction shall not apply to golf carts, which may be operated within the property. Notwithstanding the foregoing, motorcycles and motor scooters licensed or registered with the State of Florida to operate on public roads ~~and used as a daily mode of transportation~~ may be operated for ingress or egress purposes only within paved areas of the Property. This Section shall not be applicable to Declarant.

V. Article IV, Section 16 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 16. Landscaping and Gardens. No lawns, shrubbery trees or plants on the Property shall be installed without the prior written consent of the architectural Review Board. No artificial vegetation shall be permitted on the exterior or any portion of the Property, and exterior ~~flower or~~ vegetable gardens, sculptures, fountains, and similar items must be approved by the Architectural Review Board.

VI. Article VI, Section 1 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 1. Composition of Architectural Control Committee. The Declarant, acting in its own name, shall constitute the Architectural Control Committee until such time as Declarant, in its sole and absolute discretion, shall appoint a committee of not less than one (1) nor more than ~~three (3)~~ five (5) members, which shall thenceforth constitute the Architectural Control Committee. In the event a member of such committee resigns or becomes unable to serve thereon, the Declarant shall appoint a successor. If Declarant has not appointed such a committee by the time Declarant ceases to be a Class B Member of the Association, the Association shall appoint a committee of not less than one (1) nor more than ~~three (3)~~ five (5) members to act as the Architectural Control Committee.

VII. Article VII, Section 3 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 3. Voting. The Association shall have two (2) classes of voting membership referred to as "Class A" and "Class B" and two (2) control periods referred to as "Class A Control Period" and "Class B Control Period" as set forth below:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one (1) vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as such Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

*Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions
for Thornton Creek Motorcoach Resort
page 4 of 7*

Class B. The Class B Members shall be the Declarant, and during the Class B Control Period, the Declarant shall have complete discretion in appointing, removing, and replacing all directors ~~except that Class A Members shall be entitled to elect at least one member of the Board of Director if 50 percent of the Lots have been conveyed to Class A Members.~~ Directors elected by the Declarant need not be Members of the Association. Class B membership shall cease and be converted to Class A membership and any Class B Lot then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

- (a) Three (3) months after ninety percent (90%) of the Lots within the Property have been deeded to Owners other than Declarant; or
- (b) When the Declarant waives in writing its rights to Class B membership.

The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. In all other matters not in conflict with other sections and articles in this Declaration which may give Declarant superior voting rights, Declarant shall be entitled to one (1) vote for each Lot owned.

VIII. Article VIII, Section 5 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 5. Amount of Annual Assessments. The Annual Assessments shall be established by the Board of Directors of the Association and shall commence with the conveyance of the first Lot to a Class A Member. ~~Initially, the Assessment Period shall be monthly, unless otherwise provided by the Board of Directors.~~

IX. Article XI, Section 1, introductory clause of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 1. Surface Water Management. ~~The Surface Water Management System Facilities shall be owned, operated and maintained by the Association~~ as follows:

X. Article XI, Section 4 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 4. Notification of Permit. Lot Owners are hereby notified that the Property is subject to the requirements of a permit issued by the Southwest Florida Water Management District. A "Recorded Notice of Environmental Resource Permit," Form No. 62-330.090(1), F.A.C. shall be recorded in the public records of DeSoto County. The Registered Agent for the Association or other designee authorized in accordance with Chapter 720, Florida Statutes, shall maintain copies of all permitting actions for the benefit of the Association. In addition, all Owners are required to obtain a Surface Water Management Permit from Southwest Florida Water Management District prior to initiating any construction or alternation of the Surface Water Management System Facilities on the Property.

*Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions
for Thornton Creek Motorcoach Resort
page 5 of 7*

XI. Article XI, Section 5 of the Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort is amended to read as follows:

Section 5. Dissolution of the Association. The Association shall have perpetual existence. If the Association ceases to exist, ~~all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management Facilities, unless and until an alternate entity assumes responsibility as required pursuant to the Articles of Incorporation of the Association. However, then in accordance with subsection 12.3.4 (c)(6), ERP Applicant's Handbook Vol. 1 and Rule 62-330.301 (f), F.A.C., the Surface Water Management System Facilities shall be transferred to and operated and maintained in compliance with the requirements of Chapter 373, F.S. and Chapter 62-330, F.A.C. by one of the following entities:~~

(a) Local government units, including counties and municipalities, Municipal Service Taxing Units, or special taxing units;

(b) Water control districts created pursuant to Chapter 298, F.S., drainage districts created by special act, special districts defined in Chapter 189, F.S., Community Development Districts created pursuant to Chapter 190, F.S., Special Assessment Districts created pursuant to Chapter 170, F.S., or water management districts created pursuant to Chapter 373, F.S.;

(c) State or federal agencies;

(d) Duly constituted communication, water, sewer, stormwater, electrical, or other public utilities;

(e) Construction permittees, subject to the restrictions below; or

(f) Non-profit corporations, including homeowners' associations, property owners' associations, condominium owners' or master associations, provided, however, that any such association shall have the powers listed in subsections 12.3.4(b)1. through 8., the covenants and restrictions required in subsections 12.3.4(c)1. through 9., and the ability to accept responsibility for the operation and maintenance of the system described in subsections 12.3.4(d)1. or 2. in ERP Applicant's Handbook Vol. 1.

CODING: Deleted language is marked with a ~~strike-through line~~, and new language is marked with a double-underline.

[Signature on Pages 6 and 7]

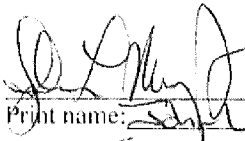

*Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions
for Thornton Creek Motorcoach Resort
page 6 of 7*

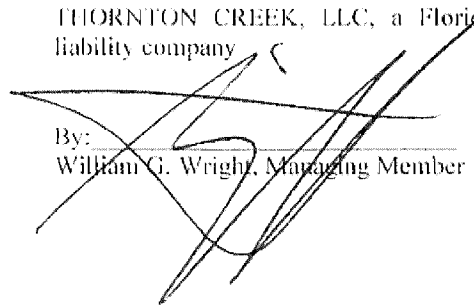
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date indicated below.

Signed, sealed and delivered in the presence of:

DECLARANT:

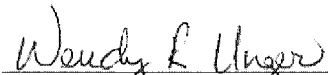
THORNTON CREEK, LLC, a Florida limited liability company

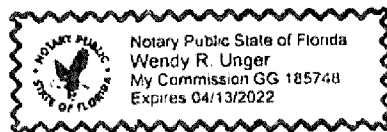

Print name: Stephen Murphy

Print name: Maria Kostens


By: William G. Wright, Managing Member

STATE OF FLORIDA
COUNTY OF PineHills

The foregoing instrument was acknowledged before me this 5th day of June, 2019, by William G. Wright, as Managing Member of the Declarant, Thornton Creek, LLC, who is personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing instrument and acknowledges the execution thereof to be the free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.


NOTARY PUBLIC, State of Florida
My Commission Expires: 04-13-22



*Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions
for Thornton Creek Motorcoach Resort
page 7 of 7*

JOINDER

Thornton Creek Motorcoach Resort Owners Association, Inc., a Florida not-for-profit corporation (the "Association") does hereby join in the Certificate of Amendment to Declaration of Covenants, Conditions, and Restrictions for Thornton Creek Motorcoach Resort to which this Joinder is attached, and the terms thereof are and shall be binding upon the Association and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on behalf of the Association on the date indicated below.

Signed, sealed and delivered in the presence of:

THORNTON CREEK MOTORCOACH RESORT OWNERS ASSOCIATION, INC.

Sabrina W. Sparks
Print name: Sabrina W. Sparks

Alley Thompson Billings
Print name: Alley Thompson Billings

By: [Signature]
Barry D. Poole, President
BAP

STATE OF North Carolina
COUNTY OF Allegheny

The foregoing instrument was acknowledged before me this 31 day of May, 2019, by Barry D. Poole, as President of the Board of Directors of Thornton Creek Motorcoach Resort Owners Association, Inc., who is personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing instrument and acknowledges the execution thereof to be the free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.



Rebecca S. Smith Rebecca S. Smith
NOTARY PUBLIC
My Commission Expires: June, 20, 2019