INSTR # 2021336712
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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

S. Todd Merrill, Esq.
Taylor Morrison
3030 Rocky Pointe Drive
Suite 710
Tampa, FL 33607

TWELFTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION FOR SOLIVITA

THIS TWELFTH AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION FOR SOLIVITA (the "**Twelfth Amendment**") is made by AVATAR PROPERTIES INC., a Florida corporation ("**Developer**") and joined in by Solivita Community Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

WHEREAS, the Amended and Restated Master Declaration for Solivita was recorded on December 27, 2013 in Official Records Book 9142, Page 1843, in the Official Records of Polk County Florida, as the same has been amended from time to time (collectively, the "**Declaration**"); and

WHEREAS, Section 5.3 of the of the Declaration provides that, prior to and including the Turnover Date, Developer shall have the right to amend the Declaration as it deems appropriate in Developer's sole and absolute discretion, without the joinder or consent of any person or entity whatsoever; and

WHEREAS, Developer desires to further amend the Declaration; and

WHEREAS, the Turnover Date has not yet occurred.

NOW THEREFORE, Developer, with the joinder and consent of the Association, hereby amends the Declaration as follows:

Amendments

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

2. Conflicts. In the event that there is a conflict between this Twelfth Amendment and the Declaration, this Twelfth Amendment shall control. Whenever possible, this Twelfth Amendment and the Declaration shall be construed as a single instrument. Except as modified in this Twelfth Amendment, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Twelfth Amendment, this Twelfth Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Twelfth Amendment and any such prior recorded amendment(s), this Twelfth Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Amendment to Section 5.4 – Amendments After the Turnover Date. Section 5.4 is hereby amended to add the following language at the end of the Section:

> To the extent that electronic voting procedures are adopted and the Board provides for electronic voting by its Members, any electronic votes cast shall be deemed to be votes cast in person, and shall also be used in determining quorum as set forth in By-Law Section 3.7.2.

5. Amendment to Section 6.2 – Annexation by Association. Section 6.2 is hereby amended to add the following language at the end of the Section:

> To the extent that electronic voting procedures are adopted and the Board provides for electronic voting by its Members, any electronic votes cast shall be deemed to be votes cast in person, and shall also be used in determining quorum as set forth in Section 3.7.2.

6. Amendment to Section 19 – Site Plans and Plats. Section 19 is hereby amended to add the following language at the end of the Section:

> Notwithstanding anything herein to the contrary, after the Turnover Date the Developer shall maintain the right, in its sole discretion, to record additional plats or replats for property that was previously annexed into Solivita and that is owned by the Developer, as well as maintains the ability to dedicate roadways, common areas, and any other tracts to the Association in the same manner as it did prior to the Turnover Date. The Association shall not have any notice requirements, comment, approval, or any other rights with respect to Developer plats or replats recorded after the Turnover Date.

7. Amendment to Section 26.2 – Ingress and Egress. Section 26.2 is hereby amended to add the following language at the end of the Section:

> Developer, including its successors, assigns, agents, contractors, and invitees shall maintain all rights for ingress and egress set forth within this Master Declaration, including for all times after the Turnover Date, for so long as Developer owns

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undeveloped or unsold Lots, Parcels, or Homes. Developer's ingress and egress rights shall be for any and all purposes set forth in this Master Declaration, including but not limited to those Developer rights set forth in Sections 26.3, 35.1, 35.2, 35.3, 35.4, 35.7, 35.8, and 35.10. Developer's ingress and egress rights shall not be abrogated by any manned or unmanned Access Control Systems, gates, or other device that regulates or blocks access to Solivita, and Developer, its successors, assigns, and invitees shall at all times be entitled to any and all access codes, key cards, keys, and/or other access information, programs, or hardware in order to exercise ingress and egress rights.

8. Amendment to Section 28.13 – Establishment of Assessments. Section 28.13.4 is hereby added to the Declaration and shall read as follows:

Following the Turnover Date, Developer shall be subject to monthly Assessments at a reduced rate of 20% of the monthly Assessment rate. This reduced rate shall apply to all Lots, Homes, and Parcels owned by the Developer until such time as the Developer transfers ownership of such Lot, Home, or Parcel to an Owner.

9. Amendment to Section 35 – Additional Rights of Developer. Section 35.12 is hereby added to the Declaration and shall read as follows:

35.12 Additional Access Rights. Notwithstanding any other provisions in this Master Declaration to the contrary, Developer, successors, assigns, agents, contractors, and invitees shall maintain any and all access rights set forth in the Master Declaration, including at all times following the Turnover Date. This access right shall not be abrogated by any manned or unmanned Access Control Systems, gates, or other device that regulates or blocks access to Solivita, and Developer, its successors, assigns, and invitees shall at all times be entitled to any and all access codes, key cards, keys, and/or other access information, programs, or hardware, and shall be able to access Solivita, the Common Areas, the Club Property, and other property, roadways, or other areas falling under control of the Association, for any and all purposes provided for in the Master Declaration.

10. Amendment to Section 35 – Additional Rights of Developer. Section 35.13 is hereby added to the Declaration and shall read as follows:

35.13 Ratification of Easements. All easements granted or reserved in favor of Developer are hereby confirmed and ratified. Such easements may be exercised at all times by Developer, its successors, assigns, agents, contractors, and invitees following the Turnover Date in the same manner as existed prior to the Turnover Date.

Notwithstanding any other provisions in this Master Declaration to the contrary, Developer, its successors, assigns, and invitees shall maintain any and all access rights set forth in the Master Declaration, including at all times following the Turnover Date. This access right shall not be abrogated by any manned or

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unmanned Access Control Systems, gates, or other device that regulates or blocks access to Solivita, and Developer, its successors, assigns, and invitees shall at all times be entitled to any and all access codes, key cards, keys, and/or other access information, programs, or hardware, and shall be able to access Solivita, the Common Areas, the Club Property, and other property, roadways, or other areas falling under control of the Association, for any and all purposes provided for in the Master Declaration.

11. Amendment to Section 45.4 – Notice. Section 45.4 of the Declaration is hereby amended to add the following language at the end of the Section:

Notice may also be provided to Members by electronic means to the electronic mail address maintained by the Association.

12. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

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IN WITNESS WHEREOF, Developer has executed this Twelfth Amendment on the 22 day of December, 2021.

WITNESSES:

Print Name: KALI RUSSELL

Print Name: MARIA E. PEREZ

AVATAR PROPERTIES INC., a Florida corporation

By: Tracy Briones
Name: Tracy Briones
Title: VICE PRESIDENT

{SEAL}

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

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 22 day of December, 2021 by TRACY BRIONES as Vice President, of Avatar Properties Inc., a Florida corporation, on behalf thereof, who is personally known to me or has produced KNOWN as identification.

(Stamp)

Notary Public State of Florida
Maria E. Perez
My Commission GG 352363
Expires 07/07/2023

Notary Public
Printed Name: MARIA E. PEREZ
My Commission No.: 352363
My Commission Expires: 07/07/2023

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JOINDER
SOLIVITA COMMUNITY ASSOCIATION, INC.

SOLIVITA COMMUNITY ASSOCIATION, INC. ("**Association**") does hereby join in the Twelfth Amendment to the Amended and Restated Master Declaration for Solivita™ (the "**Twelfth Amendment**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Twelfth Amendment, as Association has no right to approve the Twelfth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22 day of December, 2021.

WITNESSES:

Print Name: KALI RUSSELL

Print Name: MARIA E. PEREZ

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

By:
Name: Nora Schuster
Title: President

{SEAL}

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this 22 day of December, 2021 by Nora Schuster, as President, of Solivita Community Association, a Florida not-for-profit corporation, on behalf thereof, who is personally known to me or has produced KNOWN as identification.

(Stamp)

Notary Public State of Florida
Maria E. Perez
My Commission GG 352363
Expires 07/07/2023

Notary Public
Printed Name: MARIA E. PEREZ
My Commission No.: 352363
My Commission Expires: 07/07/2023

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