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**AMENDED AND RESTATED**

**MASTER DECLARATION FOR SOLIVITA™**

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## TABLE OF CONTENTS

**Page**


1. Recitals ..... 3
2. Master Declaration ..... 3
3. Definitions ..... 3
4. Plan of Development ..... 12
5. Amendment ..... 12
   - 5.1 General Restrictions on Amendments ..... 12
   - 5.2 No Vested Rights ..... 12
   - 5.3 Amendments Prior to and Including the Turnover Date ..... 12
   - 5.4 Amendments After the Turnover Date ..... 13
6. Annexation, Merger and Withdrawal ..... 13
   - 6.1 Annexation by Developer ..... 13
   - 6.2 Annexation by Association ..... 13
   - 6.3 Withdrawal ..... 13
7. Dissolution ..... 13
   - 7.1 Generally ..... 13
   - 7.2 Applicability of Master Declaration after Dissolution ..... 14
8. Binding Effect and Membership ..... 14
   - 8.1 Term ..... 14
   - 8.2 Transfer ..... 14
   - 8.3 Membership ..... 15
   - 8.4 Ownership by Entity ..... 15
   - 8.5 Voting Interests ..... 15
   - 8.6 Document Recordation by Owners Prohibited ..... 15
   - 8.7 Composition of Board ..... 15
   - 8.8 Conflicts ..... 15
9. Paramount Right of Developer ..... 15
10. Operation of Common Areas ..... 16
    - 10.1 Prior to Conveyance ..... 16
    - 10.2 Construction of Common Areas Facilities ..... 16
    - 10.3 Use of Common Areas by Developer ..... 17
    - 10.4 Conveyance ..... 17
    - 10.5 Operation After Conveyance ..... 18
    - 10.6 Paved Common Areas ..... 18
    - 10.7 Delegation ..... 19
    - 10.8 Use ..... 19
11. Maintenance by Association ..... 21
    - 11.1 Common Areas ..... 21
    - 11.2 Canvas Canopies ..... 21

**TABLE OF CONTENTS**
(continued)

**Page**


11.3 Surface Water Management System ..... 21
11.4 Negligence ..... 23
11.5 Adjoining Areas ..... 23
11.6 Right of Entry ..... 23
11.7 Maintenance of Property Owned by Others ..... 23
11.8 Maintenance of Roads, Lighting, and Landscaping ..... 23
11.9 Lawn Maintenance ..... 24

12. Poinciana West Community Development District ..... 24

12.1 Generally ..... 24
12.2 Creation of PWCDD ..... 25
12.3 PWCDD Assessments ..... 25
12.4 Common Areas and PWCDD Facilities Part of PWCDD ..... 25
12.5 PWCDD Facilities Owned by PWCDD ..... 26

13. Poinciana Community Development District ..... 26

13.1 Generally ..... 26
13.2 Creation of the PCDD ..... 26
13.3 PCDD Assessments ..... 27
13.4 Common Areas and PCDD Facilities Part of PCDD ..... 27
13.5 PCDD Facilities Owned by PCDD ..... 28

14. Rules and Regulations ..... 28

14.1 Generally ..... 28
14.2 Developer Not Subject to Rules and Regulations ..... 28
14.3 Default by Another Owner ..... 28

15. Special Taxing Districts ..... 29
16. Water Transmission and Distribution Facilities Easement and Repair ..... 29
17. Water Mains ..... 29
18. Public Facilities ..... 30
19. Site Plans and Plats ..... 30
20. Association's Obligation to Indemnify ..... 30
21. Use Restrictions ..... 30

21.1 Alterations and Additions ..... 30
21.2 Artificial Vegetation ..... 30
21.3 Boating, Docks and Fishing ..... 30
21.4 Casualty Destruction to Improvements ..... 31
21.5 Commercial Activity ..... 31
21.6 Completion and Sale of Units ..... 31
21.7 Control of Contractors ..... 31
21.8 Cooking ..... 31
21.9 Decorations ..... 32
21.10 Disputes as to Use ..... 32

**TABLE OF CONTENTS**
(continued)

**Page**


21.11 Drainage System ..... 32
21.12 Driveway Repair ..... 32
21.13 Extended Vacation and Absences ..... 33
21.14 Fences and Walls ..... 33
21.15 Fuel Storage ..... 33
21.16 Garages ..... 33
21.17 Garbage Cans ..... 33
21.18 General Use Restrictions ..... 33
21.19 Hurricane Shutters ..... 33
21.20 Irrigation ..... 34
21.21 Lake and Canal Slopes ..... 34
21.22 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting ..... 34
21.23 Laundry ..... 35
21.24 Lawful Use ..... 35
21.25 Lawn Maintenance Standards ..... 35
21.26 Leases ..... 37
21.27 Lot Lights ..... 37
21.28 Minors' Use of Facilities ..... 37
21.29 Nuisances ..... 38
21.30 Paint ..... 38
21.31 Parking ..... 38
21.32 Personal Property ..... 38
21.33 Pets and Animals ..... 38
21.34 Pools ..... 39
21.35 Removal of Soil ..... 39
21.36 Rights to Stormwater Runoff, Effluent and Water Reclamation ..... 39
21.37 Roofs and Pressure Treatment ..... 40
21.38 Satellite Dishes and Antennas ..... 40
21.39 Screened Enclosures ..... 40
21.40 Servants ..... 40
21.41 Signs and Flags ..... 40
21.42 Sports Equipment ..... 41
21.43 Storage ..... 41
21.44 Subdivision and Regulation of Land ..... 41
21.45 Substances ..... 41
21.46 Surface Water Management System ..... 42
21.47 Swimming Prohibited ..... 42
21.48 Use of Homes ..... 42
21.49 Visibility on Corners ..... 42
21.50 Water Intrusion ..... 42
21.51 Wetlands and Mitigation Areas ..... 42
21.52 Windows or Wall Units ..... 42

**TABLE OF CONTENTS**
(continued)

**Page**


21.53 Window Treatments ..... 43

22. Paramount Right of Developer ..... 43
23. Easement for Unintentional and Non-Negligent Encroachments ..... 43
24. Insurance ..... 43

24.1 Association ..... 43
24.2 Homes ..... 44

25. Requirement to Reconstruct or Demolish ..... 44

25.1 Paired Residence Buildings ..... 44
25.2 Standard of Work ..... 45
25.3 Additional Rights of Association ..... 45
25.4 Association Has No Liability ..... 46
25.5 Fidelity Bonds ..... 46
25.6 Association as Agent ..... 46
25.7 Casualty to Common Areas ..... 46
25.8 Nature of Reconstruction ..... 46
25.9 Additional Insured ..... 47
25.10 Cost of Payment of Premiums ..... 47

26. Property Rights ..... 47

26.1 Owners' Easement of Enjoyment ..... 47
26.2 Ingress and Egress ..... 48
26.3 Development Easement ..... 48
26.4 Public Easements ..... 49
26.5 Delegation of Use ..... 49
26.6 Easement for Encroachments ..... 49
26.7 Permits, Licenses and Easements ..... 49
26.8 Support Easement and Maintenance Easement ..... 49
26.9 Drainage Easement ..... 49
26.10 Club Easements ..... 50
26.11 Golf Easements ..... 50
26.12 Waterbodies ..... 50
26.13 Easement in Favor of Association ..... 50
26.14 Duration ..... 50
26.15 Easement for Errant Golf Balls ..... 50

27. Club Plan ..... 51
28. Assessments ..... 51

28.1 Types of Assessments ..... 51
28.2 Purpose of Assessments ..... 51
28.3 Association Option ..... 53
28.4 Club Dues ..... 53
28.5 Designation ..... 53

**TABLE OF CONTENTS**
(continued)

**Page**


28.6 Allocation of Operating Costs ..... 53
28.7 General Expenses Allocation ..... 54
28.8 Courtyards Expenses ..... 54
28.9 Use Fees and Individual Assessment ..... 54
28.10 Commencement of First Assessment ..... 54
28.11 Shortfalls and Surpluses ..... 55
28.12 Budgets ..... 55
28.13 Establishment of Assessments ..... 55
28.14 Association Initial Expense Fund ..... 56
28.15 Assessment Estoppel Certificates ..... 56
28.16 Payment of Home Real Estate Taxes ..... 57
28.17 Creation of the Lien and Personal Obligation ..... 57
28.18 Subordination of the Lien to Mortgages and Club Dues ..... 57
28.19 Acceleration ..... 58
28.20 Non-Payment of Assessments ..... 58
28.21 Exemption ..... 59
28.22 Collection by Developer ..... 59
28.23 Rights to Pay Assessments and Receive Reimbursement ..... 60
28.24 Mortgagee Right ..... 60
28.25 Transfer Fee ..... 60

29. Information to Lenders and Owners ..... 60

29.1 Availability ..... 60
29.2 Copying ..... 60
29.3 Notice ..... 60

30. Architectural Control ..... 61

30.1 Architectural Control Committee ..... 61
30.2 Membership ..... 61
30.3 General Plan ..... 61
30.4 Development Plan ..... 61
30.5 Community Standards ..... 62
30.6 Quorum ..... 62
30.7 Power and Duties of the ACC ..... 62
30.8 Procedure ..... 62
30.9 Alterations ..... 63
30.10 Variances ..... 64
30.11 Permits ..... 64
30.12 Construction by Owners ..... 64
30.13 Inspection ..... 65
30.14 Violation ..... 65
30.15 Court Costs ..... 65
30.16 Certificate ..... 65

**TABLE OF CONTENTS**
(continued)

**Page**


30.17 Certificate of Compliance ..... 65
30.18 Exemption ..... 66
30.19 Exculpation ..... 66

31. Party Walls ..... 66

31.1 General Rules of Law to Apply ..... 66
31.2 Sharing of Repair, Replacement and Maintenance for Party Walls ..... 67
31.3 Alterations ..... 67
31.4 Weatherproofing ..... 67
31.5 Easements ..... 67

32. Party Roofs ..... 67

32.1 General Rules of Law to Apply ..... 67
32.2 Sharing of Repair, Replacement and Maintenance for Party Roofs ..... 67
32.3 Alterations ..... 68
32.4 Easements ..... 68

33. Zero Lot Line Homes ..... 68

33.1 Easement for Zero Lot Line Wall Maintenance ..... 68
33.2 Adjacent Owner Paint Obligation ..... 68
33.3 No Structural Change ..... 69
33.4 Damage by Owner of Adjacent Home ..... 69
33.5 Construction Easement ..... 69

34. Owners Liability ..... 69

34.1 Loop System Irrigation ..... 69
34.2 Violations ..... 69
34.3 Non-Monetary Defaults ..... 70
34.4 Expenses ..... 70
34.5 No Waiver ..... 70
34.6 Rights Cumulative ..... 70
34.7 Enforcement By or Against Other Persons ..... 70
34.8 Fines ..... 71

35. Additional Rights of Developer ..... 71

35.1 Sales Office and Administrative Offices ..... 71
35.2 Modification ..... 72
35.3 Promotional Events ..... 72
35.4 Use by Prospective Purchasers ..... 72
35.5 Franchises ..... 72
35.6 Management ..... 73
35.7 Commercial Uses ..... 73
35.8 Easements ..... 73
35.9 Right to Enforce ..... 73

**TABLE OF CONTENTS**
(continued)

**Page**


35.10 Additional Development ..... 73
35.11 Representations ..... 74

36. Telecommunications Services ..... 74

36.1 Right to Contract for Telecommunications Services ..... 74
36.2 Easements ..... 74
36.3 Restoration ..... 74

37. Non-Liability ..... 75
38. Resolution of Disputes ..... 76
39. Venue ..... 76
40. Reliance ..... 76
41. Construction Activities ..... 77
42. Refund of Taxes and Other Charges ..... 77
43. Assignment of Powers ..... 78
44. Senior Housing Restrictions ..... 78

44.1 General ..... 78
44.2 Restrictions on Occupancy ..... 78
44.3 Sale, Lease or Transfer ..... 79
44.4 Change in Occupancy; Notification of Association ..... 79
44.5 Monitoring Age Compliance by Association and Maintaining Age Records ..... 79
44.6 Enforcement of Provisions ..... 80
44.7 Hold Harmless by Owners ..... 80

45. General Provisions ..... 80

45.1 Authority of Board ..... 80
45.2 Severability ..... 80
45.3 Execution of Documents ..... 80
45.4 Notices ..... 81
45.5 Florida Statutes ..... 81
45.6 Title Documents ..... 81
45.7 Affirmative Obligation of Association ..... 81

46. Plan of Development ..... 82
JOINDER - SOLIVITA COMMUNITY ASSOCIATION, INC. ..... 84
EXHIBIT 1 - LEGAL DESCRIPTION OF SOLIVITA COMMUNITY ..... 85
EXHIBIT 2 - LEGAL DESCRIPTION OF THE COURTYARDS AT MONTELENA ..... 87
EXHIBIT 3 – AMENDED AND RESTATED ARTICLES OF INCORPORATION ..... 88
EXHIBIT 4 - AMENDED AND RESTATED BY-LAWS ..... 89
EXHIBIT 5 - CLUB PLAN ..... 90
EXHIBIT 6 -LIST OF TITLE DOCUMENTS ..... 91

**AMENDED AND RESTATED**

**MASTER DECLARATION FOR SOLIVITA™**

THIS AMENDED AND RESTATED MASTER DECLARATION FOR SOLIVITA™ (this "**Master Declaration**") is made by Avatar Properties Inc., a Florida corporation ("**Developer**") and joined in by Solivita Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. Developer is developing a residential community in Polk County, Florida known as Solivita ("**Solivita**"). Originally Solivita was developed as a single master community. In 2006, Developer decided to split the community into two communities for marketing and other business purposes. One portion of the community was designated Solivita (the "**Solivita Subdivision**") and the other portion of the community was designated Solivita West (the "**Solivita West Subdivision**"). Thereafter, the Solivita community had two different homeowners associations and two declarations of covenants: one set for the Solivita Subdivision and one set for Solivita West Subdivision.

B. Developer previously recorded that certain Solivita Declaration in Official Records Book 4510 at Page 1576 in the Public Records of Polk County, Florida (the "**Original Declaration**"). Developer thereafter recorded a number of amendments to the Original Declaration, and then recorded that certain Amended and Restated Solivita Declaration in Official Records Book 7191 at Page 1224 in the Public Records of Polk County, Florida (the "**Amended and Restated Solivita Declaration**"). Developer thereafter amended the Amended and Restated Solivita Declaration by the following instruments:

i. First Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7364 at Page 1475 in the Public Records of Polk County, Florida (the "**First Amendment**").

ii. Second Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7393 at Page 400 in the Public Records of Polk County, Florida (the "**Second Amendment**").

iii. Third Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 8068 at Page 1802 in the Public Records of Polk County, Florida (the "**Third Amendment**").

iv. Fourth Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 8631 at Page 2212 in the Public Records of Polk County, Florida (the "**Fourth Amendment**").

The Amended and Restated Solivita Declaration together with the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment shall hereinafter be collectively referred to as the "**Solivita Declaration**".

C. The Solivita Declaration only affects the Solivita Subdivision portion of the Solivita community. Solivita Community Association, Inc. (the "**Association**") is the homeowners association for the Solivita Subdivision.

D. Developer also previously recorded that certain Declaration for Solivita West in Official Records Book 6774, at Page 294 in the Public Records of Polk County, Florida (the "**SW Declaration**"), and thereafter amended the SW Declaration by the following instruments:

i. First Amendment to Declaration for Solivita West recorded in Official Records Book 7393 at Page 407 in the Public Records of Polk County, Florida (the "**First Solivita West Amendment**").

ii. Second Amendment to Declaration for Solivita West recorded in Official Records Book 8068 at Page 1799 in the Public Records of Polk County, Florida (the "**Second Solivita West Amendment**").

iii. Third Amendment to Declaration for Solivita West recorded in Official Records Book 8631 at Page 2215 in the Public Records of Polk County, Florida (the "**Third Solivita West Amendment**").

The SW Declaration together with the First Solivita West Amendment, Second Solivita West Amendment, and Third Solivita West Amendment shall hereinafter be collectively referred to as the "**Solivita West Declaration**".

E. The Solivita West Declaration only affects the Solivita West Subdivision. Solivita West Community Association, Inc. (the "**Solivita West Association**") is the homeowners association for the Solivita West Subdivision.

F. The Association and the Solivita West Association (collectively, the "**Associations**") have decided that it is unnecessary, cumbersome and inefficient to have (i) two different declarations of covenants for different portions of the Solivita community and (ii) two different homeowners associations. The Associations desire to have only one master declaration that applies to the entire Solivita community and only one homeowners association for the entire Solivita community.

G. The Associations have merged the Solivita West Association into the Association, with the Association being the surviving entity. The Association shall hereafter be the only homeowners association for the entire Solivita community.

H. Section 4.3 of the Solivita West Declaration states that the Developer reserves the right to merge the Solivita West Declaration into the Solivita Declaration. To assist the Associations with the merger of the Solivita Subdivision and the Solivita West Subdivision, Developer has decided to merge the Solivita West Declaration into the Solivita Declaration, in accordance with the merger provision set forth in Section 4.3 of the Solivita West Declaration, so that the Solivita Declaration (as amended and restated herein) shall be the only declaration of covenants for the entire Solivita community.

I. Section 42.3 of the Solivita Declaration permits Developer to amend the Solivita Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as defined in the Solivita Declaration), which date has not yet occurred. Developer desires to amend and restate the Solivita Declaration as set forth herein so that it shall be the only declaration of covenants for the Solivita community and will apply to the entire Solivita community. Accordingly, Developer desires to subject all of the property located within Solivita not currently or in the future owned by the Poinciana Community Development District or the Poinciana West Community Development District to the covenants, conditions and restrictions contained in this Master Declaration so that this Master Declaration will be the master declaration for the entire Solivita community.

J. Further, Section 43.1 of the Solivita Declaration allows Developer to annex additional lands into the Solivita Subdivision prior to the Community Completion Date (as defined therein) without the consent or joinder of any person or entity. By this Master Declaration, Developer is annexing the Solivita West Subdivision into the Solivita Subdivision. Hereinafter, the two subdivisions shall be known collectively as "**Solivita**."

K. This Master Declaration is a covenant running with all of the land comprising Solivita, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Master Declaration.

NOW THEREFORE, Avatar, in consideration of the promises and mutual covenants contained in this Master Declaration, hereby declares that every portion of Solivita is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Master Declaration.

2. Master Declaration. This Master Declaration: (i) completely supersedes and replaces the Solivita West Declaration, which has been merged into this Master Declaration, and (ii) amends and restates the Solivita Declaration. This Master Declaration is a master declaration that shall hereafter apply to the entire Solivita community.

3. Definitions. In addition to the terms defined elsewhere in this Master Declaration, all initially capitalized terms herein shall have the following meanings:

"**Access Control System**" shall mean any system intended to control access and/or enhance the welfare of Solivita. THE PROVISION OF AN ACCESS CONTROL SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN SOLIVITA OR ANY RESIDENTIAL SUBDIVISION CONTAINED THEREIN. DEVELOPER AND/OR ITS AFFILIATES, BUILDERS, AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY ACCESS CONTROL SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF

WHETHER OR NOT THE ACCESS CONTROL SERVICE IS DESIGNED TO MONITOR SUCH EVENTS. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER AND/OR ITS AFFILIATES, BUILDERS, AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER AND/OR ITS AFFILIATES, BUILDERS, AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS

"**ACC**" shall mean the Architectural Control Committee for Solivita established pursuant to Section 30 hereof.

"**Articles**" shall mean the Second Amended and Restated Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Master Declaration and as further defined in Section 28 hereof.

"**Association**" shall mean Solivita Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"**Association Club Debt**" shall mean all costs of financing the purchase of the Club from the Club Owner in the event the Board determines such purchase is in the best interest of the Owners. Association Club Debt shall include principal and interest payments to be paid by Association to any lender financing the purchase of the Club. Association Club Debt shall not be part of Operating Costs.

"**Association Documents**" shall mean this Master Declaration, the Articles, the By-Laws, the Rules and Regulations and the Community Standards, as amended from time to time.

"**Association Initial Expense Fund**" shall have the meaning set forth in Section 28.14 hereof.

"**Avatar**" shall mean Avatar Properties Inc., a Florida corporation, its successors and/or assigns.

"**Back Yard**" shall mean the portion of the yard of a Home between the back of the Home and the designated rear property line for such Home. In the event that there is any question about what portion of a Home is part of the Back Yard, Association's determination shall be final and in Association's sole and absolute discretion.

"**Board**" shall mean the Board of Directors of Association.

"**Bonds**" shall have the meaning set forth in Section 12.2 and 13.2 hereof.

"**Builder**" shall mean any person or entity that purchases a Lot or Parcel from Developer for the purpose of constructing one or more Homes.

"**By-Laws**" shall mean the Amended and Restated By-Laws of Association in the form attached hereto as **Exhibit 4** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, individual satellite dishes, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

"**Club**" shall mean the Solivita Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Plan, as amended from time to time.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Plan including, without limitation, the Club Membership Fee.

"**Club Expenses**" shall have the meaning set forth in the Club Plan.

"**Club Manager**" shall mean the entity operating and managing the Club at any given time. As provided in the Club Plan, Association may, at the written direction of Club Owner, be required to act as Club Manager from time to time.

"**Club Membership Fee**" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Master Declaration and the Club Plan.

"**Club Owner**" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Avatar Properties Inc.

"**Club Plan**" shall mean Solivita Club Plan together with all amendments and modifications thereof. A copy of the Club Plan and the First, Second, Third, Fourth and Fifth Amendments are attached hereto as **Exhibit 5** and made a part hereof. This Master Declaration is subordinate in all respects to the Club Plan.

"**Common Areas**" shall mean all real property interests and personalty within Solivita designated as Common Areas from time to time by Plat or recorded amendment to this Master Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Solivita. The Common Areas may include, without limitation, community signage, Neighborhood entrance features, open space areas, internal buffers, improvements, Surface Water Management System, easement areas owned by others, additions, lakes, irrigation pumps, irrigation lines, parks, sidewalks, private roads (excluding those roads to be maintained by a Neighborhood Association, if any), streets, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entrance ways, features, and parks. The Common Areas does not include any portion of a Home or the Club. The Common Areas is contemplated at this time to include fountains, buffer and/or landscape areas, private

roads and wetlands. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS MASTER DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"**Community**" shall mean the Solivita residential community, also referred to herein as Solivita.

"**Community Completion Date**" shall mean the date upon which all Homes in Solivita, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builders to Owners.

"**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 30 hereof.

"**Conservation Easement**" shall mean that certain Deed of Conservation Easement by and between Avatar and SFWMD recorded or to be recorded in the Public Records.

"**Contractors**" shall have the meaning set forth in Section 30.12.2 hereof.

"**County**" shall mean Polk County, Florida.

"**Courtyards Expenses**" shall have the meaning set forth in Section 25.1 hereof.

"**Data Transmission Services**" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"**Debt Service Club Assessments**" shall have the meaning set forth in Section 28.26 hereof.

"**Developer**" shall mean Avatar and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Development Plan**" shall mean collectively the full or partial concept plan for the development of Solivita, as it exists as of the date of recording this Master Declaration,

regardless of whether such plan is currently on file with one or more governmental agencies. The Development Plan is subject to change as set forth herein. The Development Plan is not a representation by Developer as to the development of Solivita or its amenities, as Developer reserves the right to amend all or part of the Development Plan from time to time.

"**Front Yard**" shall mean the portion of the yard of a Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final and in Association's sole and absolute discretion.

"**Golf Owner**" shall mean any person or entity owning the golf course within or near to Solivita.

"**Home**" shall mean each residential home and appurtenances thereto constructed on a Lot within Solivita. A Home shall include, without limitation, a townhome, a Condominium Unit, a patio home, zero lot line home, each residential apartment within a Multi-Family Rental Building, and single family detached estate home. The term Home may not reflect the same division of property as reflected on a Plat. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Home in addition to children twenty-two (22) years and younger as an additional adult Immediate Family Member. Children twenty-two (22) years and younger of such additional adult Immediate Family Member shall also be deemed Immediate Family Members. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. In no event shall the Owner and all Immediate Family Members exceed a number equal to two times the number of bedrooms in the Home. Without limiting the foregoing, Immediate Family Members shall not include grandchildren of an owner or the spouses of the Owner's children.

"**Individual Assessments**" shall have the meaning set forth in Section 28.2.5 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**"Lessee"** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Solivita.

"**Lot**" shall mean any platted residential lot shown on a Plat.

"**Master Declaration**" shall mean this Master Declaration together with all amendments and modifications thereof.

"**Monthly Assessments**" shall have the meaning set forth in Section 28.2.1 hereof.

"**Multi-Family Rental Building**" shall mean any multi-family structure with individual residential apartments which are leased (and not sold) on an individual basis. A Multi-Family Rental Building does not include a building submitted to Condominium ownership.

"**Neighborhood**" shall mean any subdivision of Solivita which is subject to the jurisdiction of a Neighborhood Association. Each Home shall be part of a Neighborhood, if any.

"**Neighborhood Association**" shall mean any homeowners or condominium association which governs a portion of Solivita, if any.

"**Neighborhood Common Areas**" shall mean all property owned and/or maintained by a Neighborhood Association, if any.

"**Neighborhood Declaration**" shall mean any declaration recorded in the Public Records governing a Neighborhood including, without limitation, any Condominium declaration. No Neighborhood Declaration shall be effective unless and until approved by Developer, which approval shall be evidenced by Developer's execution of, or joinder in, such Neighborhood Declaration.

"**Non-Conforming Pavers**" shall have the meaning set forth in Section 16 hereof.

"**Operating Costs**" shall mean all costs and expenses of Association and the Common Areas, Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies located within the Common Areas as required herein; all amounts required to maintain the Surface Water Management System; all community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between Association and Progress Energy; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder and/or under the Club Plan, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Master Declaration and/or the Club Plan. If Association purchases the Club, all costs of owning, maintaining, repairing and replacing the Club shall be Operating Costs except for Association Club Debt. Operating Costs do not include Association Club Debt.

"**Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Builder, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each Home. For example, an Owner of a Multi-

Family Rental Building is an Owner with respect to each Home within such Multi-Family Rental Building.

"**Paired Residence**" shall mean each Home within The Courtyards at Montelena which is part of a Paired Residences Building.

"**Paired Residences Building**" shall mean a single structure containing two Homes in which the Homes are separated by a Party Wall.

"**Parcel**" shall mean any portion of Solivita upon which one or more Homes may be constructed, a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"**Party Walls**" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"**Party Roof**" shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

"**PCDD**" shall mean the Poinciana Community Development District, its successors or assigns.

"**PCDD Capital Assessments**" shall have the meaning set forth in Section 13.2 hereof.

"**PCDD Facilities**" shall have the meaning set forth in Section 13.3 hereof.

"**PCDD Operation Assessments**" shall have the meaning set forth in Section 13.2 hereof.

"**PCDD Revenue Bonds**" shall have the meaning set forth in Section 13.2 hereof.

"**Permit**" shall mean, collectively, all permits issued by the SFWMD.

"**Plat**" shall mean any plat of any portion of Solivita filed in the Public Records, as the same may be amended by Developer, from time to time.

"**Public Infrastructure**" shall have the meaning set forth in Section 12.2 and Section 13.2 hereof.

"**Public Records**" shall mean the Public Records of Polk County, Florida.

"**PWCDD**" shall mean the Poinciana West Community Development District, its successors or assigns.

"**PWCDD Capital Assessments**" shall have the meaning set forth in Section 12.2 hereof.

"**PWCDD Facilities**" shall have the meaning set forth in Section 12.1 hereof.

"**PWCDD Operation Assessments**" shall have the meaning set forth in Section 12.2 hereof.

"**PWCDD Revenue Bonds**" shall have the meaning set forth in Section 12.2 hereof.

"**Reserves**" shall have the meaning set forth in Section 28.2.4 hereof.

"**Rules and Regulations**" shall mean collectively the Rules and Regulations governing Solivita as adopted by the Board from time to time.

"**SFWMD**" shall mean the South Florida Water Management District.

"**Side Yard**" shall mean those portions of the yard of a Home between the front lot line to the back lot line running along the exterior sides of the Home. In the event that there is any question about what portion of a Home is part of the Side Yard, Association's determination shall be final and in Association's sole and absolute discretion.

"**Solivita Association**" shall mean Solivita Community Association, Inc., its successors and/or assigns.

"**Solivita**" shall mean the real property described in **Exhibit 1** attached hereto subject to additions and deletions thereto as permitted pursuant to the terms of this Master Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Master Declaration, also amend or modify the definition of Solivita. Solivita includes from and after this date the Solivita Subdivision and Solivita West Subdivision as such terms are defined in the Recitals of this Master Declaration.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 28.2.2 hereof.

"**Surface Water Management System**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term may includes exfiltration trenches, wetland preservation areas, mitigation areas, conservation areas (which may include those areas described in the Conservation Easement), lakes, water quality monitoring, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

"**Telecommunications Provider**" shall mean any party contracting with Association and/or Owners to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Telecommunications Systems**" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Solivita. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, individual satellite dishes, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"**Telephony Services**" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"**The Courtyards at Montelena**" shall mean all of the real property described on **Exhibit 2** attached hereto and made a part hereof. The Courtyards at Montelena are within Solivita.

"**Title Documents**" shall have the meaning set forth in Section 45.6 hereof. The current Title Documents include, without limitation, those matters set forth on **Exhibit 6** attached hereto.

"**TOHO**" shall mean the Tohopekaliga Water Authority.

"**Toll Calls**" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"**Transfer Fee**" shall have the meaning set forth in Section 28.25 hereof.

"**Transportation Service Agreement**" shall have the meaning set forth in the Club Plan and be part of Club Expenses. Club Owner may, in its sole discretion, assign its obligations respecting the Transportation Service Agreement to Association, at which time the costs thereof will be Operating Costs.

"**Turnover Date**" shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turnover Association prior to the date currently required by law.

"**Use Fees**" shall have the meaning set forth in Section 28.2.3 hereof.

"**Zero Lot Line Wall**" shall mean a wall built directly on a lot line which forms part of a Home commonly known as a zero lot line. If there is any question about whether a Home is a zero lot line residence, or which portion of a residence is a Zero Lot Line Wall, Association's determination shall be final.

4. Plan of Development. The planning process for Solivita is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Solivita and any adjacent property now or hereafter owned by Developer into residences, comprised of homes, villas, coach homes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Solivita as finally developed. Developer shall have the absolute right to plan, develop and construct Solivita and the adjacent properties at Developer's sole discretion.

5. Amendment.

5.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Master Declaration shall affect the rights of Developer or Club Owner, including without limitation any easements that benefit Developer or Club Owner, unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Master Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Master Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 11.3.2 hereof which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

5.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Master Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Master Declaration and the other Association Documents except as expressly set forth herein.

5.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Master Declaration as it deems appropriate in Developer's sole and absolute discretion, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Solivita; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this

provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Master Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

5.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Master Declaration may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

6. Annexation, Merger and Withdrawal.

6.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Solivita by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Solivita. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Solivita, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Master Declaration by the recording of an amendment to this Master Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Master Declaration as fully as though the annexed lands were described herein as a portion of Solivita. Such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Master Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Solivita.

6.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

6.3 Withdrawal. Prior to and including the Turnover Date, any portions of Solivita (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Master Declaration by the recording of an amendment to this Master Declaration in the Public Records. The right of Developer to withdraw portions of Solivita shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Solivita shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Solivita). Association shall have no right to withdraw land from Solivita.

7. Dissolution.

7.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

7.2 Applicability of Master Declaration after Dissolution. In the event of dissolution of Association, Solivita and each Home therein shall continue to be subject to the provisions of this Master Declaration including, without limitation, the provisions respecting Assessments and the Club Dues specified in this Master Declaration and/or the Club Plan. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for Assessments and Club Dues to the extent that Assessments and Club Dues are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Membership Fee shall survive the dissolution of Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Solivita which had been Common Areas and/or comprised part of the Club and continue to be so used for the common use and enjoyment of the Owners.

8. Binding Effect and Membership.

8.1 Term. This Master Declaration and all covenants, conditions and restrictions contained in this Master Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Master Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Master Declaration and all covenants, conditions and restrictions contained in this Master Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Solivita by this Master Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Master Declaration and the applicability of all covenants, conditions, and restrictions contained in this Master Declaration. This provision is not subject to amendment, except by Developer.

8.2 Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as such pertain to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Master Declaration are not assignable separately from a Home. The Owner of each Home is entitled to

the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Master Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Master Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Master Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Master Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Master Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

8.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Master Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Master Declaration, the Articles and the By-Laws.

8.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Master Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

8.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

8.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer or Club Owner, or conflict with the provisions of this Master Declaration or the other Association Documents.

8.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including the Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including the Turnover Date.

8.8 Conflicts. In the event of any conflict among this Master Declaration, the Articles, the By-Laws or any of the other Association Documents, this Master Declaration shall control.

9. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Solivita for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Solivita part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Solivita. In addition, the Common Areas of Solivita may include decorative improvements, berms, waterfalls and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE IN ITS DISCRETION.

10. Operation of Common Areas.

10.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 10.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel or any portion of Solivita or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Master Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

10.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Solivita, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities or improvements of Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances,

personalty (e.g., furniture), color, textures and finishes of the Common Areas, or changes or modifications to any of them.

10.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

10.4 Conveyance.

10.4.1 Generally. Within sixty (60) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by Quitclaim Deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Master Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

10.4.2 Form of Common Area Deed. Each deed of the Common Areas shall be subject to the following provisions:

10.4.2.1 the Amended and Restated Master Declaration for Solivita™;

10.4.2.2 matters reflected in the plat(s) of Solivita;

10.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

10.4.2.4 all restrictions, easements, covenants and other matters of record;

10.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under the Master Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein

are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

10.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Solivita) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

10.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Solivita including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer and Club Owner, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; (b) seventy-five percent (75%) of all of the votes in Association; and (c) the consent of the Club Owner being first had and obtained.

10.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Master Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces including, but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and

after the Community Completion Date, Association should monitor the roads, cart paths and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

10.7 Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Master Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

10.8 Use.

10.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Master Declaration, reduce or abate any Owner's obligations pursuant to this Master Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise). This Section may not be amended or revoked without the prior written consent of Club Owner, which consent may be granted or denied in its sole and absolute discretion.

10.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

10.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

10.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTY BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Solivita or adjacent to Solivita. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home (but outside any easement in favor of SFWMD, PCDD or PWCDD) with the prior approval of the ACC. No fence or other structure may be placed within any waterbody maintenance easement. Petroleum powered motorized fan watercraft are expressly prohibited from operation on waterbodies within Solivita. Man powered boats such as canoes and kayaks are permitted in waterbodies within Common Areas. Sailboats not longer than twelve feet (12') are permitted on the waterbodies within Common Areas. From time to time the Board may permit electric boats to be operated on waterbodies within Common Areas within Solivita pursuant to the Rules and Regulations. Swimming will not be permitted in any waterbody within Solivita. Prior to the Community Completion Date, no private docks may be erected within any waterbody forming part of the Common Areas. It is not anticipated that there will be a boat ramp within Solivita; however, Developer may install one or more in its sole and absolute discretion. As further provided in Section 10.8.5 of this Master Declaration, each Owner and such Owner's guests, invitees and agents assume all risk in using any waterbody within Solivita.

10.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas including, without limitation: (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Areas, (e) design of any portion of the Common Areas, (f) injury, damage, destruction and/or loss of life arising from the presence of waterbodies within Solivita or the exercise of any privilege permitted by this Master Declaration, (g) the use of effluent in the irrigation or fertilization of the Common Areas or other portions of Solivita, and (h) the use of any transportation service, if Club Owner ever assigns its obligations thereto to Association as provided in the Club Plan. Each person entering onto any portion of Solivita also expressly indemnifies and agrees to defend and hold harmless Developer, Association, Club Owner, Club Manager, Builders, Neighborhood Associations and all employees, directors, representatives, officers, agents, subsidiaries, affiliates and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, pools or areas adjacent to a waterbody, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER

ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, BUILDERS, CLUB OWNER, CLUB MANAGER, NEIGHBORHOOD ASSOCIATIONS AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

10.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, Builders, Neighborhood Association, Association, PCDD, PWCDD, Club Owner, and Club Manager, their officers, partners, agents, employees, affiliates, directors, and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas and/or Club including, without limitation, use of the waterbodies and other waterbodies within Solivita by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Master Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Neighborhood Association, Association, PCDD, PWCDD, Club Owner, or Club Manager or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Neighborhood Association, Association, Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Master Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

11.2 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Areas in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of Operating Costs of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

11.3 Surface Water Management System.

11.3.1 Duty to Maintain. Association acknowledges that the Surface Water Management System, or components thereof, will be owned by Association, PWCDD or PCDD. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair any portion of the Surface Water Management System owned by Association including, without limitation any signage required by the Permit, in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management

System owned by Association are part of Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. Association will take any action against Owners as necessary to enforce the conditions of the Conservation Easement and the Permit, including, without limitation, any monitoring required by the Permit.

11.3.2 Amendments to Association Documents. Association shall submit to SFWMD any proposed amendment to Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas. SFWMD shall then inform Association as to whether the amendment requires a modification of the Permit. If a modification of the Permit is necessary, SFWMD may so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Master Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of Association.

11.3.3 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas, upland buffers and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation that become established within the Wetland Conservation Areas abutting their Home with the exception of exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the conservation easement. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include, but is not limited to, cattails, primrose willow and grapevine. Association shall be responsible for the perpetual maintenance of the Wetland Conservation Areas and will take action against Owners as necessary to enforce the conditions of the conservation easement(s) and of the Permit.

11.3.4 Use Restrictions for Wetland Conservation Areas. The conservation areas may in no way be altered from their natural or permitted state, with the exception of permitted maintenance activities as set forth in the Permit. These use restrictions may be defined on the Permit and the plats associated with Solivita.

11.3.5 Association to Notify Owners. Association shall notify Owners of any mitigation and/or monitoring and/or financial assurances undertaken by Association with regard to the Wetland Conservation Areas and/or the Permit.

11.3.6 Signage. Owners shall be responsible for the perpetual maintenance of any signage required by the Permit.

11.3.7 Golf Course Irrigation. Club Owner reserves the right, in its sole and absolute discretion, to use water from any lakes or other waterbodies now or hereafter located within Solivita to irrigate the golf course, subject only to applicable laws, governmental regulations and the Permit.

11.4 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Neighborhood Association, or persons utilizing the Common Areas, through or under Owner or Neighborhood Association, shall be borne solely by such Owner or Neighborhood Association and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.5 Adjoining Areas. Association shall also maintain those drainage areas, swales, waterbody maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Maintenance of driveways within the boundaries of a Lot shall be the responsibility of the Owner of such Lot. Association shall be responsible for repairing any driveway which must be removed in order to maintain the Surface Water Management System within the Common Areas. PCDD or PWCDD shall be responsible for repairing any driveway which must be removed in order to maintain the Surface Water Management System components owned by PCDD of PWCDD, respectively.

11.6 Right of Entry. Developer, PCDD, PWCDD, Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Solivita for the purposes herein expressed including, without limitation, for inspections to ascertain compliance with the provisions of this Master Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Solivita if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.7 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Master Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer upon areas which are within or outside of Solivita, so as to enhance the appearance of Solivita. Such areas may abut, or be proximate to, Solivita, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, a condominium association. These areas may include (by way of example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. Without limiting the foregoing, Association specifically has the right and obligation to perform the maintenance and management requested by the SFWMD or other governmental agency with respect to Common Areas.

11.8 Maintenance of Roads, Lighting, and Landscaping. Without limiting any provision herein to the contrary, Association shall maintain the roads, lighting and landscaping

within the Common Areas of Solivita in conformity with the maintenance standards determined by Developer, to the extent the roads are not maintained by PWCDD or PCDD. Association shall not have the right to reduce the level of maintenance and shall increase the level of maintenance, at Developer's written request, so long as Developer owns any property within Solivita. The provisions of this Section cannot be amended without Developer's prior written consent, which consent may be withheld for any reason.

11.9 Lawn Maintenance. Association shall cut and edge the grass in the Front Yard, Back Yard and Side Yard of each Home. Association will fertilize, weed and mulch the Front Yard, Back Yard and Side Yard of each Home. Association will also cut and trim the trees and hedges in the Front Yard, Back Yard and Side Yard of each Home. Without limiting the foregoing, if an Owner modifies the plant bed(s) from the original plant bed(s) installed by Developer, then such Owner is responsible for trimming all trees and shrubs, and weeding and caring for such plant bed(s). Association is responsible for replacing dead or damaged grass and/or landscaping initially installed by Developer. Association shall be responsible for the irrigation and sprinkler systems in the Front Yard, Back Yard and/or Side Yard of each Home, if any; provided, however, any modifications by an Owner are the responsibility of such Owner. Owners shall be responsible for the replacement of soil underlying grass or landscaping which is lost to erosion. However, if an Owner upgrades or changes landscaping in the Front Yard, Back Yard and/or Side Yard with ACC approval, such Owner shall be responsible for the maintenance of such upgraded or changed landscaping at such Owner's sole expense. Each Owner is specifically responsible for maintaining all landscaping within any portion of a Home that is fenced and inaccessible to Association and any other property, whether or not comprising part of the Home, which is within such fenced area (e.g., a lake bank). Moreover, Association will not be responsible for damage to fences, walls, and/or gates resulting from lawn and landscape maintenance. Association shall not maintain a Front Yard, Back Yard and/or Side Yard that is covered or blocked in any fashion by patio furniture or other objects, nor will it maintain a Front Yard, Back Yard and/or Side Yard containing pets. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, SIDE YARDS AND/OR BACK YARDS, OTHER HOMES MAY HAVE FRONT YARDS, SIDE YARDS AND/OR BACK YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS, SIDE YARDS AND/OR BACK YARDS OF OTHER HOMES. Notwithstanding the foregoing, the Board may decide by a Board action if some or all of Association maintenance responsibilities will be implemented. Association may discontinue all or a portion of such maintenance in which case each Owner shall provide such maintenance to his or her Lot at such Owner's sole cost and expense.

12. Poinciana West Community Development District.

12.1 Generally. The Poinciana West Community Development District ("**PWCDD**") has been created within Solivita. Portions of Solivita may be owned and maintained by PWCDD. Other portions of Solivita may be owned by PWCDD and maintained by Association. In the event that any portion of Solivita is owned by PWCDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by PWCDD (the "**PWCDD Facilities**").

12.2 Creation of PWCDD. PWCDD has issued special assessment bonds (the "**Bonds**") to finance a portion of the cost of the PWCDD Facilities. PWCDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of PWCDD puts certain residential units and non-residential development of Solivita under the jurisdiction of PWCDD. PWCDD may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct water and sewer facilities, environmental mitigation, roadways, the Surface Water Management System, utility plants and lines, lift stations, parks, entrance features, landscaping and other infrastructure projects and services necessitated by the development of, and serving lands within, Solivita (collectively, the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the PWCDD Facilities may be funded by PWCDD in one or more series of municipal bond financings utilizing Bonds or other revenue backed bonds. PWCDD may issue both long-term debt and short term debt to finance the Public Infrastructure. The principal and interest on Bonds may be repaid through non ad valorem special assessments ("**PWCDD Capital Assessments**") levied on all benefiting properties in PWCDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**PWCDD Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to Bonds, PWCDD may also impose an annual non ad valorem special assessment to fund the operations of PWCDD and the maintenance and repair of its Public Infrastructure and services ("**PWCDD Operation Assessments**").

12.3 PWCDD Assessments. PWCDD Capital Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Polk County and disbursed to PWCDD. The homestead exemption is not applicable to PWCDD Assessments. Failure to pay PWCDD Capital Assessments or District Maintenance Special Assessments will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. PWCDD Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying PWCDD Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of PWCDD Capital Assessments will be no greater than $900.00 per year per Home. The total amount of District Maintenance Special Assessments in future years is unknown at this time. The actual amount of PWCDD Capital Assessments will be set forth in PWCDD Assessment Methodology Reports adopted from time to time. District Maintenance Special Assessments relating to PWCDD Facilities will be determined by PWCDD. Any future District assessments and/or other charges due with respect to the PWCDD Facilities are secured by a lien against the Home. Failure to pay such sums may result in loss of property. PWCDD may construct, in part or in whole, by the issuance of Bonds and/or levy of special assessments, certain facilities which may consist of roads, utilities, landscaping and/or drainage system, as PWCDD determines in its sole discretion.

12.4 Common Areas and PWCDD Facilities Part of PWCDD. Portions of the Common Areas may be conveyed by Developer to PWCDD. Such PWCDD Facilities will be part of PWCDD and PWCDD shall govern the use and maintenance of the PWCDD Facilities. Some of the provisions of this Master Declaration will not apply to such PWCDD Facilities, as

the PWCDD Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures herein respecting Developer's obligation to convey the Common Areas will not apply to the PWCDD Facilities. ANY CONVEYANCE OF COMMON AREAS TO PWCDD SHALL IN NO WAY INVALIDATE THIS MASTER DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to PWCDD, thereby making such Common Areas part of PWCDD's PWCDD Facilities. PWCDD may promulgate rules, which may outline use restrictions for the PWCDD Facilities. The establishment of PWCDD and the inclusion of PWCDD Facilities in PWCDD will obligate each Owner to become responsible for the payment of PWCDD Capital Assessments and PWCDD Operation Assessments for the acquisition, construction and operation of the PWCDD Facilities as set forth in this Section.

12.5 PWCDD Facilities Owned by PWCDD. The PWCDD Facilities may be owned and operated by PWCDD or owned by PWCDD and managed by Association. The PWCDD Facilities may also be owned by a governmental entity other than PWCDD. The PWCDD Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the PWCDD Facilities.

13. Poinciana Community Development District.

13.1 Generally. The Poinciana Community Development District (the "**PCDD**") has been created within Solivita. Portions of Solivita may be owned by the PCDD and maintained by the PCDD including, without limitation, the drainage system, landscaping, lakes, roads, Surface Water Management System, and/or utilities. Other portions of Solivita may be owned by the PCDD and maintained by Association. By way of example, it is possible that the entrance features and common open spaces will be owned by the PCDD but maintained by Association. In the event that any portion of Solivita is owned by the PCDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the PCDD (the "**PCDD Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF SOLIVITA BE DESIGNATED COMMON AREAS OR FACILITIES OF THE PCDD. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

13.2 Creation of the PCDD. The PCDD has issued special assessment bonds (the "**Bonds**") to finance a portion of the cost of the PCDD Facilities. The PCDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the PCDD puts certain residential units and non-residential development of Solivita under the jurisdiction of the PCDD. The PCDD may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community, and other infrastructure projects and services necessitated by the development of, and serving lands, within Solivita (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the PCDD Facilities may be funded by the PCDD in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The PCDD may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**PCDD**

**Capital Assessments**") levied on all benefiting properties in the PCDD, which properties have been found to be specially benefited by the Public Infrastructure over an approximately 30-year period. The principal and interest on the other revenue backed bonds ("**PCDD Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the PCDD may also impose an annual non ad valorem special assessment to fund the operations of the PCDD and the maintenance, repair and removal of its Public Infrastructure and services ("**PCDD Operation Assessments**").

13.3 PCDD Assessments. The PCDD Capital Assessments and PCDD Operation Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the PCDD or may be billed directly by the PCDD. The homestead exemption is not applicable to the PCDD Assessments. Failure to pay the PCDD Capital Assessments or PCDD Operation Assessments will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. PCDD Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the PCDD Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the PCDD Capital Assessments is estimated to be no greater than approximately $800.00 per year per Home. The total amount of PCDD Operation Assessments in future years is unknown at this time. The actual amount of PCDD Capital Assessments will be set forth in the PCDD Assessment Methodology Reports adopted from time to time. PCDD Capital Assessments relating to PCDD Facilities will be determined by the PCDD. Any future PCDD Assessments and/or other charges due with respect to the PCDD Facilities are secured by a lien against the Home as set forth in this Section 13. Failure to pay such sums may result in loss of property as set forth in this Section 13. The PCDD may construct, in part or in whole, by the issuance of Bonds and/or levy of special assessments (as explained in Section 13.2 above) certain PCDD Facilities which may include, but are not limited to, roads, utilities, landscaping and/or drainage system, as the PCDD determines in its sole discretion.

13.4 Common Areas and PCDD Facilities Part of PCDD. Portions of the Common Areas may be conveyed by Developer to the PCDD. Such PCDD Facilities will be part of the PCDD and the PCDD shall govern the use and maintenance of the PCDD Facilities. In the event that Developer conveys certain PCDD Facilities to the PCDD, some of the provisions of this Master Declaration will not apply to such PCDD Facilities, as the PCDD Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures herein respecting Developer's obligation to convey the Common Areas will not apply to the PCDD Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE PCDD SHALL IN NO WAY INVALIDATE THIS MASTER DECLARATION. Developer may decide, in its sole discretion, to convey additional portions of the Common Areas to either the PCDD, thereby making such Common Areas part of the PCDD's PCDD Facilities. The PCDD may promulgate rules, which may outline use restrictions for the PCDD Facilities. The establishment of the PCDD and the inclusion of PCDD Facilities in the PCDD will obligate each Owner to become responsible for the payment of PCDD Capital Assessments and PCDD Operation Assessments for the

acquisition, construction, reconstruction, and equipping of the PCDD Facilities as set forth in this Section.

13.5 PCDD Facilities Owned by PCDD. The PCDD Facilities may be owned and operated by the PCDD or owned by the PCDD and managed by Association. The PCDD Facilities may also be owned by a governmental entity other than the PCDD. The PCDD Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the PCDD Facilities.

14. Rules and Regulations.

14.1 Generally. Prior to and including the Turnover Date, the Developer, and thereafter, Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Solivita. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Master Declaration and Rules and Regulations promulgated hereunder.

14.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or any property owned by Developer, PCDD, PCDD Facilities, PWCDD, and PWCDD Facilities, and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of the Developer or Club Owner. Without limiting the foregoing, Developer, Builder and/or its assigns, and Club Owner (as applicable), shall have the right to: (i) develop and construct commercial, club uses and industrial uses, Homes, Common Areas and the Club and related improvements within Solivita, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales and/or rental offices, for the sale, re-sale and rental of (a) Homes and (b) residences and properties located outside of Solivita, general offices and construction operations within Solivita; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Solivita for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Solivita; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Solivita owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Solivita including, without limitation, Lots and Homes; (vi) excavate fill from any waterbodies or waterways within and/or contiguous to Solivita by dredge or dragline, store fill within Solivita and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, Solivita and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Solivita.

14.3 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Master Declaration or by any person using the Common Areas or any other act or omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Master Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse,

justification, waiver or indulgence of the covenants and promises contained in this Master Declaration.

15. Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, wing walls, entrance features, roads, landscaping, irrigation areas, waterbodies, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes, special assessments, fees and charges associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Polk County, and all other applicable governing entities having jurisdiction with respect to the same. Various portions of the Community are subject to street lighting districts including, without limitation, The Courtyards of Montelena.

16. Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County and/or TOHO, and their successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Solivita (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("**Non-Conforming Pavers**") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Master Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 16, then if not repaired by the County, Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 16.

17. Water Mains. In the event County or any of its subdivisions, agencies and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at

each affected Owner's expense as an Individual Assessment, if such expenses are not paid for by County or other entity.

18. Public Facilities. Solivita may include one or more facilities which may be open and available for the use of the general public. By way of example, there are several lift stations owned, operated and maintained by TOHO.

19. Site Plans and Plats. Solivita may be subject to one or more plats (each individually, a "**Plat**"). The Plat may identify some of the Common Areas within Solivita. The description of the Common Areas on a Plat is subject to change (contingent upon receipt of the appropriate plat approvals) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Master Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

20. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, Club Owner, the PCDD, the PWCDD, and their officers, directors, shareholders, and any related persons or corporations and their employees, successors and assigns from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

21. Use Restrictions. Each Owner must comply with the following:

21.1 Alterations and Additions. No material alteration, addition or modification to a Parcel, Lot or Home or other improvement or structure or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Master Declaration.

21.2 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, markers, memorials, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

21.3 Boating, Docks and Fishing. No gas powered boats and no jet skis shall be permitted on the waterbodies within Solivita. Sailboats no longer than twelve feet (12') are permitted in waterbodies within the Common Areas; however, no sailboats longer than twelve

feet (12') in length shall be permitted. Watercraft such as canoes and kayaks are permitted in waterbodies within the Common Areas. From time to time the Board may adopt Rules and Regulations permitting electric boats to be used on the waterbodies within the Common Areas within Solivita. No private docks are permitted without the prior written approval of the ACC. Fishing is permitted by Owners and their guests only. Boats must be stored in garages or outside of Solivita. Association may require that an Owner produce evidence of adequate liability insurance (as determined by Association) prior to allowing any Owner to place a boat in a waterbody within the Common Areas.

21.4 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement or restore or repair the Home as set forth in Section 25 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

21.5 Commercial Activity. No Owner may actively engage in any solicitations in person or by flyer or similar modality for commercial purposes within Solivita. No solicitors of a commercial nature shall be allowed within Solivita, without the prior written consent of Association. No garage or yard sales are permitted except as permitted by the Association. No day care center, group babysitting service or day care facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage or yard sales without the prior written consent of Developer. Subject to the provisions and restrictions in the Polk County Land Development Code Chapter 2 Ordinance No. 04-80 Home Occupations, as amended ("**County Home Occupation Ordinance**"), to the extent applicable, an Owner may maintain a home business within a Home in strict compliance with the County Home Occupation Ordinance. Notwithstanding the foregoing, in no way shall a home occupation cause a Nuisance as defined in this Master Declaration.

21.6 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Solivita. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN SOLIVITA AND THE RESIDENTIAL ATMOSPHERE THEREOF.

21.7 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

21.8 Cooking. No cooking shall be permitted in the Common Areas. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Solivita.

21.9 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Solivita without the prior written approval of the ACC. Notwithstanding the forgoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in a manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to an adjacent Home).

21.10 Disputes as to Use. If there is any dispute as to whether the use of any portion of Solivita complies with this Master Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by Developer or Association, as applicable, with respect to such dispute shall be final and binding on all persons concerned.

21.11 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. The maintenance of such systems and/or facilities within the Common Areas shall be the responsibility of Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

21.12 Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home including, without limitation, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

21.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

21.14 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed, except for perimeter areas screened by landscaping. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on the sides or rear of a Home shall be four (4) feet or less, made of black or bronze rail aluminum only.

21.15 Fuel Storage. No fuel storage shall be permitted within Solivita, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

21.16 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

21.17 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his/her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

21.18 General Use Restrictions. Each Home, the Common Areas and any portion of Solivita shall not be used in a manner contrary to the Association Documents, provided such restriction shall not apply to PCDD, PCDD Facilities, PWCDD and PWCDD Facilities.

21.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time

other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

21.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or waterbody may utilize the waterway or waterbody to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Developer and/or Association may use waterways, waterbodies and/or effluent to irrigate Common Areas subject to applicable permitting. Developer, Owners (if provided by Developer as part of original construction), Association, SFWMD and\or Club Owner, shall have the right to use one or more pumps to remove water from waterways and waterbodies for irrigation purposes at all times, subject to permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERWAYS AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and/or Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all time, subject to applicable permitting. No Owner shall be permitted to install an individual water well on his or her Lot.

21.21 Lake and Canal Slopes. Homes may border lakes and canals. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Lakes and canal slopes may be owned and maintained by the PWCDD or the PCDD. Each Owner hereby grants Association and/or PWCDD and/or PCDD an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section. All lakes within Solivita shall be maintained by PWCDD or PCDD as PWCDD Facilities or PCDD Facilities.

21.22 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

21.22.1 Association shall irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods.

21.22.2 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 21.14 herein, shall be maintained by Association. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

21.22.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Solivita, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, PCDD, or PWCDD, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

21.22.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

21.22.5 Association may designate one or more portions of the Common Areas for community gardens. The use of any community garden shall be governed by the Rules and Regulations.

21.23 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel. No clothes drying area may be placed in Solivita except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the clothes drying area shall not be placed within twenty-five (25') feet of the Lot's street side property line. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots or streets.

21.24 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Solivita. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Solivita shall be the same as the responsibility for maintenance and repair of the property concerned.

21.25 Lawn Maintenance Standards. The following maintenance standards (the "**Lawn Maintenance Standards**") apply to landscaping maintained by Association and/or Owners only if Association is denied access to fenced portions of Lots. Association shall not be responsible for maintenance of any landscaping installed by Owner with the permission of the ACC. Owner shall maintain any such additional landscaping at Owner's sole cost and expense in accordance with the following standards.

21.25.1 Trees. Trees are to be pruned as needed.

21.25.2 Shrubs. All shrubs are to be trimmed as needed.

21.25.3 Grass.

21.25.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

21.25.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed.

21.25.3.3 Dead Grass. Association shall be responsible to replace dead grass.

21.25.4 Mulch. Association shall replenish mulch once annually at a predetermined timeframe for all Homes.

21.25.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

21.25.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year.

21.25.7 Irrigation. Association shall be responsible to irrigate grass. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

21.25.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

21.25.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

21.25.10 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

21.25.11 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

21.25.12 Maintenance of Lots. No weeds, underbrush, dead or dying trees and landscape materials, or other unsightly growths shall be permitted to grow or remain on any Lot, and no refuse, trash, junk or other unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. To the extent not provided by Association, all lawns shall be neatly edged and all landscaping material shall be maintained in good and living condition at all times. "**Good and Living Condition**" for the landscaping material shall mean the proper irrigation, fertilizing, grooming and trimming thereof and the replacement of dead, diseased and/or missing landscaping material with the material of the same species, height, width, and quality as the remaining landscaping material on the applicable Lot, unless a variation is approved in writing by the ACC. Failure by an Owner to maintain the landscaping as required herein and/or to keep the Lot free of weeds, underbrush, dead or dying trees, unsightly growths, refuse, trash, junk or other unsightly objects, shall be cause for Association to enter upon the Lot to maintain such landscaping and/or to remove such objectionable material and (i) such entry shall not be deemed a trespass; and (ii) the disposal of removed material shall not be deemed a conversion. Any costs incurred by Association shall be borne by Owner as an Individual Assessment and shall be due and payable within fifteen (15) days after written request from Association for payment.

21.26 Leases. Homes 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 Home. Individual rooms of a Home may not be leased on any basis. No transient Lessees may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes not comprising part of a Multi-Family Rental Building shall be provided to and approved by Association. Leases of Homes forming a part of a Multi-Family Rental Building shall not be submitted to Association unless Association reasonably requests a copy of the same from the Owner of a Multi-Family Rental Building in connection with the enforcement of this Master Declaration or Rules and Regulations. No Home, other than Homes within a Multi-Family Rental Building, may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the Lessee or occupants copies of the Association Documents.

21.27 Lot Lights. Lighting, if any, installed within the perimeter of a Lot shall be maintained in good working order and replaced by the Owner of such Lot. All lighting must have the prior written approval of the ACC.

21.28 Minors' Use of Facilities. Persons who are not eighteen (18) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her Home. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors.

21.29 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Solivita is permitted. No firearms or fireworks shall be discharged within Solivita. Nuisance shall include, without limitation, the playing of loud music or the gathering in front of Homes or Common Areas by any Owner or permitted occupant, his or her immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Solivita, including a Home or Lot which will increase the rate of insurance to be paid by Association.

21.30 Paint. Homes shall be repainted at least once every seven (7) years or more often, as needed as determined by the ACC, but in any event within forty-five (45) days of notice by the ACC.

21.31 Parking. Owners' automobiles shall be parked in the garage or driveway. Each Home will contain its own garage. On-street parking will be permitted for passenger cars and commercial vehicles only during daylight hours. Golf carts shall be parked only in the garage of a Home. No vehicle (i) without valid registration or (ii) which cannot operate on its own power shall remain on Solivita for more than twelve (12) hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Solivita, except in the garage of a Home. No "commercial vehicle" (as such term is defined in the city or County Code in effect on the date of recordation of this Master Declaration): (i) shall be permitted to be parked in Solivita for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Home or other improvements in Solivita or (ii) shall be permitted to be parked overnight or stored in Solivita unless fully enclosed within a garage. No recreational vehicle of any kind shall be parked overnight in Solivita, and no boats, boat trailers, trailers of any kind, campers, motor homes, mobile homes or buses shall be permitted to be parked in Solivita unless kept fully enclosed within a garage; provided, however, from time to time Association may allow Owners to store such items on designated portions of the Common Areas in return for the payment of a license fee. No vehicle shall be used as a domicile or residence, either temporary or permanent.

21.32 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of Solivita which is unsightly or which interferes with the comfort and convenience of others.

21.33 Pets and Animals. Three (3) commonly accepted household pets such as dogs and cats may be kept. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. No household pets over one hundred (100) pounds are permitted. Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Animals, fowl and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by Association in its sole discretion. No animals shall be raised, bred or kept within Solivita for commercial purposes. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash

which shall not exceed twenty (20) feet. No pet shall be permitted outside a Home except on a leash or in the fenced portion of a yard. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall urinate and defecate in the "pet walking" areas within Solivita designated for such purpose, if any, or on that Owner's Home. The person walking the pet of the Owner shall clean up all matter created by that pet. Each Owner shall be responsible for the activities of his/her pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

21.34 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Master Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides or platforms shall be permitted without ACC approval. Above-ground spas shall be permitted within Solivita upon approval of the ACC as set forth in this Master Declaration and only if the spas are located within an enclosed area, such as, a courtyard, screened enclosure or walled enclosure.

21.35 Removal of Soil. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Solivita or change the level of the land within Solivita, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Solivita. Owners may not place additional plants, shrubs or trees within any portion of Solivita without the prior approval of the ACC.

21.36 Rights to Stormwater Runoff, Effluent and Water Reclamation. By conveyance of a Home within Solivita, each Owner understands and irrevocably consents to the possibility of irrigation of the Common Areas, other areas within Solivita and adjacent areas, with treated effluent, provided that the effluent emanates from an approved treatment plant with an operating permit from the appropriate governmental agencies. Developer, its agents, successors and/or assigns, shall have the exclusive right to develop and utilize the ground and surface water resources of Solivita for any legal purpose, including the distribution and use of such water beyond Solivita. Such right shall include an easement over Solivita for access and for installation and maintenance of facilities and equipment to capture and transport ground water, surface water and storm water runoff. The conveyance of any Home to an Owner by Developer does not include the right to develop or utilize the ground, surface or storm water resources within such Home. Developer or its designee may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside Solivita and may require Owners and occupants of Homes to participate in such programs to the extent reasonably practical. No Owner or occupant shall have any right to compensation for water claimed or reclaimed from his or her Home. Additionally, the Board may establish restrictions on or

prohibit outside use of potable water within Solivita. A non-exclusive easement is hereby created over Solivita in favor of Association for overspray of water from any irrigation system serving the Common Areas. Association may use treated effluent in the irrigation of any Common Areas. Association shall not be held liable for any damage or injury resulting from such overspray or the exercise of this easement. This Section may not be amended without the consent of Developer, and the rights created in this Section shall survive the termination of this Master Declaration.

21.37 Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC, as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing, sidewalk pressure cleaning or roof repair and may collect the costs thereof as part of operating Costs or Reserves.

21.38 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required in this Master Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the welfare of the residents of Solivita. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install without ACC approval Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

21.39 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

21.40 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

21.41 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any portion of Solivita that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Master Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards); and further provided that not signs posted by the PCDD or the PWCDD shall be subject tot his section. "For Sale" and "For Rent" signs must

be approved by the ACC prior to displaying the sign at the Home; limit one (1) sign per Home; and signs shall be displayed in the window of a Home only. Political campaign signs must be approved by the ACC prior to displaying the sign at the Home. Each Home may display one (1) political campaign sign in a window of the Home and such sign must be removed the week after the campaign is concluded. No lawn ornament, fountain, solar equipment, artificial vegetation, shall be placed in or upon any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Master Declaration. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Solivita, unless written approval of the ACC is obtained. Notwithstanding the foregoing, no ACC approval is required for the installation of one portable, removable United States of America flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, Owners may display, in a respectful manner, portable, removable official flags, not larger than 4 and one-half (4 ½') feet by 6 feet (6'), which represent the United States Army, Navy, Air Force, Marine Corps, Coast Guard or a POW-MIA flag. In addition, notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty-five (45) degree angle from the Home. After ACC approval, a free standing flagpole may be installed on a Lot, if permitted by Chapter 720.

21.42 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Solivita without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home when not in use. No play courts, game courts or tennis courts are permitted within Lots.

21.43 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Master Declaration; provided however that the PCDD and the PWCDD shall not be subject to this Section. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.

21.44 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Solivita, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

21.45 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Solivita or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled

gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

21.46 Surface Water Management System. Association acknowledges that the Surface Water Management System within the Common Areas will be owned by Association. The duty of maintenance of the Common Areas expressly includes, without limitation, the duty to operate, maintain, and repair the Surface Water Management System. The costs of the operation and maintenance of the Surface Water Management System within a Common Area is part of Operating Costs and each Owner shall pay Assessments which shall include a pro rata share of such costs. No structure of any kind shall be constructed or erected, nor shall any Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the ditches, canals, channels, lakes, retention areas, ponds or other water bodies reserved for, or intended by Developer to be reserved for, drainage ways or for the accumulation of runoff waters, as reflected in any permits, or Plat, without the specific written consent of Association and Developer. An Owner or Neighborhood Association shall not deny or prevent ingress and egress by Developer, Association, PCDD, PWCDD or other governmental agencies to such drainage areas for maintenance or landscape purposes.

21.47 Swimming Prohibited. Swimming in the waterbodies within Solivita is prohibited.

21.48 Use of Homes. Each Home is restricted to residential use as a residence by the Owner, his or her Immediate Family Members, guests, Lessees and invitees.

21.49 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would, in the opinion of the ACC, create a traffic problem.

21.50 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

21.51 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

21.52 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

21.53 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no tinting (except for non-reflective tinting which is required to be approved by the ACC prior to installation), newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

22. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Solivita for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Solivita part of the Common Areas. In addition, the Common Areas of Solivita may include decorative improvements, berms, waterfalls, and waterbodies. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. Sales brochures, site plans, and marketing materials are not guarantees or representations as to what facilities, if any, will be included within the Common Areas.

23. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footing and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home

24. Insurance.

24.1 Association. Association shall maintain the following insurance coverage:

24.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("**NFIP**"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

24.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

24.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

24.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

24.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

24.2 Homes. Each Owner shall be required to obtain and maintain adequate property insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Master Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

25. Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Master Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

25.1 Paired Residence Buildings. All insurance maintained by an Owner pursuant to Section 24.2 hereof respecting a Paired Residence shall name Association as an additional insured and as loss payee. At any time, Association may, but shall not be obligated to, obtain

and maintain insurance on the Paired Residences on a bulk basis. The cost of which shall be Courtyards Expenses. Paired Residences are separated by Party Walls but form part of a Paired Residences Building. The Association shall be responsible for performing, in a timely manner, any Required Repair or Required Demolition to any Paired Residence damaged or destroyed including, without limitation, hiring architects, engineers, general contractors and subcontractors, supervising the same and obtaining permits and governmental approvals. All costs and expenses associated with such Required Repair or Required Demolition shall be paid from the insurance proceeds payable to the Association in connection with such damage or destruction. Any shortfall in insurance proceeds payable to the Association, the cost of any insurance deductible, and any other costs and expenses not paid by the insurance proceeds shall be paid as follows:

25.1.1 Mechanical Failure. If a Paired Residence is damaged or destroyed due to a mechanical failure in the Paired Residences Building, which failure is **not** the result of the Owner's failure to properly maintain the Paired Residence or the negligence of the Owner, then the amount of any shortfall in insurance proceeds payable to the Association as a result of such repair or damage, the cost of any insurance deductible, and any other costs and expenses not paid by insurance proceeds shall be shared equally by each Paired Residence within the Paired Residences Building, and the Association shall levy a Special Assessment against the Owners of such Paired Residence for any shortfall. In the event of damage or destruction of a Paired Residence due to a mechanical failure as set forth in the preceding sentence, the Owner of the Paired Residence shall relocate from the Paired Residence and store such Owner's personal property prior to and during any Required Repair or Required Demolition.

25.1.2 Acts of God. If a Paired Residence is damaged or destroyed due to an act of God, then the amount of any shortfall in insurance proceeds payable to the Association as a result of such repair or damage, the cost of any insurance deductible, and any other costs and expenses not paid by insurance proceeds shall be paid by Owner of the Paired Residence so damaged or destroyed, and the Association shall levy a Special Assessment against the Owner of such Paired Residence for any shortfall. In the event of damage or destruction of a Paired Residence due to an act of God, the Owner of the Paired Residence shall relocate from the Paired Residence and store such Owner's personal property prior to and during any Required Repair or Required Demolition.

25.1.3 Lanai or Patio. No lanai or patio that is a part of a Paired Residence can be expanded, reduced in size or relocated to any different location within the Lot.

25.2 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Solivita.

25.3 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its respective Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home, subject to approved modifications. Association shall have

the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount may be sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

25.4 Association Has No Liability. Notwithstanding anything to the contrary of this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

25.5 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

25.5.1 The bonds shall name Association as an obligee.

25.5.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

25.5.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

25.5.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

25.6 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association, and to execute and deliver releases upon the payment of claims.

25.7 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.

25.8 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or

as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

25.9 Additional Insured. Developer, Club Owner and their respective Lender(s), if any, shall be named as additional insured on all policies obtained by Association, as their interests may appear.

25.10 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs

26. Property Rights.

26.1 Owners' Easement of Enjoyment. Every Owner and Lessee, and his or her Immediate Family Members, Lessees, guests, invitees and every owner of an interest in Solivita shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which he or she is entitled to use for their intended purpose, subject to the following provisions:

26.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Master Declaration, as amended.

26.1.2 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

26.1.3 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, his or her immediate family, etc, for any period during which any Assessment against that Owner remains unpaid.

26.1.4 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior written consent of the Club Owner, provided however that transfers to the PCDD or the PWCDD shall not require such consent.

26.1.5 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access for ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

26.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Master Declaration.

26.1.7 The rights of Developer and/or Association and/or Club Owner regarding Solivita as reserved in this Master Declaration, including the right to utilize the same and to grant use rights, etc. to others.

26.1.8 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

26.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

26.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and directly across sidewalks, paths, walkways, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

26.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Solivita as may be required in connection with the development of Solivita, the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Solivita, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Solivita for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer or Club Owner be obligated to pay any amount to Association on account of Developer's and Club Owner's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes and for the leasing of Homes within Multi-Family Rental Buildings. Further, Developer and its affiliates may market other residences and commercial properties located outside of Solivita from Developer's sales facilities located within Solivita. Developer has the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth this Master Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and

easements. Without limiting any other provision of this Master Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

26.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Solivita.

26.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club to occupants or lessees of that Owner's Home subject to the provisions of this Master Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

26.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

26.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Solivita (including Lots, Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

26.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Solivita (including Homes, Lots, Parcels and the Club) for the reasonable and necessary maintenance of Common Areas, PCDD Facilities, PWCDD Facilities, Club, utilities, cables, wires and other similar facilities.

26.9 Drainage Easement. A non-exclusive easement shall exist in favor of Developer, SFWMD, Club Owner, PCDD, PWCDD, Association, and their designees, and any other applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Solivita over, across and upon Solivita for drainage, irrigation and water management purposes. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties to enter upon and over any portion of Solivita (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or

irrigation of Solivita and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Solivita and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Master Declaration. Notwithstanding the foregoing, a non-exclusive easement shall exist over, across and upon Solivita for property adjacent to Solivita for the purpose of surface water flow and surface storm water management.

26.10 Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and any other portions of Solivita necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, all members of the Club and all licensees of the Club (including non-property owners) shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise). This Section may not be amended or revoked without the prior written consent of Club Owner, which consent may be granted or denied in its sole and absolute discretion.

26.11 Golf Easements. A non-exclusive easement shall exist in favor of the Golf Owner and its respective designees, invitees, guests, agents, employees, golf players and members over and upon the Common Areas and portions of Solivita necessary for ingress, egress, access to, construction, maintenance and/or repair of the Golf Course. Golf Owner, employees, agents, invitees, guests, any manager of the Golf Course, and all members of the Golf Course shall be given access to the Golf Course on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise).

26.12 Waterbodies. It is the responsibility of Association to maintain any Common Areas that borders on waterbodies or canals. Erosion of slopes and banks is possible due to drainage or roof culvert outfalls and runoff can affect the integrity of the lake or canal bank. Each such Owner shall ensure that banks and slopes of canals and waterbodies that lie within a Lot remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed.

26.13 Easement in Favor of Association. Association is hereby granted an easement over all of Solivita, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, lakes, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

26.14 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

26.15 Easement for Errant Golf Balls. Non-specific easements are created for the benefit of users of the Golf Course over Homes, Common Areas, Neighborhood common areas and other properties adjacent to the Golf Course, to permit every reasonable act necessary and appropriate to playing golf. These easements include, without limitation, the flight of golf balls over Homes and the Common Areas, the landing of golf balls, the use of necessary golf carts and maintenance equipment and the usual common noises created by playing golf and maintaining

the Golf Course. Developer and its affiliates, Builders, Association, and each Neighborhood Association shall not be liable or responsible for disputes between an Owner and any person using the course. All Owners, by acceptance of delivery of a deed to a Home or unimproved Lot will assume all risks associated with errant golf balls, and agree and covenant not to make any claim or institute any action against the Developer and its affiliates, Association, Builders, Neighborhood Associations, or the owner of any golf course adjacent to or in the general vicinity of Solivita arising or resulting from any errant golf balls or damages caused thereby.

27. Club Plan. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Plan which is incorporated herein by reference. Although the Club Plan is an exhibit to this Master Declaration, the Association Documents are subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and the Association Documents, the Club Plan shall control.

28. Assessments.

28.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "**Assessments**"). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. For the purposes of Assessments payable by a Builder, each Parcel shall be deemed to contain the number of Homes which can be built on such Parcel, as determined by Developer in its sole and absolute discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g. Telecommunications Services), Builders shall not be required to pay for the same. Club Owner, as a member of Association, shall be obligated to pay a nominal Assessment of One Dollar ($1) per year to Association.

28.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of Solivita, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including, but not limited to, the following categories of Assessments as and when levied and deemed payable by the Board and as otherwise provided in this Master Declaration:

28.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Monthly Assessments**");

28.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "**Special Assessments**");

28.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Use Fees**");

28.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes and for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas. To the extent permitted by applicable law, at such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Once established, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. Except as may otherwise be provided by applicable law, until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

28.2.5 Assessments for which one or more Owners (but less than all Owners) within Solivita is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Master Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his or her Home (other than those portions of a Home maintained by Association) or a lake or canal slope or bank in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Master Declaration. Such entrance shall not be deemed a trespass. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Solivita that Association perform any other obligation of an Owner under this Master Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

28.2.6 Assessments relating to Association Club Debt ("**Debt Service Club Assessments**") shall be assessed to each Home on a proportional basis established by the Membership Fee applicable to such Home under the Club Plan on the debt that Association closes on the purchase of the Club. The lien for Debt Service Club Assessments may be foreclosed in the same manner as any other Assessment.

28.3 Association Option. Notwithstanding the foregoing, Association may require that an Owner (or all Owners) pay Monthly Assessments on a monthly basis or other basis based on prior payment history or other financial concerns, in Association's sole discretion.

28.4 Club Dues. As provided in the Club Plan, Club Owner shall have the right, at its sole option, to require that Association enforce Club Owner's lien to collect Club Dues. In the event that Association shall receive a partial payment in any month of Assessments and Club Dues from a particular Owner, the payment from such Owner shall be first allocated to the payment of Club Membership Fees, then to the payment of Club Expenses, and then to the payment of Assessments. Association shall provide the Club Owner each month with a list of all Owners that did not remit Club Dues to Association for the prior month. Such list shall include the Owner's name, Home description, and the amount not remitted for the prior month, and the total amount of Club Dues not remitted by such Owner to date.

28.5 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

28.6 Allocation of Operating Costs. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

28.6.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his or her pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Solivita conveyed to Owners as of the immediately preceding September 30th or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Further, for the purposes of determining the total number of Homes subject to Assessments, each Home owned by the Owner of a Multi-Family Rental Building shall be included in the total.

28.6.2 In the event Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in

Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein.

28.6.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

28.7 General Expenses Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding the foregoing, the Board may decide to assess Owners at different rates based on the size of the Home or other factors as may be determined by the Board from time to time. By way of example and not of limitation, if Association provides lawn maintenance, the Board may elect annually to charge each Home equal Assessments for such lawn service, or base such Assessments on the size of the Lot upon which the Home lies, base it on the size of the Home, or allocate such Assessments on any other reasonable basis adopted by the Board. The rate of Assessments shall be set forth in an amendment to this Master Declaration recorded in the Public Records and adopted by the Board at a Board meeting.

28.8 Courtyards Expenses. In addition to Monthly Assessments, Special Assessments, Reserves and other expenses payable by an Owner pursuant to this Master Declaration, each Owner of a Paired Residence in The Courtyards at Montelena shall pay his or her pro rata portion of the Courtyards Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Paired Residences in The Courtyards at Montelena conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. An Owner's pro rata portion of the Courtyards Expenses is an Individual Assessment under this Master Declaration. The term "**Courtyards Expenses**" shall include all costs and expenses associated with the following:

28.8.1 Painting. Association shall repaint each Paired Residence Buildings every seven (7) years or more often, as needed, but in any event in a timely manner upon notice by the ACC.

28.8.2 Pressure Cleaning. Association shall pressure clean each Paired Residence Buildings once per year.

28.9 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

28.10 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of conveyance of title of a Lot or Parcel to such Builder. Notwithstanding the foregoing, each Home in a Multi-Family Rental

Building is subject to Assessments upon the issuance of a final or temporary Certificate of Completion for such Home.

28.11 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Except as may be otherwise provided by applicable law, prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all income received by Association or (ii) to pay Monthly Assessments on Homes or Lots owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Except as may otherwise be provided by applicable law, Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted (to the extent permitted by applicable law), (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole discretion, except as prohibited by law. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

28.12 Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Master Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Master Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES); THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. Budgets do not take into account inflation. Because there is no history of operation, it is impossible to predict actual expenses once Association begins operation. It is not intended that you rely on any budget in electing to purchase a Home. Projections in the initial budget are an effort to provide some information regarding future operating costs.

28.13 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

28.13.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section

720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

28.13.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

28.13.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

28.14 Association Initial Expense Fund. Association has established a capital fund for the operation of Association (the "**Association Initial Expense Fund**"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount determined by Developer from time to time. Owners of Multi-Family Rental Buildings shall not be required to contribute to Association Initial Expense Fund. There shall be collected from each Builder that purchases a Parcel from Developer at the time of conveyance of each Parcel an amount determined by Developer from time to time for each Home which Developer determines can be built on such Parcel. At the time that such Builder conveys a Home to an Owner, such Owner shall reimburse such Builder for the amount paid to Association Initial Expense Fund by such Builder for the Home. Each Owner's share of Association Initial Expense Fund shall be transferred to Association immediately after the closing of the Home. Association Initial Expense Fund shall be used to reduce the deficit that might otherwise be funded by Developer or for any other purposes deemed appropriate by Developer and/or Association. Without limiting the foregoing, no portion of Association Initial Expense Fund shall be used for the payment of legal fees or litigation expenses. To the extent of any deficiencies in the Common Areas, Association shall use Association Initial Expense Fund to remedy such deficiencies before making any claim against Developer. Moreover, the total amount of such funds and interest accrued thereon, if any, shall be a set-off against any amounts payable by Developer to Association. Amounts paid into Association Initial Expense Fund are not to be considered as advance payment of Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to Association Initial Expense Fund. Association Initial Expense Fund shall be used for any purposes deemed appropriate by Developer and/or Association.

28.15 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments and Club Dues due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid

and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

28.16 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Master Declaration.

28.17 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but the priority of the lien shall relate back to the date that the original version of this Master Declaration was recorded, which was August 10, 2000. Notwithstanding the foregoing, Association may not file a claim of lien against a Home for unpaid Assessments unless a written notice of demand for past due Assessments has been made by Association, which notice must comply with Section 720.3085 of the Florida Statutes, as such section may be amended or renumbered from time to time, as long as it may exist. Without limiting the foregoing, the claim of lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. An Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however, that: (i) such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner, and (ii) the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Home by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title is limited to the extent specifically set forth in Section 28.18.

28.18 Subordination of the Lien to Mortgages and Club Dues.

28.18.1 The lien for Assessments shall be subordinate to: (i) Liens by the PCDD and the PWCDD, (ii) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the claim of lien, and (iii) to Club Dues as further provided in this Section 28.18. The lien for Assessments shall be a lien superior to all

other liens save and except tax liens and mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to (i) a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, or (ii) a lien for Club Dues.

28.18.2 Notwithstanding anything to the contrary contained in this Master Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Home by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be limited to the maximum amount permitted by Section 720.3085 of the Florida Statutes, as such section may be amended or renumbered from time to time, as long as it may exist. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

28.18.3 In the event of a sale pursuant to a lien for Club Dues, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer except as otherwise expressly provided by law.

28.18.4 Any unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise), or a lien for Club Dues, shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

28.19 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

28.20 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of $25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an

action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Any payment of past due Assessments received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collection the Assessment(s). No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

28.21 Exemption. Notwithstanding anything to the contrary herein, and except as otherwise expressly provided herein, Developer and Club Owner shall not be responsible for any Assessments of any nature or any portion of Operating Costs. Except as may otherwise be provided by applicable law, Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 28.11 herein. In addition, the Developer, prior to the Community Completion Date, and thereafter the Board shall have the right to exempt any portion of Solivita subject to this Master Declaration from the Assessments, provided that such portion of Solivita exempted is used (and as long as it is used) for any of the following purposes:

28.21.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

28.21.2 Any real property interest held by a Telecommunications Provider under this Master Declaration;

28.21.3 Common Areas or property (other than a Home) owned by a Neighborhood Association;

28.21.4 Any of Solivita exempted from ad valorem taxation by the laws of the State of Florida; and

28.21.5 Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which Solivita is a part.

28.22 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies including, but not limited to, recovery of attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from

Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus three percent (3%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy.

28.23 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, Club Owner and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

28.24 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

28.25 Transfer Fee. Association has established a Transfer Fee ("**Transfer Fee**"). There shall be collected upon every conveyance of ownership interest in a Home by an Owner other than Developer or a Builder an amount of two hundred fifty dollars ($250.00) payable to Association. The Transfer Fee shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of Transfer Fee and the manner of payment may be changed by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

29. Information to Lenders and Owners.

29.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

29.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

29.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

29.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

29.3.2 Any delinquency in the payment of Assessments or Club Dues owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

29.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

29.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

30. Architectural Control.

30.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Solivita. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall have no authority over the PCDD, PCDD Facilities, the PWCDD, and PWCDD Facilities.

30.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

30.3 General Plan. It is the intent of this Master Declaration to create a general plan and scheme of development of Solivita. Accordingly, the ACC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within Solivita by Owners other than Developer or Club Owner. The ACC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Community Standards and such other published guidelines and standards as may be adopted by the ACC from time to time. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Community Standards, shall require the consent of Developer, which may be granted or denied in its sole discretion.

30.4 Development Plan. Developer has established an overall Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Development Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS

RESPECTING SOLIVITA. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW SOLIVITA WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

30.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously approved and constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval may be granted in its sole discretion.

30.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Meetings of the ACC shall be open to all members of Association.

30.7 Power and Duties of the ACC. The ACC shall have the right and authority to review and approve and disapprove plans and specifications for the exterior design, landscaping, location, size, type or appearance of any proposed Home, structure or other improvement on a Lot or Parcel. No structures or improvements shall be constructed on any portion of Solivita, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Solivita, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

30.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

30.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

30.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

30.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

30.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

30.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

30.8.6 Upon disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

30.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC, including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ACC shall have no right to approve any changes to a Home not visible from the exterior of Home.

30.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Master Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, neither Association nor the ACC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in this Master Declaration or the Community Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in this Master Declaration or in the Community Standards on any other occasion.

30.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

30.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

30.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Solivita shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Solivita shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Solivita and no construction materials shall be stored in Solivita subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Solivita or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail in any regard to comply with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

30.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person) of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Solivita as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

30.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or

Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Solivita.

30.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Solivita. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Solivita and each Owner shall include the same therein.

30.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Solivita at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Master Declaration or the Community Standards.

30.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, incurred by Association and/or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Master Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Master Declaration and the Community Standards, by any legal or equitable remedy.

30.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, in connection therewith.

30.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Master Declaration and that the Home is subject to further enforcement remedies.

30.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of

Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 30.13 herein.

30.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder, or Club Owner, or their nominees including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

30.19 Exculpation. The ACC's rights of review and approval or disapproval of plans and other submissions under this Master Declaration are intended solely for the benefit of the ACC and Association. Neither the ACC, the Association, the Developer, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by the submission of the same, and any Owner, by acquiring title to a Home, agrees not to seek damages from the Developer, the ACC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ACC's review of any plans or other submissions under this Master Declaration except as otherwise expressly provided by Section 720.3035. Without limiting the generality of the foregoing, the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters. Further, each Owner agrees to indemnify and hold Developer, Association and the ACC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pretrial and at all levels of proceedings, including appeals), arising out of any review of plans by the ACC under this Master Declaration except as otherwise expressly prohibited by law.

31. Party Walls.

31.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence or willful acts or omissions shall apply to all Party Walls within Solivita which are built by Developer as part of the original construction of the Paired Residences and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party

Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Master Declaration.

31.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

31.2.1 Generally. Repair, maintenance or replacement of a Party Wall shall be performed by Association.

31.2.2 Special Assessment. Except as provided in Section 25.1 hereof, the cost of repair, maintenance and replacement of Party Walls shall be shared equally by the Owners of the Paired Residence sharing such Party Walls and shall be imposed by Special Assessment to such Owners, without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

31.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall and after obtaining written approval of the ACC to do so.

31.4 Weatherproofing. Notwithstanding any other provisions of this Master Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

31.5 Easements. Association and each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

32. Party Roofs.

32.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within Solivita which are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Paired Residence, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Master Declaration.

32.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

32.2.1 Generally. Repair, maintenance or replacement of a Party Roof shall be performed by Association.

32.2.2 Special Assessment. Except as provided in Section 25.1 hereof, the cost of reasonable repair, maintenance and replacement of a Party Roof shall be shared equally by the Owners of the Paired Residences in the Paired Residences Building sharing such Party Roof and shall be imposed by Special Assessment to such Owners, without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

32.3 Alterations. Subject to applicable building codes, the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations, additions or structural changes in the Party Roof without the joint agreement of all of the Owners sharing the Party Roof in the Paired Residences Building and after obtaining written approval of the ACC to do so.

32.4 Easements. Each Owner sharing a Party Roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Roof.

33. Zero Lot Line Homes.

33.1 Easement for Zero Lot Line Wall Maintenance. Maintenance of a Zero Lot Line Wall shall be the obligation of the Owner of the Zero Lot Line Wall. Developer hereby grants to each Owner of a Zero Lot Line Wall a maintenance easement over the Home adjacent to the Zero Lot Line Wall for the maintenance of the Zero Lot Line Wall and any wing wall attached thereto and for ingress and egress to the Zero Lot Line Wall and wing wall. The easement shall be four (4) feet in width, shall be immediately contiguous to the Zero Lot Line Wall, and shall run the length of the Home on which the easement exists. No improvements of any kind shall be constructed in the easement area which would block access to the Zero Lot Line Wall and wing wall, if any, or which would in any way interfere with the ability of an Owner of a Zero Lot Line Wall to maintain the Zero Lot Line Wall and wing wall. Notwithstanding the foregoing, Developer may construct a connecting wall across the easement area; provided, however, that the Owner of a Zero Lot Line Wall shall have access at all reasonable times to the easement area. In the event that there is any question about when access under the easement created by this Section is reasonable, Association's determination shall be final. In the event that the Owner of a Zero Lot Line Wall damages the adjacent Home subject to the foregoing maintenance easement, the Owner of the Zero Lot Line Wall shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the damaged Home to effect such repair, and the cost thereof shall be charged to the Owner of the Zero Lot Line Wall as an Individual Assessment, which shall be the maintenance responsibility of Owner of the Zero Lot Line Wall.

33.2 Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the Owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does

not extend to the top of the wall which faces skyward, which shall be the maintenance obligation of the Owner of the Zero Lot Line Wall.

33.3 No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall nor shall any Owner make any structural changes in a Zero Lot Line Wall, including, but not limited to, change of paint color, without the express written approval of the ACC.

33.4 Damage by Owner of Adjacent Home. In the event that a Zero Lot Line Wall is damaged by the Owner of an adjacent Home, the Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner and in accordance with the standards established by the ACC. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

33.5 Construction Easement. Developer reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Developer and Developer's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

34. Owners Liability.

34.1 Loop System Irrigation. Some or all of the Common Areas may receive irrigation pursuant to a loop system. Owners shall not make any alterations or improvements to a Home that in any way that adversely affects the loop irrigation system. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same.

34.2 Violations. Should any Owner do any of the following:

34.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Master Declaration including, without limitation, any provision(s) herein benefiting the SFWMD; or

34.2.2 Cause any damage to any improvement or Common Areas or Club; or

34.2.3 Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Plan; or

34.2.4 Undertake unauthorized improvements or modifications to a Home, the Common Areas or the Club; or

34.2.5 Impede Developer or Club Owner from proceeding with or completing the development of Solivita or Club, as the case may be, then Developer, Association and/or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

34.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Master Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

34.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

34.3.2 Commence an action to recover damages; and/or

34.3.3 Take any and all action reasonably necessary to correct the violation or breach.

34.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

34.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Master Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

34.6 Rights Cumulative. All rights, remedies, and privileges granted to SFWMD, Developer, Club Owner, PCDD, PWCDD, Association, and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Master Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

34.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Master Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners, Club Owner and/or Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Master Declaration or

Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Master Declaration or the Community Standards.

34.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Master Declaration including, without limitation, those provisions benefiting the SFWMD.

34.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

34.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, Lessee, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

34.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, Lessee, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, Lessee, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

34.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of $100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, Lessee, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

35. Additional Rights of Developer.

35.1 Sales Office and Administrative Offices. For so long as Developer and its assigns owns any property in Solivita, is affected by this Master Declaration, or maintains a sales office or administrative office within Solivita, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development

of Solivita and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Solivita. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Solivita, including Common Areas and the Club, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas and the Club to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting the foregoing, Developer shall have the right, but not the obligation to maintain an office within Solivita for administrative purposes including, without limitation, covering warranty work, for up to one (1) year after the Community Completion Date. Without limiting any other provision of this Master Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

35.2 Modification. The development and marketing of Solivita will continue as deemed appropriate in Developer's sole discretion, and nothing in this Master Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Solivita to, as an example and not a limitation, amend a Plat and/or the Development Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents, joinders and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

35.3 Promotional Events. Developer, Builder, and its assigns shall have the right, at any time, to hold marketing, and/or promotional events within Solivita and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Solivita and Homes in advertisements and other media by making reference to Solivita, including, but not limited to, pictures or drawings of Solivita, the Club, Common Areas, Lots and Homes constructed in Solivita. All logos, trademarks, and designs used in connection with Solivita are the property of Developer and/or its affiliates, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Master Declaration, Developer may assign its rights hereunder, to each Builder.

35.4 Use by Prospective Purchasers. Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers, Builders and the like of Homes, or other properties owned by Developer outside of Solivita.

35.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

35.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("**Manager**") for management of Association and the Common Areas.

35.7 Commercial Uses. Developer may designate portions of Solivita for commercial purposes including, but not limited to, bed and breakfast facilities and shopping centers.

35.8 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services, and other purposes over, under, upon and across Solivita so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Solivita. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

35.9 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Master Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right of Developer to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Dues.

35.10 Additional Development. If Developer withdraws portions of Solivita from the operation of this Master Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Master Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or Lessees of such other forms of housing or improvements, upon their creation, may share in the use of all or some of the Common Areas and/or Club and other facilities and/or

roadways which remain subject to this Master Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

35.11 Representations. Developer makes no representations concerning development within or outside the boundaries of Solivita including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Solivita or in Solivita or adjacent or near Solivita, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered other than any representations or contractual obligations set forth in a purchase and sale agreement respecting a Home.

36. Telecommunications Services.

36.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of Solivita. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Solivita as agreed, from time to time, between the Telecommunications Provider and Developer.

36.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of the Solivita pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Solivita for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Solivita for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Solivita, then the cost of the Telecommunications Services may be Operating Costs and shall be assessed as a part of the Assessments.

36.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association

the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wells Fargo Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Association.

37. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF SOLIVITA OR ANY TRANSPORTATION SERVICES PROVIDED PURSUANT TO THE CLUB PLAN, IF ANY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

37.1.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF SOLIVITA HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF SOLIVITA AND THE VALUE THEREOF; AND

37.1.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, POLK COUNTY, OR PREVENTS TORTIOUS ACTIVITIES; AND

37.1.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF SOLIVITA (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN

OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

38. Resolution of Disputes. **BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, OR THE CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.**

39. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS MASTER DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN POLK COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN POLK COUNTY, FLORIDA AND EACH HOME IS LOCATED IN POLK COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA, AS DETERMINED BY DEVELOPER AT THE TIME, IF EVER, THE NEED TO RESOLVE A DISPUTE ARISES. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA, IF EVER THE NEED TO RESOLVE A DISPUTE ARISES.

40. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS MASTER DECLARATION AND THE CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS MASTER DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING

EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS MASTER DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT SOLIVITA TO THIS MASTER DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS MASTER DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

41. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF SOLIVITA ARE HEREBY PLACED ON NOTICE THAT DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO SOLIVITA. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF SOLIVITA, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO SOLIVITA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF SOLIVITA HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

42. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

43. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option recorded in the Public Records.

44. Senior Housing Restrictions.

44.1 General. The Homes within Solivita are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 44 are intended to be consistent and are set forth in order to comply with the Federal Fair Housing Amendments Act, 42 U.S.C. §3601, et seq. (1988), and the exemption therefrom provided by the Housing for Older Persons Act of 1995, 42 U.S.C. §3607(b)(2)(c), (as may be amended from time to time, the "**Act**"). Developer or the Association shall have the power to amend this Section 44 without the consent of the Owners in order to make this Section 44 consistent with the Act, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, and any local ordinances regarding age restrictions, in order to maintain the intent and enforceability of this Section. The Association must ensure that at least 80% of the Homes shall be occupied by at least one person fifty-five (55) years of age or older per Home.

44.2 Restrictions on Occupancy.

44.2.1 Each occupied Home within Solivita shall at all times have as a permanent occupant therein at least one person who is fifty-five (55) years of age or older (the "**Qualifying Occupant**"); provided, in the event of the death of a person who was the sole Qualifying Occupant of a Home, the spouse of such Qualifying Occupant may continue to occupy the Home as long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy.

44.2.2 No persons who have yet to attain eighteen (18) years of age shall be permitted to reside in any Home within Solivita except as provided herein. Children under eighteen (18) years of age may be permitted to visit and temporarily reside in a home provided that such temporary residence shall not exceed thirty (30) days in any one calendar year. Only an Owner and his or her Immediate Family Members who are eighteen (18) years of age or older may permanently reside in a residence.

44.2.3 Any Owner may request in writing that the Board of Directors make an exception to the requirements of this Section 44 with respect to his or her Home, and the Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act still would be met.

44.2.4 Notwithstanding any provision of this Master Declaration to the contrary, the Board of Directors shall not allow any exception to the requirements of this Section 44 if the granting of such exception is, in the sole opinion of the Board of Directors, likely to result in less than eighty percent (80%) of the Homes being occupied by at least one person of the age of fifty-five (55) years or older. Further, the Board of Directors shall adopt such policies and procedures as it shall reasonably determine to be necessary to ensure that at least eighty

percent (80%) of the Homes shall be occupied by at least one person of the age of fifty-five (55) years or older.

44.3 Sale, Lease or Transfer. Nothing in this Section 44 is intended to restrict the ownership of or transfer of title to any Home; provided no Owner may occupy his or her Home unless the requirements of this Section 44 are met nor shall any Owner permit occupancy of the Home in violation of this Section 44. Owners shall be responsible for including the statement that the Homes within Solivita are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in conspicuous type in any lease, purchase and sale agreement, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the Lessee or purchaser. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older. Every lease of a Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

44.4 Change in Occupancy; Notification of Association. In the event of any proposed change in occupancy of any Home, as a result of a transfer of title, a lease or sublease, an assignment, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Owner of such Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed occupants of the Home and such other information as the Board may reasonably require to verify the age of each occupant. No voluntary change in occupancy shall occur without the prior approval of Association as provided in Association's Rules and Regulations. In the event an Owner fails to notify the Board and provide all required information and obtain Association approval: (i) prior to a voluntary change in occupancy, or (ii) within ten (10) days after an involuntary change in occupancy, the Association shall be authorized to levy monetary fines against the Owner and the Home for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupant continues to meet the requirements of this Section 44, in addition to all other remedies available to the Association under this Master Declaration. Any such fines shall be imposed in accordance with the requirements of this Master Declaration.

44.5 Monitoring Age Compliance by Association and Maintaining Age Records. Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with this Section 44 and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Association shall develop procedures for determining the occupancy of each Home. Association may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents containing birth date of comparable reliability. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section 44, including policies regarding visitors, updating of age records, granting of exemptions, and enforcement. The Association shall periodically distribute such policies, procedures and rules to Owners and make copies available to Owners and their tenants and mortgagees upon reasonable request.

44.6 Enforcement of Provisions. Association shall have the power and authority to enforce this Section 44 through all of the rights and remedies available to it pursuant to this Master Declaration and in any other legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which do not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and truthfully respond to any and all requests by Association for information regarding the occupancy of the Home which in the judgment of the Board are reasonably necessary to monitor compliance with this Section 44.

44.7 Hold Harmless by Owners. Each Owner shall be responsible for ensuring compliance of his or her Home with the requirements and restrictions of this Section and the rules of the Master Declaration adopted hereunder. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT OR HOME, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION AND THE DEVELOPER HARMLESS FROM ANY AND ALL CLAIMS, EXPENSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM THE FAILURE OF SUCH OWNER TO COMPLY WITH THIS SECTION 44.

45. General Provisions.

45.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby. The Board shall have no duty to sue any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring against any party. The Board shall not approve any contract with a contingency payment without the approval of the members.

45.2 Severability. Invalidation of any of the provisions of this Master Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Master Declaration shall remain in full force and effect.

45.3 Execution of Documents. Developer's plan of development for Solivita (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or Lot, to execute or otherwise join in any petition and/or other documents required in connection with the creation, expansion, contraction or

termination of a special taxing district or community development district relating to Solivita or any portion(s) thereof.

45.4 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Master Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

45.5 Florida Statutes. Whenever this Master Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Master Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

45.6 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home may be subject to the title documents and Plats and all amendments thereto recorded in the Public Records of Polk County, Florida which affect Solivita (collectively, the "**Title Documents**").

Developer's plan of development for Solivita may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

45.6.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

45.6.2 that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Master Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

45.7 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Master Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas is defective in any respect, Association shall give written notice to Developer

detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00 which Association and Developer agree is a fair and reasonable remedy. This Section shall not be amended, except by Developer.

46. Plan of Development. Developer reserves the right to change all plans and site plans for Solivita. Subject to the Title Documents, Developer may wish and has the right to develop Solivita and adjacent property owned by Developer into residences, comprised of single detached estate homes, villas, coach homes, Paired Residences, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Solivita as finally developed.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto to set its hand and seal this 13th day of December, 2013.

**WITNESSES:**

Tami Delgado
Print Name: Tami Delgado

Kaye Burcherson
Print Name: Kaye Burcherson

**AVATAR PROPERTIES INC.,**
a Florida corporation

By: Anthony S. Iorio
Name: Anthony S. Iorio
Title: Vice President

STATE OF FLORIDA )
) SS.:
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 13th day of December, 2013 by Anthony S. Iorio as Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 7/26/2016

Kaye Burcheson
NOTARY PUBLIC, State of Florida
Print Name: Kaye Burcherson

KAYE BURCHENSON
MY COMMISSION # EE 220083
EXPIRES: July 26, 2016
Bonded Thru Budget Notary Services



WPB_ACTIVE 5390879.7

**JOINDER**
**SOLIVITA COMMUNITY ASSOCIATION, INC.**

SOLIVITA COMMUNITY ASSOCIATION, INC. does hereby join in the Amended and Restated Master Declaration for Solivita™ (the "**Master Declaration**") 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 only and does not apply to the effectiveness of the Master Declaration as Association has no right to approve the Master Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of December, 2013.

**WITNESSES:**

Tami Delgado
Print Name: Tami Delgado

Kaye Burchenson
Print Name: Kaye Burchenson

**SOLIVITA COMMUNITY ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: Anthony S. Iorio
Name: Anthony S. Iorio
Title: President

{SEAL}

STATE OF FLORIDA )
) SS.:
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 13th day of December 2013 by Anthony S. Iorio as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 7/26/2016

Kaye Burchenson
NOTARY PUBLIC, State of Florida
Print Name: Kaye Burchenson

KAYE BURCHENSON
MY COMMISSION # EE 220083
EXPIRES: July 26, 2016
Bonded Thru Budget Notary Services

**EXHIBIT 1**
**LEGAL DESCRIPTION OF SOLIVITA COMMUNITY**

All of the following plats as recorded in the Public Records of Polk County, Florida:

1. Solivita Phase 1, according to the plat thereof, as recorded in Plat Book 112 at Page 1;
2. Solivita Phase 1D, according to the plat thereof, as recorded in Plat Book 122 at Page 9;
3. Solivita Phase 1E, according to the plat thereof, as recorded in Plat Book 128 at Page 27;
4. Solivita Phase 1H, according to the plat thereof, as recorded in Plat Book 153 at Page 14;
5. Solivita Phase 2A, according to the plat thereof, as recorded in Plat Book 115 at Page 9;
6. Solivita Phase 2B, according to the plat thereof, as recorded in Plat Book 115 at Page 34;
7. Solivita Phase 2C, according to the plat thereof, as recorded in Plat Book 118 at Page 12;
8. Solivita Phase 2D, according to the plat thereof, as recorded in Plat Book 118 at Page 17;
9. Solivita Phase 3A, according to the plat thereof, as recorded in Plat Book 127 at Page 10;
10. Solivita Phase 3B, according to the plat thereof, as recorded in Plat Book 131 at Page 36;
11. Solivita Phase 4A, according to the plat thereof, as recorded in Plat Book 120 at Page 13;
12. Solivita Phase 4B, according to the plat thereof, as recorded in Plat Book 121 at Page 2;
13. Solivita Phase 4C Section 1, according to the plat thereof, as recorded in Plat Book 124 at Page 15;
14. Solivita Phase 4C Section 2, according to the plat thereof, as recorded in Plat Book 124 at Page 33;
15. Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1;
16. Solivita Phase 5F – Unit 1, according to the plat thereof, as recorded in Plat Book 154 at Page 1;
17. Solivita Phase 6A, according to the plat thereof, as recorded in Plat Book 131 at Page 30;
18. Solivita Phase 6B, according to the plat thereof, as recorded in Plat Book 133 at Page 14;
19. Solivita Phase 7A, according to the plat thereof, as recorded in Plat Book 134 at Page 20;

20. Solivita Phase 7B1, according to the plat thereof, as recorded in Plat Book 136 at Page 14;

21. Solivita Phase 7B2, according to the plat thereof, as recorded in Plat Book 136 at Page 39;

22. Solivita Phase 7C, according to the plat thereof, as recorded in Plat Book 136 at Page 3;

23. Solivita Phase 7D, according to the plat thereof, as recorded in Plat Book 137 at Page 9;

24. Solivita Phase 7G 1, according to the plat thereof, as recorded in Plat Book 143 at Page 13; and

25. Solivita Phase 7G Unit 1, according to the plat thereof, as recorded in Plat Book 153 at Page 36.

**EXHIBIT 2**
**LEGAL DESCRIPTION OF THE COURTYARDS AT MONTELENA**

All of the plat of Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1, of the Public Records of Polk County, Florida.

**EXHIBIT 3**
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**

N99000005585

(Requestor's Name)

(Address)

900254437989

Sender's Name DIANA QUIGLEY Phone 863 427-7124

Company SOLIVITA @ POINCIANA INC.

Address 395 VILLAGE DR

City KISSIMMEE State FL ZIP 34759-4010

12/13/13--01028--002 **35.00

2 Your Internal Billing Reference

Amended & Restated Articles

(Business Entity Name)

(Document Number)

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TALLAHASSEE, FLORIDA

# AMENDED AND RESTATED ARTICLES OF INCORPORATION

## OF

## SOLIVITA COMMUNITY ASSOCIATION, INC.

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Not for Profit Corporation Act, the corporation hereinafter named (the "Corporation"), does hereby amend and restate its Articles of Incorporation.

1. The name of the Corporation is SOLIVITA COMMUNITY ASSOCIATION, INC.

2. The text of the Second Amended and Restated Articles of Incorporation of the Corporation is annexed hereto and made a part hereof.

*******

CERTIFICATE

It is hereby certified that:

1. The name under which the original articles of incorporation of the Corporation were filed with the Secretary of State of the State of Florida is: Solivita Community Association, Inc.

2. The date of filing of the Corporation's original articles of incorporation is September 21, 1999.

3. These Second Amended and Restated Articles of Incorporation (a) amend and restate the provisions of the Articles of Incorporation of the Corporation and (b) were duly adopted by the members of the Board of Directors of the Corporation on November 26, 2013.

4. There are no members of the Corporation who are entitled to vote on this amendment and restatement of the articles of incorporation of the Corporation.

Executed on November 26th, 2013.

Yolanda Santiago

Notary Public State of Florida
Yolanda Santiago
My Commission EE005227
Expires 12/18/2013

SOLIVITA COMMUNITY ASSOCIATION,
a Florida corporation not for profit

By: Anthony S. Iorio
Name: Anthony S. Iorio
Title: President

WPB_ACTIVE 5399966.3

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**OF**

**SOLIVITA COMMUNITY ASSOCIATION, INC.**

**(a FLORIDA CORPORATION NOT-FOR-PROFIT)**

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SOLIVITA COMMUNITY ASSOCIATION, INC.**
**(a Florida Corporation Not For Profit)**

FILED
2013 DEC 13 PM 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is SOLIVITA COMMUNITY ASSOCIATION, INC. (the "Association").

2. Principal Office. The initial principal office of the Association is at the offices of Avatar Properties Inc. dba AV Homes, which is located at 395 Village Drive, Kissimmee, FL 34759.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 395 Village Drive, Poinciana, FL 34759. The name of the registered agent of the Association is Laura Ziff.

4. Definitions. A declaration entitled Amended and Restated Master Solivita Declaration™ (as amended and amended and restated from time to time, the "Declaration") has been recorded among the Public Records of Polk County, Florida, and shall govern all of the operations of a community to be known as Solivita. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to:

5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.

5.2 Perform the duties delegated to it in the Declaration.

5.3 Administer the interests of the Association and the Owners.

5.4 Promote the health, safety and welfare of the Owners.

6. Not-for-Profit. The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law, the Declaration and the Club Plan, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:

7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration, these Second Amended and Restated Articles of Incorporation, the By-Laws, and the rules, covenants, conditions, restrictions, regulations, and/or agreements governing or binding the Association.

7.3 To operate and maintain the portion of the Surface Water Management System, if any, contained within or affecting the Common Areas, as required by the Declaration.

7.4 To fix, levy, collect and enforce payment by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Second Amended and Restated Articles of Incorporation, and the By-Laws.

7.5 To pay all Association Expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the Association.

7.6 To do all acts and make all payments required by the Club Plan.

7.7 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association, except as limited by the Declaration.

7.8 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.9 To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines, subject only to requirements set forth in the Declaration, if any.

7.10 To participate in mergers and consolidations with other non-profit corporations organized for the same purpose.

7.11 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Solivita, the Common Areas and Homes as provided in the Declaration, and to effectuate all of the purposes for which the Association is organized.

7.12 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may, now or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes, both as they exist as of the date of this Amendment and both as may be amended from time to time.

7.13 To employ personnel and retain independent contractors to contract for management of the Association, Solivita and the Common Areas provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

7.14 To contract for services to be provided to, or for the benefit of, the Association Club Owner, Owners, the Common Areas, and Solivita, as provided in the Declaration including,

without limitation, Telecommunication Services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions without the approval of the Members.

7.15 To establish committees and delegate certain of its functions to those committees.

7.16 To enter into agreements and/or contracts with the South Florida Water Management District ("SFWMD") under which the Association shall perform certain maintenance, management and/or other agreed-upon services for the SFWMD with respect to the Surface Water Management System.

8. Association Lawsuits. The Board shall have no duty to bring suit against any party, and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Members' Voting Rights. Each Owner and Developer shall be a Member of the Association. The Owners and the Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The current number of directors shall be three (3) Board members and have been appointed as stated in the By-Laws. The election of Directors by Members other than Developer shall be as required by law, and thereafter at the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next Annual Meeting. The names and addresses of the current members of the Board, who shall hold office until their successors are appointed or elected or otherwise removed, are as follows:

| NAME | ADDRESS |
|---|---|
| **Dan Young** | **395 Village Drive<br>Poinciana, FL 34759** |
| **Anthony Iorio** | **395 Village Drive<br>Poinciana, FL 34759** |
| **David Smith** | **395 Village Drive<br>Poinciana, FL 34759** |

11. Dissolution. In the event of a dissolution of the Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Solivita for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a

governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to this Second Amended and Restated Articles of Incorporation shall affect the rights of the Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to and Including the Turnover Date. Prior to the Turnover Date, the Developer shall have the right to amend these Second Amended and Restated Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Second Amended and Restated Articles of Incorporation prior to the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment. After receiving the Developer's written consent to the proposed amendment, an amendment identical to that approved by the Developer may be adopted by the Association pursuant to the requirements for amendment after the Turnover Date. After approval of the amendment by the Board, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After the Turnover Date. After the Turnover Date, but subject to the general restrictions of amendments set forth above, these Second Amended and Restated Articles of Incorporation may be amended with the approval of two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Second Amended and Restated Articles of Incorporation may be amended after the Turnover Date by a two-thirds percent (66-2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Second Amended and Restated Articles of Incorporation which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

14.2 Rights of the Developer and the Club Owner. There shall be no amendment to these Second Amended and Restated Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of the Developer and the Club Owner.

14.3 By-Laws. These Second Amended and Restated Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

15. Officers. The Board shall elect as President, Secretary, Treasurer, and as many Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current Officers, who shall serve until their successors are elected by the Board are as follows:

| | | |
|---|---|---|
| **Anthony Iorio** | - | **President** |
| **Dan Young** | - | **Vice President** |
| **David Smith** | - | **Secretary & Treasurer** |

16. Indemnification of Officers and Directors. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents to the Association a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Home so conveyed, and such membership shall pass with title to the Home in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Home. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Second Amended and Restated Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or the Developer or the Club Owner, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

18. Severability. Invalidation of any of the provisions of these Second Amended and Restated Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Second Amended and Restated Articles of Incorporation shall thereafter remain in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned has executed these Second Amended and Restated Articles of Incorporation as of the 26th day of November, 2013.

SOLIVITA COMMUNITY ASSOCIATION,
a Florida corporation not for profit

Yolanda Santiago

Notary Public State of Florida
Yolanda Santiago
My Commission EE005227
Expires 12/18/2013

By: _____
Name: Anthony S. Iorio
Title: President

ACCEPTED AND ACKNOWLEDGED BY REGISTERED AGENT:

_____
Laura Ziff, Registered Agent

**EXHIBIT 4**
**AMENDED AND RESTATED BY-LAWS**

**AMENDED AND RESTATED**

**BY-LAWS**

**OF**

**SOLIVITA COMMUNITY ASSOCIATION, INC.**

**TABLE OF CONTENTS**

**Page**


1. NAME AND LOCATION ..... 1
2. DEFINITIONS ..... 1
3. MEMBERS ..... 2
   - 3.1 Voting Interests ..... 2
     - 3.1.1 Home Owned By Husband and Wife ..... 2
     - 3.1.2 Trusts ..... 2
     - 3.1.3 Corporations ..... 2
     - 3.1.4 Partnerships ..... 3
     - 3.1.5 Multiple Individuals ..... 3
     - 3.1.6 Liability of the Association ..... 3
   - 3.2 Annual Meetings ..... 3
   - 3.3 Special Meetings of the Members ..... 3
   - 3.4 Notice of Members Meetings ..... 3
   - 3.5 Quorum of Members ..... 4
   - 3.6 Adjournment of Members Meetings ..... 4
   - 3.7 Action of Members ..... 4
   - 3.8 Proxies ..... 4
4. BOARD OF DIRECTORS ..... 4
   - 4.1 Number ..... 4
   - 4.2 Term of Office ..... 4
   - 4.3 Vacancies; Removal ..... 5
   - 4.4 Compensation ..... 5
   - 4.5 Appointment and Election of Directors ..... 5
   - 4.6 Election ..... 5
5. MEETING OF DIRECTORS ..... 5
   - 5.1 Regular Meetings ..... 5
   - 5.2 Special Meetings ..... 5
   - 5.3 Emergencies ..... 5
   - 5.4 Quorum ..... 5
   - 5.5 Open Meetings ..... 6
   - 5.6 Voting ..... 6
   - 5.7 Notice of Board Meetings ..... 6
6. POWERS AND DUTIES OF THE BOARD ..... 6
   - 6.1 Powers ..... 6
     - 6.1.1 General ..... 6
     - 6.1.2 Rules and Regulations ..... 6
     - 6.1.3 Enforcement ..... 6
     - 6.1.4 Declare Vacancies ..... 7
     - 6.1.5 Hire Employees ..... 7

**TABLE OF CONTENTS**
(continued)

**Page**


6.1.6 Common Areas ..... 7
6.1.7 Granting of Interest ..... 7

6.2 Duties ..... 7

6.2.1 Minutes ..... 7
6.2.2 Supervision of Officers, Agents and Employees ..... 7
6.2.3 Annual Budget ..... 7
6.2.4 Financial Reports ..... 7
6.2.5 Voting ..... 7
6.2.6 Roster ..... 8
6.2.7 Official Records ..... 8
6.2.8 Other Duties ..... 8

6.3 Vote ..... 8
6.4 Limitations ..... 8

6.4.1 Right of Developer to Disapprove Actions Prior to Turnover Date ..... 8
7. OBLIGATIONS OF THE ASSOCIATION ..... 9

7.1 Official Records ..... 9
7.2 Supervision ..... 9
7.3 Assessment and Fines ..... 9
7.4 Enforcement ..... 9

7.4.1 Issue, or to cause an appropriate offer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments have been paid and any other amounts due to the Association ..... 9
7.4.2 Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required; ..... 9
7.4.3 Administer the reconstruction after casualty of improvements on the Common Areas, as required; ..... 9
7.4.4 Operate, maintain, repair and replace the Common Areas; and ..... 9
7.4.5 Enforce the provisions of the Declaration, the Articles, these By-Laws, and Rules and Regulations promulgated by the Association and, when required by Club Owner, the Club Plan ..... 9

8. OFFICERS AND THEIR DUTIES ..... 9

8.1 Officers ..... 9
8.2 Election of Officers ..... 10
8.3 Term ..... 10
8.4 Special Appointment ..... 10
8.5 Resignation and Removal ..... 10
8.6 Vacancies ..... 10
8.7 Multiple Offices ..... 10
8.8 Duties ..... 10

**TABLE OF CONTENTS**
(continued)

**Page**


8.8.1 President ..... 10
8.8.2 Vice President ..... 10
8.8.3 Secretary ..... 10
8.8.4 Treasurer ..... 10

9. COMMITTEES ..... 11

9.1 General ..... 11
9.2 ACC ..... 11

10. RECORDS ..... 11
11. CORPORATE SEAL ..... 11
12. AMENDMENTS ..... 11

12.1 General Restrictions on Amendments ..... 11
12.2 Amendments Prior to and Including the Turnover Date ..... 11
12.3 Amendments After the Turnover Date ..... 11

13. CONFLICT ..... 12
14. FISCAL YEAR ..... 12
15. MISCELLANEOUS ..... 12

15.1 Florida Statutes ..... 12
15.2 Severability ..... 12

**AMENDED AND RESTATED BY-LAWS**
**OF**
**SOLIVITA COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is SOLIVITA COMMUNITY ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 395 Village Drive, Kissimmee, FL 34759, or such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Amended and Restated Master Declaration for Solivita™ ("Declaration") relating to the residential community known as Solivita, recorded, or to be recorded, in the Public Records of Polk County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"By-Laws" shall mean these Amended and Restated By-Laws, together with all amendments and modifications to the By-Laws.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Avatar Properties Inc. dba AV Homes and any of its designees, successors and assigns who receive a written assignment of all some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean a Member of the Association.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4), Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1 Voting Interests. Developer and each Owner shall be a Member. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a home, the Association shall have no obligation to review the trust agreement with respect to such trust. The Association shall be governed by the following examples with respect to the trusts:

3.1.2.1 If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Member of the Home for all the Association purposes.

3.1.2.2 If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member of the Home for all the Association purposes.

3.1.2.3 If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all the Association purposes.

3.1.2.4 If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Home for all the Association purposes.

3.1.2.5 If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home in the absence of a designation signed by both trustees that only one such trustee is authorized to vote. In the event of a conflict between trustees, the Voting Interest for the Home in question shall not be exercised while such conflict is ongoing.

In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent of such corporation, who shall be treated as the Member who will be entitled to exercise the Voting Interest associated with such Home.

3.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners of such limited partnership may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person is entitled to act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners of such general partnership may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home shall not be exercised while such conflict is ongoing.

3.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home shall not be exercised while such conflict is ongoing.

3.1.6 Liability of the Association. The Association may act in reliance upon any writing, or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g. the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of twenty percent (20%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency, two (2) days notice will be deemed sufficient) or posted in a conspicuous place within Solivita or in the Club at least two (2) days before the meeting. The notice shall be addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, day and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to

the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be (a) included in a newsletter sent to each Member by the Association or (b) conspicuously posted and repeatedly broadcast on a closed-circuit cable television system servicing the Association.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any Meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with Section 720.306(8), Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed initially by a Board of Directors (the "Board") consisting of no less than three (3) persons. After the Turnover Date, the Board shall consist of either three (3) or five (5) persons, as determined by the Board at least sixty (60) days in advance of any Annual Member Meeting. Board members appointed by Developer need not be Members of the Association. Board members elected by the other Members must be Members of the Association.

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members meeting or on the Turnover Date. Directors shall be elected for staggered terms of one (1) or two (2) years, as follows. If the Board has three (3) members, the two (2) Board members receiving the most votes shall serve for a term of two (2) years. The other Board member shall serve for a term of one (1) year. If the Board has five (5) members, the three (3) Board members receiving the most votes shall serve for a term of two (2) years. The remaining two (2) Board members shall serve for terms of one (1) year. Directors appointed by Developer shall serve for such term determined by Developer.

4.3 Vacancies; Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members other than Developer, the remaining Directors may fill such vacancy. Directors elected by Members may be removed, with or without cause, by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association, provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Appointment and Election of Directors. Until the Turnover Date, Developer shall have the unrestricted power to appoint all Directors of the Association. From and after the Turnover Date (or such earlier date determined by Developer in its sole and absolute discretion), the Members shall elect all Directors of the Association at or in conjunction with the Annual Members Meeting.

4.6 Election. Election to the Board shall be by secret written ballot (and not by proxy), unless unanimously waived by all Members present. The person(s) receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time; provided, however, that a regular meeting of the Board must be held at least annually. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board. A regular meeting of the Board shall also be held immediately following the Annual Members Meeting.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, by any two (2) Directors, or by at least twenty percent (20%) of the total Voting Interests of the Association. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President, or in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditures of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors

present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

5.6 Voting. Board members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas or in the Club at least 48 hours in advance, except in the event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be (a) given in any newsletter distributed to the Members or (b) conspicuously posted and repeatedly broadcast on a closed-circuit cable television system servicing the Association. For the purposes of giving notice, the area for notices to be posted within the Common Areas or the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes and/or amendments regarding rules regarding parcel use are to be considered shall (x) be provided in the manner described in this Section 5.7 not less than fourteen (14) days in advance and (y) contain a statement (as applicable) that (i) Assessments shall be considered and a statement of the nature of such Assessments and/or (ii) that amendments regarding rules regarding parcel use shall be considered.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and the Articles have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, without limitation, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles, and the Declaration and the Club Plan, including, without limitation, levy Assessments, and, subject to Section 720.3055, Florida Statutes, enter into contracts, including, without limitation, and further subject to Section 720.309, Florida Statutes, with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing Solivita by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member and its tenants, guests and invitees and family members during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity any or all of the duties and functions of the Association and/or its officers to fix their compensation, if any; and require of them such security or fidelity bond as it may deem expedient. Nothing in these By-Laws should be considered to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever; provided, however, that such employment must not violate Florida Statutes; specifically, and without limiting the generality of this proviso, no such employment shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of a homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas and the Club, each as provided in the Declaration, and with any other matters involving the Association or its Members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration. The Board may finance any acquisition on such terms approved by the Board.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-parcel owners, which affect the Common Areas, Solivita and/or the Club, and to alter, add to, relocate or improve the Common Areas, Solivita and/or the Club (to the extent permitted by the Club Owner) as provided in the Declaration and the Club Plan.

6.2 Duties. It shall be the duty of the Board to do the following:

6.2.1 Minutes. Cause to be kept minutes of all its acts and corporate affairs.

6.2.2 Supervision of Officers, Agents and Employees. Supervise all officers, agents and employees of the Association.

6.2.3 Annual Budget. Prepare an annual budget, as required by Section 720.303(6), Florida Statutes.

6.2.4 Financial Reports. Prepare financial reports required by the Florida Statutes.

6.2.5 Voting. Exercise all powers to vote, except where the Declaration, Articles, or these By-Laws specifically require a vote of the Members.

6.2.6 Roster. Prepare a roster of Owners and the assessments applicable thereto which shall be kept in the office of the Association fully and shall be open to inspection by any Member at reasonable times.

6.2.7 Official Records. Maintain the Official Records of the Association, as required by Section 720.303(4), Florida Statutes.

6.2.8 Other Duties. Do all other things required by the Florida Statutes.

6.3 Vote. The Board shall exercise all powers so granted except where the Declaration, the Articles or these By-Laws specifically require a vote of the Members.

6.4 Limitations.

6.4.1 Right of Developer to Disapprove Actions Prior to Turnover Date. Until the Turnover Date, Developer shall have and is hereby granted a right, in Developer's sole discretion, to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or by the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association. Prior to the Turnover Date, no action authorized by the Association, the Board, the ACC or any committee shall become effective, nor shall any action, policy or program be implemented until and unless:

6.4.1.1 Notice. Developer shall have been given written notice, in accordance with Sections 3.4 and/or 5.7 of these By-Laws, as applicable, of all meetings of the Association, the Board, the ACC or any committee, which notice includes a summary of such proposed action, policy or program and which notice is delivered by professional courier with receipt at the address Developer has registered with the Secretary of the Association, as such address may change from time to time.

6.4.1.2 Opportunity to be Heard. Developer shall be given the opportunity at all such meetings to join in or to have its representatives or agents join in discussion from the floor of any proposed action, policy or program to be implemented by the Association, the Board, the ACC or any committee.

No action, policy or program subject to the right of disapproval set forth in these By-Laws shall become effective or be implemented until and unless the requirements of this Section 6.4 have been met.

Developer, its representatives or agents shall make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. Developer, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. Developer shall not use its right to disapprove to reduce the level of services which the Association is

obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. As long as Developer owns any property within Solivita, this Section 6.4 may not be amended by any party or entity without the prior written approval of Developer.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, the Articles, these By-Laws and the Club Plan, shall discharge such duties as necessary to operate the Association and pursuant to the Declaration, including, without limitation, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

7.3 Assessment and Fines. Fix and collect the amount of the Assessments against, or due from, each Owner including, without limitation, fines, lien enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the Members.

7.4 Enforcement.

7.4.1 Issue, or to cause an appropriate offer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments have been paid and any other amounts due to the Association. A reasonable charge may be made by the appropriate officer or agent for the issuance of the certificate. If the certificate states that Assessments have been paid, such certificate shall, as against other than the Owner, be conclusive evidence of such payment;

7.4.2 Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required;

7.4.3 Administer the reconstruction after casualty of improvements on the Common Areas, as required;

7.4.4 Operate, maintain, repair and replace the Common Areas; and

7.4.5 Enforce the provisions of the Declaration, the Articles, these By-Laws, and Rules and Regulations promulgated by the Association and, when required by Club Owner, the Club Plan.

8. Officers and Their Duties.

8.1 Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, as well as such other officers as may be deemed necessary or appropriate by the Board.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise become disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The offices of President and Vice President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of the Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep the official records of the Association required pursuant to Section 720.303(4), Florida Statutes, including, without limitation, appropriate current records showing the names of the Members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to Section 720.303, Florida Statutes; cause to be prepared in accordance with generally accepted accounting

principles of all financial reports required by the Florida Statutes; and perform such duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC as provided in the Declaration, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

10. Records. The official records of the Association shall be available for inspection by any Member at the principal office of the Association. Copies may be purchased by a Member at a reasonable cost.

11. Corporate Seal. The Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any Member, person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these By-Laws prior to and including the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment, such consent to be at Developer's sole and absolute discretion. Thereafter, an amendment identical to that approved by Developer may be adopted by the Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments. After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) sixty six and two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty six and two-thirds percent (66 2/3 %) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the

Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded and as may be amended from time to time, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

**EXHIBIT 5**
**CLUB PLAN**

INSTR # 2013235601
BK 9142 Pgs 1678-1725 PG(s)48
RECORDED 12/27/2013 11:56:10 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES $409.50
RECORDED BY robepleh

THIS INSTRUMENT PREPARED BY:

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AV HOMES
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# AMENDED AND RESTATED SOLIVITA™ CLUB PLAN

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

**TABLE OF CONTENTS**

**Page**


1. Recitals ..... 4
2. This Club Plan ..... 4
3. Definitions ..... 4
4. Benefits of Club ..... 7
   - 4.1 Term ..... 7
   - 4.2 Covenant Running with the Land ..... 7
   - 4.3 Obligation to Reference in Deeds ..... 7
   - 4.4 Value ..... 8
   - 4.5 Material Consideration ..... 8
   - 4.6 Best Interests ..... 8
   - 4.7 Product Purchased ..... 8
   - 4.8 Disclosure ..... 8
   - 4.9 Non-Exclusive License ..... 8
5. Club Facilities ..... 8
   - 5.1 Club Property ..... 8
   - 5.2 Club Facilities ..... 9
   - 5.3 Construction of the Club ..... 9
   - 5.4 Changes ..... 9
   - 5.5 Commercial Space ..... 10
6. Persons Entitled to Use the Club ..... 10
   - 6.1 Rights of Members ..... 10
   - 6.2 Use by Persons Other than Owners and Lessees ..... 10
   - 6.3 Subordination ..... 10
7. Ownership and Control of the Club ..... 10
   - 7.1 Control of Club By Club Owner ..... 10
   - 7.2 Transfer of Club ..... 10
   - 7.3 Ambiguities ..... 11
   - 7.4 Change In Terms of Offer ..... 11
   - 7.5 Offer to Sell ..... 11
8. Club Dues ..... 11
   - 8.1 Club Expenses ..... 11
   - 8.2 Club Membership Fee ..... 11
   - 8.3 Taxes ..... 12
   - 8.4 Builders ..... 12
   - 8.5 Perpetual ..... 12
   - 8.6 Individual Homes (Single Family Residences) ..... 12
   - 8.7 Excuse or Postponement ..... 12
   - 8.8 Club Owner's Obligation ..... 12
   - 8.9 Special Use Fees ..... 12




CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

**TABLE OF CONTENTS**
(continued)

**Page**


8.10 Additional Club Dues ..... 13
8.11 Commencement of First Charges ..... 13
8.12 Time Is of Essence ..... 13
8.13 Obligation to Pay Real Estate Taxes and Other Expenses on Homes ..... 13
8.14 Club Budgets ..... 13

9. Club Contribution Fund ..... 13
10. Determination of Club Expenses ..... 14

10.1 Fiscal Year ..... 14
10.2 Adoption of Budget ..... 14
10.3 Adjustments If Budget Estimates Incorrect ..... 14
10.4 No Right to Withhold Payment ..... 14
10.5 Reserves ..... 14
10.6 Statement of Account Status ..... 14

11. Creation of the Lien and Personal Obligation ..... 14

11.1 Claim of Lien ..... 14
11.2 Right to Designate Collection Agent ..... 15
11.3 Subordination of the Lien to Mortgages ..... 15
11.4 Acceleration ..... 15
11.5 Non-payment ..... 15
11.6 Non-Use ..... 16
11.7 Suspension ..... 16

12. Adjacent Facilities ..... 16
13. Operations ..... 16

13.1 Control ..... 16
13.2 Club Manager ..... 16

14. Paramount Right of Association ..... 16
15. Attorneys' Fees ..... 17
16. Rights to Pay and Receive Reimbursement ..... 17
17. General Restrictions ..... 17

17.1 Minors ..... 17
17.2 Responsibility for Personal Property and Persons ..... 17
17.3 Cars and Personal Property ..... 17
17.4 Activities ..... 18
17.5 Property Belonging to the Club ..... 18
17.6 Indemnification of Club Owner ..... 18
17.7 Attorneys' Fees ..... 18
17.8 Unrecorded Rules ..... 18
17.9 Waiver of Solivita Club Rules and Regulations ..... 18

18. Violation of the Solivita Club Rules and Regulations ..... 18




CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

**TABLE OF CONTENTS**
(continued)

**Page**


18.1 Basis For Suspension ..... 18
18.2 Types of Suspension ..... 19

19. Destruction ..... 19
20. Risk of Loss ..... 19
21. Eminent Domain ..... 20

21.1 Complete Taking ..... 20
21.2 Partial Taking ..... 20

22. Additional Indemnification of Club Owner ..... 20
23. Remedies ..... 21
24. Estoppel ..... 21
25. No Waiver ..... 21
26. Franchises and Concessions ..... 21
27. Resolution of Disputes ..... 21
28. Venue ..... 22
29. Release ..... 22
30. Amendment ..... 23
31. Severability ..... 23
32. Notices ..... 23
33. Florida Statutes ..... 23
34. Headings ..... 23




CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

## AMENDED AND RESTATED SOLIVITA™ CLUB PLAN

THIS AMENDED AND RESTATED SOLIVITA™ CLUB PLAN (this "Club Plan") is made by Avatar Properties Inc., a Florida corporation ("Club Owner").

RECITALS:

A. Club Owner is the Developer of the community known as Solivita™ as currently legally described on Exhibit A attached hereto and made a part hereof.

B. Club owner recorded that certain Solivita Club Plan on August 10, 2000 in Official Records Book 4510 at Page 1529, of the Public Records of Polk County, Florida (the "Original Club Plan"). The Original Club Plan was thereafter amended by Club Owner as follows:

1. First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2005;

2. Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091;

3. Third Amendment to Solivita Club Plan recorded in Official Records Book 7665 at Page 40; and

4. Fourth Amendment to Solivita Club Plan recorded in Official Records Book 8287 at Page 1178

(collectively, the "Original Club Plan Amendments").

C. The Original Club Plan was also recorded as an exhibit to the following declarations (as amended, the "Initial Declarations"):

1. Solivita Declaration recorded in Official Records Book 4510 at Page 1576 in the Public Records of Polk County, Florida. Club Owner thereafter recorded a number of amendments and then recorded that certain Amended and Restated Solivita Declaration in Official Records Book 7191 at Page 1224. Club Owner thereafter amended the Amended and Restated Solivita Declaration by the following instruments:

i. First Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7364 at Page 1475 in the Public Records of Polk County, Florida.

ii. Second Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7393 at Page 400 in the Public Records of Polk County, Florida.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

iii. Third Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 8068 at Page 1802 in the Public Records of Polk County, Florida.

iv. Fourth Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 8631 at Page 2212 in the Public Records of Polk County, Florida.

2. Declaration for Solivita West recorded in Official Records Book 6774, at Page 294 in the Public Records of Polk County, Florida, and thereafter amended by the following instruments:

i. First Amendment to Declaration for Solivita West recorded in Official Records Book 7393 at Page 407 in the Public Records of Polk County, Florida.

ii. Second Amendment to Declaration for Solivita West recorded in Official Records Book 8068 at Page 1799 in the Public Records of Polk County, Florida.

iii. Third Amendment to Declaration for Solivita West recorded in Official Records Book 8631 at Page 2215 in the Public Records of Polk County, Florida.

D. The Initial Declarations were subsequently replaced by that certain Amended and Restated Master Declaration for Solivita™ recorded immediately after this Club Plan (the "Master Declaration"). All references in the Master Declaration to the Club Plan are references to this document.

E. The Original Club Plan was also supplemented by the following Membership Fee Schedules (collectively, the "Original Membership Fee Schedules"):

1. Solivita Club Membership Fee Schedule Solivita Phase 1, recorded in Official Records Book 4514 at Page 1753;

2. Solivita Club Membership Fee Schedule Solivita Phase 1D, recorded in Official Records Book 5444 at Page 1086;

3. Solivita Club Membership Fee Schedule Solivita Phase 1E, recorded in Official Records Book 6049 at Page 1090;

4. Solivita Club Membership Fee Schedule Solivita Phase 1H, being recorded immediately prior to this Club Plan.

5. Solivita Club Membership Fee Schedule Solivita Phase IIA, recorded in Official Records Book 4804 at Page 2008;



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

6. Solivita Club Membership Fee Schedule Solivita Phase IIB, recorded in Official Records Book 4824 at Page 1094;

7. Solivita Club Membership Fee Schedule Solivita Phase IIC and IID, recorded in Official Records Book 5123 at Page 1942;

8. Solivita Club Membership Fee Schedule Solivita Phase IIIA, recorded in Official Records Book 5941 at Page 461;

9. Solivita Club Membership Fee Schedule Solivita Phase IIIB and VIA, recorded in Official Records Book 6358 at Page 115;

10. Solivita Club Membership Fee Schedule Solivita Phase IVA, recorded in Official Records Book 5148 at Page 1041;

11. Solivita Club Membership Fee Schedule Solivita Phase IVB, recorded in Official Records Book 5295 at Page 1527;

12. Solivita Club Membership Fee Schedule Solivita Phase IVC Section 1, recorded in Official Records Book 5700 at Page 2132;

13. Solivita Club Membership Fee Schedule Solivita Phase IVC Section 2, recorded in Official Records Book 5720 at Page 1894;

14. Solivita Club Membership Fee Schedule Solivita Phase 5F, recorded in Official Records Book 7717 at Page 618;

15. Solivita Club Membership Fee Schedule Solivita Phase 5F – Unit 1, recorded in Official Records Book 9088 at Page 1377;

16. Solivita Club Membership Fee Schedule Solivita Phase VIB, recorded in Official Records Book 6467 at Page 146;

17. Solivita Club Membership Fee Schedule Solivita Phases 7A, 7B1, 7B2, 7C and 7D, recorded in Official Records Book 6914 at Page 842;

18. Solivita Club Membership Fee Schedule Solivita Phase 7G-1, recorded in Official Records Book 7871 at Page 124; and

19. Solivita Club Membership Fee Schedule Solivita Phase 7G – Unit 1, recorded in Official Records Book 9088 at Page 1372.

F. This Club Plan replaces entirely the Original Club Plan, the Original Club Plan Amendments and the Original Membership Fee Schedules.

G. This Club Plan governs the Solivita Club.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

H. This Club Plan is a covenant running with all of the land comprising Solivita and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Club Plan.

NOW, THEREFORE, Club Owner, in consideration of the promises and mutual covenants contained in this Club Plan, hereby declares that this Club Plan shall apply to every portion of Solivita.

1. Recitals. The foregoing Recitals are true and correct and incorporated into and form a part of this Club Plan.

2. This Club Plan. This Club Plan completely supersedes and replaces entirely the Original Club Plan, the Original Club Plan Amendments, the Original Club Plans attached to the Initial Declarations and the Original Membership Fee Schedules.

3. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"Adjacent Facilities" shall have the meaning set forth in Section 12 herein.

"Assessments" shall have the meaning set forth in the Declaration.

"Association" shall mean the Solivita Community Association, Inc., its successors and assigns.

"Avatar" shall mean Avatar Properties Inc., and its successors or assigns.

"Board" shall mean the Board of Directors of Association.

"Budget" shall have the meaning set forth in Section 10 hereof.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"Capital Contribution" shall have the meaning set forth in Section 9 hereof.

"Club" shall mean the Solivita Club, the real property comprising the Club and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another (*i.e.*, satellite pool facilities).

"Club Dues" shall mean the charges related to the Club to be paid by the Owners and Builders pursuant to the provisions of this Club Plan and the Declaration including, without limitation, the Club Membership Fee.

"Club Expenses" shall mean all costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service and depreciation), operating, managing, maintaining, insuring the Club, whether direct or indirect including, but not limited to trash



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

collection, utility charges, maintenance, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); real property taxes, personal property taxes and taxing and community development district assessments; roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities after initial construction. Club expenses shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities. Club Owner may allocate a reasonable portion of its overhead (*e.g.,* employee salaries) to Club Expenses to extent the Club benefits from such overhead.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME.

"Club Manager" shall mean the entity operating and managing the Club from time to time. Club Owner may be Club Manager.

"Club Membership Fee" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 8.2 hereof.

"Club Membership Fee Schedule" shall have the meaning set forth in Section 8.2 hereof.

"Club Owner" shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Avatar Properties Inc. is Club Owner. Club Owner may change from time to time (*e.g.,* Club Owner may sell the Club). Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Developer shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"Club Plan" shall mean this Club Plan, together with all amendments and modifications hereto.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

"Club Property" shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"Common Areas" shall have the meaning set forth in the Declaration.

"Community Completion Date" shall have the meaning set forth in the Declaration.

"Developer" shall have the meaning set forth in the Declaration.

"Declaration" shall mean the Master Declaration, as such Master Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

"Deed" shall mean any deed conveying any portion of Solivita or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

"Home" shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of occupancy (*e.g.*, by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Dues with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Solivita. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"Member" shall mean each resident of a Home (up to two (2) persons) designated by the Owner or Owners of a Home to have the privileges of a Member. There shall not be more than two (2) persons designated as a Member for each Home, regardless of the number of persons holding title to a Home. Each Member shall be obligated to provide Club Owner with proof of age and residency upon Club Owner's request for the same. Once an Owner leases a Home, only the Lessee (or those persons occupying the Home) shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. Notwithstanding the foregoing, Club Owner may provide access to the Club for contract purchasers upon the signing of a membership agreement and payment of Club Dues. Club Owner shall establish qualification requirements, fees and dues for a contract purchaser to have use of the Club Facilities prior to becoming an Owner of a Home. Once the purchaser obtains title to the Home, then such purchaser shall be deemed an Owner and Member hereunder.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

shall be deemed an Owner with respect to each Home. For example, an Owner of a Multi-Family Rental Building is an Owner with respect to each Home within such Multi-Family Rental Building.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Parking Areas" shall mean all areas designated for parking within the Club Facilities.

"Public Records" shall mean the Public Records of Polk County.

"Solivita" shall have the meaning set forth in the Declaration. Solivita presently includes the real property described on Exhibit A; however, Developer has reserved the right to withdraw property from, or add property to, Solivita, so Solivita may include less or more Homes than originally anticipated.

"Solivita Club Rules and Regulations" shall have the meaning set forth in Section 17 hereof.

"Special Use Fees" shall have the meaning set forth in Section 8.9 hereof.

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Benefits of Club. Association and each Owner, by acceptance of title to a Home, ratify and confirm this Club Plan and agree as follows:

4.1 Term. The terms of this Club Plan shall be covenants running with Solivita in perpetuity.

4.2 Covenant Running with the Land. Every portion of Solivita which can be improved with a Home shall be burdened with the payment of Club Dues. This Club Plan including, without limitation, the obligation to pay Club Dues, shall run with the land. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Dues which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the membership in the Club pertaining to the property belonging to such Owner. Every Builder, upon receipt of a Certificate of Occupancy for a Home located on a Parcel owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such Certificate of Occupancy. Club Owner shall have the right to record a notice in accordance with Florida law preserving this Club Plan from extinguishment.

4.3 Obligation to Reference in Deeds. The grantor of any portion of Solivita hereby agrees to include in any Deed a statement that such Deed is subject to the terms of this Club Plan.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

4.4 Value. By acceptance of a Deed, each grantee of any portion of Solivita upon which a Home may be (or has been) constructed hereby joins in the execution of this Club Plan for the purpose of binding himself, his successors in title and assigns to the provisions hereof and expressly acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Solivita and any part thereof more valuable than it would be otherwise.

4.5 Material Consideration. All persons who shall become Owners of any portion of Solivita acknowledge that the provisions and enforceability of this Club Plan were a material consideration in the initial conveyance by Developer of such real property to the Owner (or his predecessor in title) and that Developer would not have made such conveyance had this Club Plan not been included and enforceable as provided for herein. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder does not pay Club Fees in excess of the amounts provided herein.

4.6 Best Interests. It is in the best interest of each Owner, for Solivita as a whole, and for property values therein, to provide for the Club to be located within Solivita.

4.7 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Solivita. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in Solivita and were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of the Solivita community.

4.8 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

4.9 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

5. Club Facilities.

5.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Home, may cause an increase or decrease in Club Expenses.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

5.2 Club Facilities. Club Owner has constructed certain club facilities on the Club Property (the "Club Facilities") which will be and shall remain the property of Club Owner, subject only to the provisions hereof. Club Owner has the paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend the Club Facilities at any time subject to the provisions hereof.

5.3 Construction of the Club. Club Owner has constructed the Club Facilities at its sole cost and expense. Club Owner shall be the sole judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

5.3.1 develop, construct and reconstruct, in whole or in part, the Club and related improvements within Solivita, and make any additions, alterations, improvements, or changes thereto;

5.3.2 without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

5.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

5.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within Solivita;

5.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Solivita including, without limitation, the sale of Parcels and Homes;

5.3.6 conduct whatever commercial activities within the Club deemed necessary, profitable and/or appropriate by Club Owner;

5.3.7 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

5.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

5.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

5.4 Changes. Club Owner reserves the absolute right to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

5.5 Commercial Space. Club Owner anticipates that portions of the Club Facilities may include a sales office, medical offices, assisted living facilities, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

6. Persons Entitled to Use the Club.

6.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up to two (2) persons residing in the Home who will be the Members of the Club with respect to such Home. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

6.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan.

6.3 Subordination. This Club Plan and the rights of Members to use the Club is and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative.

7. Ownership and Control of the Club.

7.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

7.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

7.3 Ambiguities. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's reasonable determination of such matter shall be conclusive and binding.

7.4 Change In Terms of Offer. Club Owner has provided that some Owners pay Club Membership Fees on a different basis than other Owners. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with this Club Plan and the Club Membership Fee Schedule applicable to such Home.

7.5 Offer to Sell. Club Owner, in its sole discretion, may offer Association the option to purchase the Club (the "Purchase Option") on such price and terms that Club Owner determines. The Purchase Option may be exercised by a resolution of the majority of the Board of Association without the joinder of any Owner or any other person. Such Purchase Option shall be exercised, if at all, by written notice (the "Option Notice") delivered to Club Owner within ten (10) days of receipt of any Purchase Option and signed by a majority of the Board in the form attached hereto as Exhibit B delivered to Club Owner within such time period by personal delivery or professional overnight delivery.

8. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Dues which are set forth herein. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (*e.g.*, to require payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

8.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in Solivita conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer as of September 30 of the prior fiscal year.

8.2 Club Membership Fee. Each Owner of any Home within Solivita shall pay in advance on the first day of each month (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "Club Membership Fee") set forth in the Club Membership Fee Schedule applicable to a particular Home (the "Club Membership Fee Schedule"). The current list of Club Membership Fee Schedules is attached hereto as Exhibit C. Club Owner may change the Club Membership



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Fee Schedule for any land within Solivita owned by Club Owner. Any new Membership Fee Schedules established by Club Owner shall be added to this Club Plan by a recorded amendment. Club Membership Fees change for all Homes subject to a particular Membership Fee Schedule on January 1 of the year regardless of the month during the previous year that (i) an Owner acquired the Home or (ii) a Builder obtained a Certificate of Occupancy on a Home. Accordingly, if an Owner acquires title to a Home on November 1, 2014, he or she will pay the Club Membership Fees applicable each month in 2014 from November 1, 2014 through December 31, 2014 and such Club Membership Fee for such Home shall increase on January 1, 2015 as provided in the applicable Club Membership Fee Schedule.

8.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

8.4 Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a Certificate of Occupancy for a Home located on a Parcel owned by such Builder.

8.5 Perpetual. Each Owner's and each Builder's obligation to pay Club Dues shall be perpetual regardless of whether such Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

8.6 Individual Homes (Single Family Residences). Owners of individual Homes shall pay Club Dues for one membership per month per Home. If an Owner owns more than one Home, Club Dues are payable for each and every Home owned by such Owner.

8.7 Excuse or Postponement. Club Owner may excuse or postpone Club Dues in its sole and absolute discretion.

8.8 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within Solivita, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners and Builders, if any.

8.9 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders. For those programs or events, if any, for which tickets are



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

sold, Club Owner shall adopt such Solivita Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

8.10 Additional Club Dues. If an Owner, his guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

8.11 Commencement of First Charges. The obligation to pay Club Dues on any particular Home, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner and as to each Builder on the date that a Home owned by such Builder receives a Certificate of Occupancy.

8.12 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

8.13 Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, obligations and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

8.14 Club Budgets. The budget for each year prepared by Club Owner is not a contractual statement or guaranty of actual Club Dues. Budgets may not take inflation into account. It is not intended that any third party rely on any budget in electing to purchase a Home. Projections in budgets are an effort to provide some information regarding future Club Expenses.

9. Club Contribution Fund. There shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing a working capital contribution ("Capital Contribution") in the current amount of One Hundred and Fifty Dollars ($150). Each Owner's Capital Contribution shall be transferred to Club Owner at that time. There shall be collected from each Builder purchasing a Parcel from Developer at the time of closing a Capital Contribution applicable to the Parcel based on One Hundred and Fifty Dollars ($150) times the number of Homes which can be built on such Parcel. Each Builder's Capital Contribution shall be transferred to Club Owner at that time. Capital Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Capital Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to (i) waive contributions to the Club Contribution Fund in its sole and absolute discretion and (ii) change the amount of Capital Contribution by amendment to this Club Plan.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

10. Determination of Club Expenses.

10.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

10.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "Budget"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

10.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Dues shall be adjusted to reflect such deficit or surplus.

10.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

10.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

10.6 Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

11. Creation of the Lien and Personal Obligation.

11.1 Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Membership Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date the Original Club Plan was recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the Home at the time when the charge or fee became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Such lien may be enforced by Club Owner or the Club Manager. The lien created by this Section is superior to the lien of Association for Assessments and the claim of Club Owner for Club Dues is paramount to all claims of Association.

11.2 Right to Designate Collection Agent. Club Owner's right to designate who shall collect Club Expenses, Special Use Fees, and/or Club Membership Fees shall be perpetual.

11.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, if such Lender is the acquirer of title, such Lender, its successors and assigns of such first mortgage, shall not be liable for such sums secured by a Claim of Lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such Lender) as a part of the Club Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner or any acquirer other than the Lender from liability for, nor the Home from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Club Dues payable by such Owner with appropriate interest.

11.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may accelerate the Club Dues for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.

11.5 Non-payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Dues under this Club Plan shall be prior to the liens of Association.

11.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

11.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

12. Adjacent Facilities. Adjacent to the Club are other amenities, such as a golf course and club facilities. The Adjacent Facilities may be owned by Club Owner and/or third parties. Club Owner, at its sole discretion, may make such Adjacent Facilities available to Members on an interim basis. The use of Adjacent Facilities may be provided to Members on a fee basis (*i.e.* Club Owner may charge use fees) or the costs of using the Adjacent Facilities may be included as part of Club Expenses. Club Owner reserves the right to determine whether Adjacent Facilities will be available to Members and the method of cost allocation for the use thereof.

13. Operations.

13.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided.

13.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Homes, may enforce the Solivita Club Rules and Regulations, and prepare the Budget for the Club.

14. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Club Members without charge.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

15. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

16. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the highest rate permitted by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member and other person entitled to use the Club shall comply with following general restrictions:

17.1 Minors. The Club Facilities are specifically designed to meet the requirements of the Federal Fair Housing Act, 42 U.S.C. § 3601, *et. seq.* and the Florida Fair Housing Act, Chapter 760, Florida Statutes. Only Owners of Homes within Solivita that are subject to a recorded restriction requiring that eighty percent (80%) of such occupied Homes be occupied by at least one (1) person fifty-five (55) years of age or older (or such reduced age as may be time to time permitted by law) may use the Club Facilities pursuant to this Club Plan. Accordingly, persons under the age of eighteen (18) are not permitted in the Club Facilities except to the extent permitted by the Solivita Club Rules and Regulations. Club Owner reserves the right to allow Members to bring any guests within the Club Facilities under the age of eighteen (18) at any time by so providing in the Solivita Club Rules and Regulations. All guests of Members shall be required to present identification and proof of age before entering the Club Facilities. Each Owner recognizes the right of Club Owner and/or Developer to build recreational facilities within Solivita which shall be open to all persons, regardless of age, and that these facilities may or may not be subject to the Club Plan.

17.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her family and guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

17.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool areas.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

17.4 Activities. Any Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

17.5 Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

17.6 Indemnification of Club Owner. In addition, each Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members and their guests, or the interpretation of this Club Plan, and/or the Solivita Club Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

17.7 Attorneys' Fees. Should any Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

17.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("Solivita Club Rules and Regulations") from time to time. Such Solivita Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Solivita Club Rules and Regulations from the Club and become familiar with the same. Such Solivita Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

17.9 Waiver of Solivita Club Rules and Regulations. Club Owner may waive the application of any Solivita Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

18. Violation of the Solivita Club Rules and Regulations.

18.1 Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

18.1.1 such person is not an Owner or a Lessee;

18.1.2 the Member violates one or more of these Solivita Club Rules and Regulations;

18.1.3 a guest or other person for whom a Member is responsible violates one or more of these Solivita Club Rules and Regulations;

18.1.4 an Owner fails to pay Club Dues in a proper and timely manner; or

18.1.5 a Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

18.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member or Club Manager may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

19. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

20. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

Club Plan. Neither Association nor any Owner shall be entitled to cancel this Club Plan or any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

21. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

21.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

21.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 21.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

22. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. In addition Association shall, and does hereby, indemnify and save harmless Club Owner from and against any and all claims, suits, actions, damages and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Club, by reason or as a result of Association's operations, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, paraprofessional fee, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof. Association shall immediately give Club Owner notice in writing that the same are about to be incurred and Club Owner shall have the option to make the necessary investigation and employ, at the expense of Association, counsel of Club Owner's own



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

selection for the defense of any such claims and expenses, etc. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Association Expenses to the extent such matters are not covered by insurance maintained by Association.

23. Remedies. The specific remedies of Club Owner under the terms of this Club Plan are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach of any provisions of this Club Plan. In addition to the other remedies provided in this Club Plan, Club Owner shall be entitled to enjoin, without bond, the violation or attempted or threatened violation of any of the provisions of this Club Plan or obtain specific performance of any such provisions.

24. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect); and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Club Owner with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults by Club Owner under the Club Plan.

25. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner shall be effective unless made by Club Owner in writing.

26. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

27. Resolution of Disputes. ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

28. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN POLK COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN POLK COUNTY, FLORIDA AND EACH HOME IS LOCATED IN POLK COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA.

29. Release. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD TITLE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

30. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Solivita to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Solivita from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records.

31. Severability. Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

32. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

33. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

34. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

NOW THEREFORE, Avatar Properties Inc. has set its signature and seal below this 13th day of December, 2013.

**WITNESSES:**

Tami Delgado
Print Name: Tami Delgado

Kaye Burchenson
Print Name: Kaye Burchenson

AVATAR PROPERTIES INC., a Florida corporation

Name: Anthony S. Iorio
Title: Vice President

[SEAL]

STATE OF FLORIDA )
) SS.:
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 13th day of December 2013 by Anthony S. Iorio as Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 7/26/2016

Kaye Burchenson
NOTARY PUBLIC, State of Florida
Print name: Kaye Burchenson

KAYE BURCHENSON
MY COMMISSION # EE 220083
EXPIRES: July 26, 2016
Bonded Thru Budget Notary Services



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STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

**EXHIBIT A**

**LEGAL DESCRIPTION OF SOLIVITA**

All of the following plats as recorded in the Public Records of Polk County, Florida:

All the lots within SOLIVITA - PHASE 1, according to the Plat thereof, as recorded in Plat Book 112, at Pages 1;

All the lots within SOLIVITA - PHASE 1D, according to the Plat thereof, as recorded in Plat Book 122, at Page 9;

All the lots within SOLIVITA - PHASE 1E, according to the Plat thereof, as recorded in Plat Book 128, at Page 27;

All the lots within SOLIVITA – PHASE 1H, according to the Plat thereof, as recorded in Plat Book 153, at Page 14;

All the lots within SOLIVITA - PHASE IIA, according to the Plat thereof, as recorded in Plat Book 115, at Page 9;

All the lots within SOLIVITA - PHASE IIB, according to the Plat thereof, as recorded in Plat Book 115, at Page 34;

All the lots within SOLIVITA - PHASE IIC, according to the Plat thereof, as recorded in Plat Book 118, at Page 12;

All the lots within SOLIVITA - PHASE IID, according to the Plat thereof, as recorded in Plat Book 118, at Page 17;

All the lots within SOLIVITA - PHASE IIIA, according to the Plat thereof, as recorded in Plat Book 127, at Page 10;

All the lots within SOLIVITA - PHASE IIIB, according to the Plat thereof, as recorded in Plat Book 131, at Page 36;

All the lots within SOLIVITA - PHASE IVA, according to the Plat thereof, as recorded in Plat Book 120, at Page 13;

All the lots within SOLIVITA - PHASE IVB, according to the Plat thereof, as recorded in Plat Book 121, at Page 2;



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CLERK OF THE CIRCUIT COURT

All the lots within SOLIVITA - PHASE IVC SECTION 1, according to the Plat thereof, as recorded in Plat Book 124, at Page 15;

All the lots within SOLIVITA - PHASE IVC SECTION 2, according to the Plat thereof, as recorded in Plat Book 124, at Page 33;

All the lots within SOLIVITA PHASE 5F, according to the Plat thereof, as recorded in Plat Book 145, at Page 1;

All the lots within SOLIVITA PHASE 5F - UNIT 1, according to the Plat thereof, as recorded in Plat Book 154, at Page 1;

All the lots within SOLIVITA - PHASE VIA, according to the Plat thereof, as recorded in Plat Book 131, at Page 30;

All the lots within SOLIVITA - PHASE VIB, according to the Plat thereof, as recorded in Plat Book 133, at Page 14;

All the lots within SOLIVITA PHASE 7A, according to the Plat thereof, as recorded in Plat Book 134, at Page 20;

All the lots within SOLIVITA PHASE 7B1, according to the Plat thereof, as recorded in Plat Book 136, at Page 14;

All the lots within SOLIVITA PHASE 7B2, according to the Plat thereof, as recorded in Plat Book 136, at Page 39;

All the lots within SOLIVITA PHASE 7C, according to the Plat thereof, as recorded in Plat Book 136, at Page 3;

All the lots within SOLIVITA PHASE 7D, according to the Plat thereof, as recorded in Plat Book 137, at Page 9;

All the lots within SOLIVITA PHASE 7G-1, according to the Plat thereof, as recorded in Plat Book 143, at Page 13; and

All the lots within SOLIVITA PHASE 7G – UNIT 1, according to the Plat thereof, as recorded in Plat Book 153, at Pages 36 through 39.



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**EXHIBIT B TO CLUB PLAN**

**OPTION NOTICE**

**IRREVOCABLE OPTION NOTICE**

The Board of Directors of Solivita Community Association, Inc., (the "Board") hereby provides Club Owner (as defined in that certain Amended and Restated Solivita Club Plan recorded in Official Records Book _____ at Page _____ of the Public Records of Polk County, Florida) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the Purchase Option offered by Club Owner dated _____, 20__. Attached hereto as Schedule 1 is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this _____ day of _____, 20__.

_____
Name:_____
Director

_____
Name:_____
Director

_____
Name:_____
Director



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**Schedule 1 Of Exhibit B**

**SOLIVITA COMMUNITY ASSOCIATION, INC..,**
**(THE "ASSOCIATION")**

**ACTION BY THE BOARD OF DIRECTORS OF ASSOCIATION AT A MEETING HELD _____, 20__.**

The undersigned constituting the majority of the Board of Directors of Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of Association to purchase the Club (as defined in that certain Amended and Restated Club Plan recorded in Official Records Book _____ at Page _____ of the Public Records of Polk County, Florida; and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Plan) with the Option Notice (as defined in the Club Plan) in order to evidence its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

Effective:_____

_____
Name:_____
Director

_____
Name:_____
Director

_____
Name:_____
Director

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EXHIBIT C
MEMBERSHIP FEE SCHEDULES

## CLUB MEMBERSHIP FEES PER PLAT

| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase 1**, recorded in Plat Book 112 at Page 1, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;<br>**Solivita - Phase IIA**, recorded in Plat Book 115 at Page 9, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and<br>**Solivita – Phase IIB,** recorded in Plat Book 115 at Page 34, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $62 |
| January 1 through December 31, 2014 | $63 |
| January 1 through December 31, 2015 | $64 |
| January 1 through December 31, 2016 | $65 |
| January 1 through December 31, 2017 | $66 |
| January 1 through December 31, 2018 | $67 |
| January 1 through December 31, 2019 | $68 |
| January 1 through December 31, 2020 | $69 |
| January 1 through December 31, 2021 | $70 |
| January 1 through December 31, 2022 | $71 |
| January 1 through December 31, 2023 | $72 |
| January 1 through December 31, 2024 | $73 |
| January 1 through December 31, 2025 | $74 |
| January 1 through December 31, 2026 | $75 |
| January 1 through December 31, 2027 | $76 |
| January 1 through December 31, 2028 | $77 |
| January 1 through December 31, 2029 | $78 |
| For all months thereafter | $79 |



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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase 1D**, recorded in Plat Book 122 at Page 9, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $71 |
| January 1 through December 31, 2014 | $72 |
| January 1 through December 31, 2015 | $73 |
| January 1 through December 31, 2016 | $74 |
| January 1 through December 31, 2017 | $75 |
| January 1 through December 31, 2018 | $76 |
| January 1 through December 31, 2019 | $77 |
| January 1 through December 31, 2020 | $78 |
| January 1 through December 31, 2021 | $79 |
| January 1 through December 31, 2022 | $80 |
| January 1 through December 31, 2023 | $81 |
| January 1 through December 31, 2024 | $82 |
| January 1 through December 31, 2025 | $83 |
| January 1 through December 31, 2026 | $84 |
| January 1 through December 31, 2027 | $85 |
| January 1 through December 31, 2028 | $86 |
| January 1 through December 31, 2029 | $87 |
| January 1 through December 31, 2030 | $88 |
| January 1 through December 31, 2031 | $89 |
| For all months thereafter | $90 |



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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase 1E**, recorded in Plat Book 128 at Page 27, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $71 |
| January 1 through December 31, 2014 | $72 |
| January 1 through December 31, 2015 | $73 |
| January 1 through December 31, 2016 | $74 |
| January 1 through December 31, 2017 | $75 |
| January 1 through December 31, 2018 | $76 |
| January 1 through December 31, 2019 | $77 |
| January 1 through December 31, 2020 | $78 |
| January 1 through December 31, 2021 | $79 |
| January 1 through December 31, 2022 | $80 |
| January 1 through December 31, 2023 | $81 |
| January 1 through December 31, 2024 | $82 |
| January 1 through December 31, 2025 | $83 |
| January 1 through December 31, 2026 | $84 |
| January 1 through December 31, 2027 | $85 |
| January 1 through December 31, 2028 | $86 |
| January 1 through December 31, 2029 | $87 |
| January 1 through December 31, 2030 | $88 |
| January 1 through December 31, 2031 | $89 |
| January 1 through December 31, 2032 | $90 |
| January 1 through December 31, 2033 | $91 |
| For all months thereafter | $92 |

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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita Phase IH**, recorded in Plat Book 153 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| January 1 through December 31, 2033 | $102 |
| January 1 through December 31, 2034 | $103 |
| January 1 through December 31, 2035 | $104 |
| January 1 through December 31, 2036 | $105 |
| January 1 through December 31, 2037 | $106 |
| January 1 through December 31, 2038 | $107 |
| January 1 through December 31, 2039 | $108 |
| January 1 through December 31, 2040 | $109 |
| January 1 through December 31, 2041 | $110 |
| January 1 through December 31, 2042 | $111 |
| For all months thereafter | $112 |

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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase IIC,** recorded in Plat Book 118 at Page 12, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and<br>**Solivita – Phase IID,** recorded in Plat Book 118 at Page 17, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $72 |
| January 1 through December 31, 2014 | $73 |
| January 1 through December 31, 2015 | $74 |
| January 1 through December 31, 2016 | $75 |
| January 1 through December 31, 2017 | $76 |
| January 1 through December 31, 2018 | $77 |
| January 1 through December 31, 2019 | $78 |
| January 1 through December 31, 2020 | $79 |
| January 1 through December 31, 2021 | $80 |
| January 1 through December 31, 2022 | $81 |
| January 1 through December 31, 2023 | $82 |
| January 1 through December 31, 2024 | $83 |
| January 1 through December 31, 2025 | $84 |
| January 1 through December 31, 2026 | $85 |
| January 1 through December 31, 2027 | $86 |
| January 1 through December 31, 2028 | $87 |
| January 1 through December 31, 2029 | $88 |
| January 1 through December 31, 2030 | $89 |
| January 1 through December 31, 2031 | $90 |
| For all months thereafter | $91 |



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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase IIIA,** recorded in Plat Book 127 at Page 10, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| For all months thereafter | $102 |



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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase IIIB,** recorded in Plat Book 131 at Page 36, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and<br>**Solivita – Phase VIA,** recorded in Plat Book 131 at Page 30, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| January 1 through December 31, 2033 | $102 |
| For all months thereafter | $103 |

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CLERK OF THE CIRCUIT COURT

| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase IVA,** recorded in Plat Book 120 at Page 13, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and<br>**Solivita – Phase IVB,** recorded in Plat Book 121 at Page 2, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $72 |
| January 1 through December 31, 2014 | $73 |
| January 1 through December 31, 2015 | $74 |
| January 1 through December 31, 2016 | $75 |
| January 1 through December 31, 2017 | $76 |
| January 1 through December 31, 2018 | $77 |
| January 1 through December 31, 2019 | $78 |
| January 1 through December 31, 2020 | $79 |
| January 1 through December 31, 2021 | $80 |
| January 1 through December 31, 2022 | $81 |
| January 1 through December 31, 2023 | $82 |
| January 1 through December 31, 2024 | $83 |
| January 1 through December 31, 2025 | $84 |
| January 1 through December 31, 2026 | $85 |
| January 1 through December 31, 2027 | $86 |
| January 1 through December 31, 2028 | $87 |
| January 1 through December 31, 2029 | $88 |
| January 1 through December 31, 2030 | $89 |
| January 1 through December 31, 2031 | $90 |
| For all months thereafter | $91 |



CERTIFICATION ON LAST PAGE
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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase IVC Section 1,** recorded in Plat Book 124 at Page 15, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and<br>**Solivita – Phase IVC Section 2,** recorded in Plat Book 124 at Page 33, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| For all months thereafter | $102 |

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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita Phase 5F**, recorded in Plat Book 145 at Page 1, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $81 |
| January 1 through December 31, 2014 | $82 |
| January 1 through December 31, 2015 | $83 |
| January 1 through December 31, 2016 | $84 |
| January 1 through December 31, 2017 | $85 |
| January 1 through December 31, 2018 | $86 |
| January 1 through December 31, 2019 | $87 |
| January 1 through December 31, 2020 | $88 |
| January 1 through December 31, 2021 | $89 |
| January 1 through December 31, 2022 | $90 |
| January 1 through December 31, 2023 | $91 |
| January 1 through December 31, 2024 | $92 |
| January 1 through December 31, 2025 | $93 |
| January 1 through December 31, 2026 | $94 |
| January 1 through December 31, 2027 | $95 |
| January 1 through December 31, 2028 | $96 |
| January 1 through December 31, 2029 | $97 |
| January 1 through December 31, 2030 | $98 |
| January 1 through December 31, 2031 | $99 |
| January 1 through December 31, 2032 | $100 |
| January 1 through December 31, 2033 | $101 |
| January 1 through December 31, 2034 | $102 |
| January 1 through December 31, 2035 | $103 |
| January 1 through December 31, 2036 | $104 |
| For all months thereafter | $105 |



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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita Phase 5F – Unit 1**, recorded in Plat Book 154 at Page 1, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $81 |
| January 1 through December 31, 2014 | $82 |
| January 1 through December 31, 2015 | $83 |
| January 1 through December 31, 2016 | $84 |
| January 1 through December 31, 2017 | $85 |
| January 1 through December 31, 2018 | $86 |
| January 1 through December 31, 2019 | $87 |
| January 1 through December 31, 2020 | $88 |
| January 1 through December 31, 2021 | $89 |
| January 1 through December 31, 2022 | $90 |
| January 1 through December 31, 2023 | $91 |
| January 1 through December 31, 2024 | $92 |
| January 1 through December 31, 2025 | $93 |
| January 1 through December 31, 2026 | $94 |
| January 1 through December 31, 2027 | $95 |
| January 1 through December 31, 2028 | $96 |
| January 1 through December 31, 2029 | $97 |
| January 1 through December 31, 2030 | $98 |
| January 1 through December 31, 2031 | $99 |
| January 1 through December 31, 2032 | $100 |
| January 1 through December 31, 2033 | $101 |
| January 1 through December 31, 2034 | $102 |
| January 1 through December 31, 2035 | $103 |
| January 1 through December 31, 2036 | $104 |
| January 1 through December 31, 2037 | $105 |
| January 1 through December 31, 2038 | $106 |
| January 1 through December 31, 2039 | $107 |
| January 1 through December 31, 2040 | $108 |
| January 1 through December 31, 2041 | $109 |
| January 1 through December 31, 2042 | $110 |
| For all months thereafter | $111 |



CERTIFICATION ON LAST PAGE
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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita - Phase VIB,** recorded in Plat Book 133 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| January 1 through December 31, 2033 | $102 |
| For all months thereafter | $103 |

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| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita Phase 7A**, recorded in Plat Book 134 at Page 20, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;<br>**Solivita Phase 7B1**, recorded in Plat Book 136 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;<br>**Solivita Phase 7B2**, recorded in Plat Book 136 at Page 39, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;<br>**Solivita Phase 7C**, recorded in Plat Book 136 at Page 3, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and<br>**Solivita - Phase 7D**, recorded in Plat Book 137 at Page 9, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| January 1 through December 31, 2033 | $102 |
| January 1 through December 31, 2034 | $103 |
| For all months thereafter | $104 |



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita Phase 7G- 1**, recorded in Plat Book 143 at Page 13, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| January 1 through December 31, 2033 | $102 |
| January 1 through December 31, 2034 | $103 |
| January 1 through December 31, 2035 | $104 |
| January 1 through December 31, 2036 | $105 |
| January 1 through December 31, 2037 | $106 |
| January 1 through December 31, 2038 | $107 |
| For all months thereafter | $108 |

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

| **Club Membership Fee Schedule for Homes within:**<br><br>**Solivita Phase 7G- Unit 1,** recorded in Plat Book 153 at Page 36, according to the plat thereof, as recorded in the Public Records of Polk County, Florida. | |
|---|---|
| **TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT** | **CLUB MEMBERSHIP FEE PER MONTH PER HOME** |
| January 1 through December 31, 2013 | $82 |
| January 1 through December 31, 2014 | $83 |
| January 1 through December 31, 2015 | $84 |
| January 1 through December 31, 2016 | $85 |
| January 1 through December 31, 2017 | $86 |
| January 1 through December 31, 2018 | $87 |
| January 1 through December 31, 2019 | $88 |
| January 1 through December 31, 2020 | $89 |
| January 1 through December 31, 2021 | $90 |
| January 1 through December 31, 2022 | $91 |
| January 1 through December 31, 2023 | $92 |
| January 1 through December 31, 2024 | $93 |
| January 1 through December 31, 2025 | $94 |
| January 1 through December 31, 2026 | $95 |
| January 1 through December 31, 2027 | $96 |
| January 1 through December 31, 2028 | $97 |
| January 1 through December 31, 2029 | $98 |
| January 1 through December 31, 2030 | $99 |
| January 1 through December 31, 2031 | $100 |
| January 1 through December 31, 2032 | $101 |
| January 1 through December 31, 2033 | $102 |
| January 1 through December 31, 2034 | $103 |
| January 1 through December 31, 2035 | $104 |
| January 1 through December 31, 2036 | $105 |
| January 1 through December 31, 2037 | $106 |
| January 1 through December 31, 2038 | $107 |
| January 1 through December 31, 2039 | $108 |
| January 1 through December 31, 2040 | $109 |
| January 1 through December 31, 2041 | $110 |
| January 1 through December 31, 2042 | $111 |
| For all months thereafter | $112 |



CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

**JOINDER**

SOLIVITA COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 13th day of December, 2013.

**WITNESSES:**

Tami Delgado
Print Name: Tami Delgado

Kaye Burchenson
Print Name: KAYE Burchenson

SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Anthony S. Iorio
Name: Anthony S. Iorio
Title: President

[SEAL]

STATE OF FLORIDA )
) SS.:
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 13th day of December 2013 by Anthony S. Iorio as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Kaye Burchenson
NOTARY PUBLIC, State of Florida
Print name: Kaye Burchenson

KAYE BURCHENSON
MY COMMISSION # EE 220083
EXPIRES: July 26, 2016
Bonded Thru Budget Notary Services

WPB_ACTIVE 5697415.4
12/12/13



I hereby certify that the foregoing is a true copy of the record in my office this day, Dec 27, 2013. Redacted __ Unredacted/law X
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By _____ Deputy Clerk

**EXHIBIT 6**
**LIST OF TITLE DOCUMENTS**

1. Matters as contained on the Plat of Solivita Phase 1, according to the plat thereof, as recorded in Plat Book 112 at Page 1.

2. Matters as contained on the Plat of Solivita Phase 1D, according to the plat thereof, as recorded in Plat Book 122 at Page 9.

3. Matters as contained on the Plat of Solivita Phase 1E, according to the plat thereof, as recorded in Plat Book 128 at Page 27.

4. Matters as contained on the Plat of Solivita Phase 1H, according to the plat thereof, as recorded in Plat Book 153 at Page 14.

5. Matters as contained on the Plat of Solivita Phase 2A, according to the plat thereof, as recorded in Plat Book 115 at Page 9.

6. Matters as contained on the Plat of Solivita Phase 2B, according to the plat thereof, as recorded in Plat Book 115 at Page 34.

7. Matters as contained on the Plat of Solivita Phase 2C, according to the plat thereof, as recorded in Plat Book 118 at Page 12.

8. Matters as contained on the Plat of Solivita Phase 2D, according to the plat thereof, as recorded in Plat Book 118 at Page 17.

9. Matters as contained on the Plat of Solivita Phase 3A, according to the plat thereof, as recorded in Plat Book 127 at Page 10.

10. Matters as contained on the Plat of Solivita Phase 3B, according to the plat thereof, as recorded in Plat Book 131 at Page 36.

11. Matters as contained on the Plat of Solivita Phase 4A, according to the plat thereof, as recorded in Plat Book 120 at Page 13.

12. Matters as contained on the Plat of Solivita Phase 4B, according to the plat thereof, as recorded in Plat Book 121 at Page 2.

13. Matters as contained on the Plat of Solivita Phase 4C Section 1, according to the plat thereof, as recorded in Plat Book 124 at Page 15.

14. Matters as contained on the Plat of Solivita Phase 4C Section 2, according to the plat thereof, as recorded in Plat Book 124 at Page 33.

15. Matters as contained on the Plat of Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1.

16. Matters as contained on the Plat of Solivita Phase 5F - Unit 1, according to the plat thereof, as recorded in Plat Book 154 at Page 1.

17. Matters as contained on the Plat of Solivita Phase 6A, according to the plat thereof, as recorded in Plat Book 131 at Page 30.

18. Matters as contained on the Plat of Solivita Phase 6B, according to the plat thereof, as recorded in Plat Book 133 at Page 14.

19. Matters as contained on the Plat of Solivita Phase 7A, according to the plat thereof, as recorded in Plat Book 134 at Page 20.

20. Matters as contained on the Plat of Solivita Phase 7B1, according to the plat thereof, as recorded in Plat Book 136 at Page 14.

21. Matters as contained on the Plat of Solivita Phase 7B2, according to the plat thereof, as recorded in Plat Book 136 at Page 39.

22. Matters as contained on the Plat of Solivita Phase 7C, according to the plat thereof, as recorded in Plat Book 136 at Page 3.

23. Matters as contained on the Plat of Solivita Phase 7D, according to the plat thereof, as recorded in Plat Book 137 at Page 9.

24. Matters as contained on the Plat of Solivita Phase 7G 1, according to the plat thereof, as recorded in Plat Book 143 at Page 13.

25. Matters as contained on the Plat of Solivita Phase 7G Unit 1, according to the plat thereof, as recorded in Plat Book 153 at Page 36.

26. Notice of Establishment of the Poinciana Community Development District recorded in Official Records Book 4359 at Page 1193.

27. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 4446 at Page 1706.

28. Notice of Imposition of Non Ad-Valorem Special Assessments and Requirement to Submit Site Plans for Lands within the Poinciana Community Development District recorded in Official Records Book 4480 at Page 732.

29. Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 as amended by the following: a) First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2005; b) Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091; c) Third Amendment to Solivita Club Plan recorded in Official Records Book 7665 at Page 40; and d) Fourth Amendment to Solivita Club Plan recorded in Official Records Book 8287 at Page 1178.

30. Declaration of Restrictions recorded in Official Records Book 4524 at Page 2074.

31. Deed of Conservation Easement recorded in Official Records Book 4628 at Page 531.

32. Resolution No. 03-74 Vacating Plat recorded in Official Records Book 5442 at Page 2092.

33. Resolution No. 05-50 Vacating Plat recorded in Official Records Book 6127 at Page 2029.

34. Conservation Easement recorded in Official Records Book 6322 at Page 1324.

35. Communication Easement recorded in Official Records Book 6591 at Page 2042.

36. Easement for Cable Television and Communications Services recorded in Official Records Book 6629 at Page 592.

37. Deed of Conservation Easement recorded in Official Records Book 6850 at Page 681.

38. Notice of Establishment of the Poinciana West Community Development District recorded in Official Records Book 7007 at Page 1995.

39. Master Deed Restrictions recorded in Official Records Book 7173 at Page 1324.

40. Poinciana West Community Development District's Notice of Series 2007 Special Assessments recorded in Official Records Book 7461 at Page 510.

41. Declaration of Consent to Jurisdiction of Poinciana West Community Development District and to Imposition of Special Assessments recorded in Official Records Book 7461 at Page 1033.

42. Disclosure of Public Financing and Maintenance of Improvements to Real Property undertaken by the Poinciana Community Development District recorded in Official Records Book 7536 at Page 1282.

43. Notice of Boundary Amendment of the Poinciana Community Development District recorded in Official Records Book 7661 at Page 1139.

44. Utility Easement between Avatar Properties Inc. and Poinciana West Community Development District recorded in Official Records Book 8929 at Page 1170.

45. Solivita Club Membership Fee Schedule Solivita Phase 1, recorded in Official Records Book 4514 at Page 1753.

46. Solivita Club Membership Fee Schedule Solivita Phase 1D, recorded in Official Records Book 5444 at Page 1086.

47. Solivita Club Membership Fee Schedule Solivita Phase 1E, recorded in Official Records Book 6049 at Page 1090.

48. Solivita Club Membership Fee Schedule Solivita Phase 1H, being recorded contemporaneously hereto.

49. Solivita Club Membership Fee Schedule Solivita Phase 2A, recorded in Official Records Book 4804 at Page 2008.

50. Solivita Club Membership Fee Schedule Solivita Phase 2B, recorded in Official Records Book 4824 at Page 1094.

51. Solivita Club Membership Fee Schedule Solivita Phase 2C and 2D, recorded in Official Records Book 5123 at Page 1942.

52. Solivita Club Membership Fee Schedule Solivita Phase 3A, recorded in Official Records Book 5941 at Page 461.

53. Solivita Club Membership Fee Schedule Solivita Phase 3B and 6A, recorded in Official Records Book 6358 at Page 115.

54. Solivita Club Membership Fee Schedule Solivita Phase 4A, recorded in Official Records Book 5148 at Page 1041.

55. Solivita Club Membership Fee Schedule Solivita Phase 4B, recorded in Official Records Book 5295 at Page 1527.

56. Solivita Club Membership Fee Schedule Solivita Phase 4C Section 1, recorded in Official Records Book 5700 at Page 2132.

57. Solivita Club Membership Fee Schedule Solivita Phase 4C Section 2, recorded in Official Records Book 5720 at Page 1894.

58. Solivita Club Membership Fee Schedule Solivita Phase 5F, recorded in Official Records Book 7717 at Page 618.

59. Solivita Club Membership Fee Schedule Solivita Phase 5F – Unit 1, recorded in Official Records Book 9088 at Page 1377.

60. Solivita Club Membership Fee Schedule Solivita Phase 6B, recorded in Official Records Book 6467 at Page 146.

61. Solivita Club Membership Fee Schedule Solivita Phases 7A, 7B1, 7B2, 7C and 7D 4C, recorded in Official Records Book 6914 at Page 842.

62. Solivita Club Membership Fee Schedule Solivita Phase 7G-1, recorded in Official Records Book 7871 at Page 124.

63. Solivita Club Membership Fee Schedule Solivita Phase 7G - Unit 1, recorded in Official Records Book 9088 at Page 1372.

All documents recorded in the Public Records of Polk County, Florida.

pg. 176