POINCIANA SUBDIVISION AGREEMENT

THIS POINCIANA SUBDIVISION AGREEMENT ("Agreement") is made as of December 16, 2011 by and between AVATAR PROPERTIES INC., a Florida corporation ("Avatar") and ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit ("APV").

W I T N E S S E T H:

WHEREAS, Avatar caused to be recorded on September 21, 2001 that certain Poinciana Subdivision Declaration in Official Records Book 4805, Page 410 of the Public Records of Polk County, Florida, which Declaration was also recorded on August 10, 2000 in Official Records Book 4510, Page 1454 of the Public Records of Polk County, Florida, as amended (together the "Declaration"); and

WHEREAS, a portion of the property encumbered by the Declaration is located in Osceola County, Florida, which Declaration was recorded in Official Records Book 1932, Page 2808 of the Public records of Osceola County, Florida, as amended; and

WHEREAS, Avatar is no longer in control of the Board of Directors of APV; and

WHEREAS, Avatar and APV has mutually agreed that it is in both of their interests to remove from the Declaration all of the Villages generally known as Solivita and Solivita West and a portion of Solivita Grand, with the aforesaid property to be removed from the Declaration more particularly described on Exhibit "A" hereto (which property is located in both Polk and Osceola Counties) and the portion of Solivita Grand to remain subject to the Declaration more particularly described on Exhibit "A-1" hereto; and

WHEREAS, Avatar and APV have further agreed to terminate or modify certain other agreements entered into by them; and

WHEREAS, Avatar and APV have agreed to terminate certain leases entered into by them with respect to certain property used as parks and for Avatar to convey the lands which are the subject of those leases to APV; and

WHEREAS, the Board of Directors of APV, at a duly called meeting held on October 11, 2011, unanimously authorized the Executive Committee of the Board to act on behalf of the Board and to take any and all actions necessary to carry out the removal of all or portions of Solivita, Solivita West and Solivita Grand from the provisions of the Declaration and to modify or terminate such other agreements as may be necessary and enter into such further agreements as may be necessary in order to accomplish the foregoing;

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. Declaration. Set forth on Exhibit "A" hereto are the legal descriptions of the property which comprise Solivita, Solivita West and a portion of Solivita Grand. Such property shall be removed from the provisions of the Declaration pursuant to the Amendment to Declaration in the form attached hereto as Exhibit "B". Set forth on Exhibit "A-1" hereto is the legal description of the portion of Solivita Grand which shall remain subject to the Declaration. At the Closing (as hereinafter defined) Avatar and APV shall execute such Amendment to Declaration and Avatar shall, at its expense, cause same to be recorded in the public records of Polk County and Osceola County, Florida.

3. Leases. Set forth on Composite Exhibit "C" hereto are three leases between Avatar and APV ("Leases"). At the Closing the Leases shall be terminated and declared null and void and of no further force and effect. At the Closing Avatar and APV shall execute the Termination of Leases in the form attached hereto as Exhibit "D". In connection with such Lease terminations at the Closing Avatar shall convey the properties which were the subject of the Leases to APV pursuant to the Special Warranty Deed form attached hereto as Exhibit "E" ("Deed"). Avatar shall immediately have the Deed recorded along with the Termination of Leases and Avatar shall be responsible for all costs in connection with the recording of such Deed and the Termination of Leases. Avatar shall also cause to be provided to APV, at Avatar's expense, a title insurance policy in the amount of $100,000.00 insuring ownership in APV of the property which was the subject of the Leases.

4. 1985 Agreement. At the Closing Avatar and APV shall amend that certain Agreement dated the 5th day of June, 1985 ("1985 Agreement") pursuant to the Amendment attached hereto as Exhibit "F" ("1985 Amendment"). The purpose of such 1985 Amendment is to remove Solivita, Solivita West and the portion of Solivita Grand from any provisions of such 1985 Agreement.

5. Contribution Agreement. Avatar, APV and Poinciana Village Ten Association, Inc. entered into that certain Contribution Agreement Regarding Beautification Of Landscaping ("Contribution Agreement"). Avatar and APV hereby agree to terminate such Contribution Agreement at the Closing pursuant to the form of Termination Agreement attached hereto as Exhibit "G". At the Closing, Avatar shall cause Poinciana Village Ten Association, Inc. to join in the Termination Agreement. At the Closing, Avatar shall provide to APV written documentation from Solivita Community Association, Inc. and Solivita West Community Association, Inc. confirming their responsibility for such landscaping of Cypress Creek Parkway.

Prior hereto Avatar made payments to APV pursuant to the Contribution Agreement. In accordance with the Contribution Agreement APV could use such funds solely for landscaping costs incurred for the beautification landscaping pursuant to the Cypress Parkway Beautification Use Agreement. As of the date hereof APV is holding a $198,001.46 surplus of such funds. At the Closing APV shall deliver checks totaling such amount to Solivita Community Association, Inc. (70%=$138,601.02) and Solivita West Community Association, Inc. (30%=$59,400.44) as such entities shall now be responsible for all such landscaping.

6. Village Ten Assessment Agreement. That certain Village Ten Assessment Agreement recorded in Official Records Book 4510, Page 1739 of the public records of Polk County, Florida shall be terminated at the Closing pursuant to the Termination Agreement in the form attached hereto as Exhibit "H".

7. Incorporation. APV shall never support the inclusion of Solivita, Solivita West and/or Solivita Grand in any possible future incorporation of Poinciana as a municipality. Avatar shall have the right to enforce this Agreement by seeking an injunction, it being acknowledged by APV that an action for damages may not be sufficient to protect Avatar. The provisions of this Paragraph 7 shall survive the Closing.

8. Closing. The closing of all of the matters and the delivery of all of the instruments contemplated by this Agreement shall occur on December 16, 2011 ("Closing").

9. Miscellaneous

(a) This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) This Agreement shall not be changed, terminated or modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

(c) This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court or competent jurisdiction in Osceola County, Florida.

(d) If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect, provided the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement. If any provision in this Agreement, or the application thereof, is declared or held to be invalid or unenforceable, then such declaration or holding shall be limited to its most narrow application and shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

(e) Captions and headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of any provision hereof.

(f) The exhibits referred to in and attached to this Agreement are hereby incorporated in full in this Agreement by reference.

(g) Typewritten or handwritten provisions inserted in this Agreement and initialed by the parties, and any amendment or addenda initialed or signed by the parties, shall control in the event of any conflict or inconsistency with any other provisions of this Agreement.

(h) This Agreement may be executed in one or more separate counterparts, each of which shall be deemed to be an original but a complete set of which together shall constitute one and the same agreement. This Agreement shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all of the parties. A signature to this Agreement transmitted by electronic transmission or facsimile transmission shall be deemed an original signature.

(i) This Agreement embodies the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether expressed or implied, or oral or written.

(j) Neither of the parties to this Agreement shall seek a jury trial in the event of any litigation arising out of this Agreement or as a result of any relationship between or among the parties hereto. In that regard, it is hereby acknowledged and agreed that. **THE PARTIES HERETO HEREBY MUTUALLY, KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO A TRIAL BY JURY, AND NEITHER OF THEM SHALL SEEK A TRIAL BY JURY, IN ANY LAWSUIT OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) BASED UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREIN. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE AND SHALL BE SUBJECT TO NO EXCEPTIONS. THE PARTIES HERETO HEREBY ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.**

(k) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees, paraprofessional fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Print Name: MARK F. GRANT

Print Name: NEAL D. BOWEN

Print Name: Onylda V. Gilbert

Print Name: LISETTE NAZARENOVSKY

ASSOCIATION OF POINCIANA VILLAGES, INC.

By: Mary E. Emerson
Mary E. Emerson, Member of Executive Committee

By: Anthony Iorio, Jr.
Anthony Iorio, Jr., Member of Executive Committee

Print Name: MARK F. GRANT

Print Name: Neal D. Bowen

By: Dennis J. Getman
Dennis J. Getman, Member of Executive Committee

AVATAR PROPERTIES, INC.

Print Name: Linda N. Gilbert

Print Name: LUCILLE MAZANIEC

By: Patricia K. Fletcher
Patricia Kimball Fletcher, Executive Vice President

RM:8157992.6

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Mark F Grant

Print Name: MARK F GRANT

Neal D. Bowen

Print Name: NEAL D. BOWEN

ASSOCIATION OF POINCIANA VILLAGES, INC.

By: Mary E. Emerson

Mary E. Emerson, Member of Executive Committee

Print Name: _____

By: _____

Anthony Iorio, Jr., Member of Executive Committee

Print Name: _____

By: Dennis J. Getman
Dennis J. Getman, Member of Executive Committee

Print Name: _____

Print Name: _____

AVATAR PROPERTIES, INC.

By: _____
Patricia Kimball Fletcher, Executive Vice President

Print Name: _____

Print Name: _____

Schedule of Exhibits

Exhibit "A"	Legal Description of Solivita, Solivita West and portion of Solivita Grand to be removed from the Declaration
Exhibit "A-1"	Legal Description of portion of Solivita Grand to remain subject to the Declaration
Exhibit "B"	Form of Amendment to Declaration
Composite Exhibit "C"	Leases between Avatar and APV
Exhibit "D"	Termination of Leases
Exhibit "E"	Form of Special Warranty Deed
Exhibit "F"	1985 Amendment
Exhibit "G"	Form of Termination Agreement of Contribution Agreement
Exhibit "H"	Form of Termination Agreement of Village Ten Assessment Agreement

EXHIBIT "A"

Legal Description of Solivita, Solivita West and Portion of Solivita Grand to be Removed from the Declaration

PORTION OF REPLAT OF POINCIANA NEIGHBORHOOD 1 WEST-NORTH, VILLAGE 4

LEGAL DESCRIPTION:

THAT PORTION OF REPLAT OF POINCIANA, NEIGHBORHOOD 1 WEST-NORTH, VILLAGE 4, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 62, PAGES 33 THROUGH 35, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING NORTH OF CYPRESS PARKWAY, LESS AND EXCEPT, TRACT A, TRACT B AND VACATED HUCKELBERRY AVENUE, LYING WITHIN SAID PLAT.

CONTAINING 87.105 ACRES, MORE OR LESS.

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EXHIBIT 1

LEGAL DESCRIPTION

SOLIVITA

All of Solivita Phase 1, according to the plat thereof, recorded in Plat Book 112 at Page 1; All of Solivita Phase 1D, according to the plat thereof, recorded in Plat Book 122 at Page 9; All of Solivita Phase 1E, according to the plat thereof, recorded in Plat Book 128 at Page 27; All of Solivita Phase 2A, according to the plat thereof, recorded in Plat Book 115 at Page 9; All of Solivita Phase 2B, according to the plat thereof, recorded in Plat Book 115 at Page 34; All of Solivita Phase 2C, according to the plat thereof, recorded in Plat Book 118 at Page 12; All of Solivita Phase 2D, according to the plat thereof, recorded in Plat Book 118 at Page 17; All of Solivita Phase 3A, according to the plat thereof, recorded in Plat Book 127 at Page 10; All of Solivita Phase 3B, according to the plat thereof, recorded in Plat Book 131 at Page 36; All of Solivita Phase 4A, according to the plat thereof, recorded in Plat Book 120 at Page 13; All of Solivita Phase 4B, according to the plat thereof, recorded in Plat Book 121 at Page 2; All of Solivita Phase 4C Section 1, according to the plat thereof, recorded in Plat Book 124 at Page 15; All of Solivita Phase 4C Section 2, according to the plat thereof, recorded in Plat Book 124 at Page 33; All of Solivita Phase 6A, according to the plat thereof, recorded in Plat Book 131 at Page 30; All of Solivita Phase 6B, according to the plat thereof, recorded in Plat Book 133 at Page 14, all of which is recorded in the Public Records of Polk County, Florida.

Exhibit A

Legal Description
Solivita

A replat of Poinciana Neighborhood 1 East, Village 4 according to the plat thereof recorded in Plat Book 56, Pages 25 through 31 of the Public Records of Polk County, Florida.
And
A portion of Poinciana Neighborhood 2, Village 4 according to the plat thereof recorded in Plat Book 56, Pages 42 through 58 of the Public Records of Polk County, Florida.
And
A replat of Tract F-1 and Tract P-B5 of Solivita Phase 1E, according to the plat thereof as recorded in Plat Book 128, Pages 27 through 30 of the Public Records of Polk County, Florida,
And
A replat of Tract P-C1 and a portion of Tract G-4 of Solivita - Phase 1, according to the plat thereof as recorded in Plat Book 112, Pages 1 through 14 of the Public Records of Polk County, Florida,
And
A replat of Parcel PK-8 and a portion of Tract C-1 of Solivita - Phase IVA, according to the plat thereof as recorded in Plat Book 120, Pages 13 through 17 of the Public Records of Polk County, Florida,

All lying within Sections 14 and 15, Township 27 South, Range 28 East, Polk County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 14; thence run South 00° 09' 01" West, along the West line of said Section 14 a distance of 300.00 feet to the Point of Beginning; also being a point

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on the Southerly right of way line of Cypress Parkway as shown on said Plat of Poinciana Neighborhood 1 East, Village 4; thence South 89° 46' 58" East, along said Southerly right of way line 2172.13 feet; thence leaving said Southerly right of way line, run South 00° 13' 02" West, 335.00 feet along the Westerly line of a Parcel of land as described in Official Record Book 5725, Pages 1851 through 1855 of the Public Records of Polk County, Florida to a point on the Southerly line of said Parcel; thence South 89° 46' 40" East, along said Southerly line, 323.30 feet to a point on the Westerly right of way line of Laurel Avenue as shown on said Plat of Poinciana Neighborhood 1 East, Village 4, being a point on a non-tangent curve concave Westerly, having a radius of 1350.00 feet, a central angle of 09° 57' 41" and a chord of 234.42 feet that bears South 08° 04' 27" West; thence along the arc of said curve and Westerly right of way line a distance of 234.71 feet; thence leaving said curve and Westerly right of way line, run North 58° 24' 19" West, 330.00 feet along the Northerly line of a Parcel of land as described in Official Record Book 2070, Page 1933 of the Public Records of Polk County, Florida to a point on the Westerly line of said Parcel; thence South 31° 35' 41" West, along said Westerly line 376.04 feet to a point on the Southerly line of said Parcel; thence the following courses and distance along said Southerly line, South 81° 02' 59" East, 119.59 feet; thence South 58° 24' 19" East, 286.04 feet to a point on said Westerly right of way line of Laurel Avenue, being a point on a non-tangent curve concave Westerly, having a radius of 1350.00

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feet, a central angle of 06° 24' 49" and a chord of 151.04 feet that bears North 24° 10' 18" East; thence along the arc of said curve and Westerly right of way line a distance of 151.12 feet; thence leaving said curve and Westerly right of way line, run South 69° 02' 07" East, 280.00 feet to a point on non-tangent curve concave Westerly, having a radius of 1630.00 feet, a central angle of 20° 44' 51" and a chord of 587.03 feet that bears North 10° 35' 28" East; thence along the arc of said curve a distance of 590.25 feet to the point of tangency; thence North 00° 13' 02" East, 267.20 feet to a point on said Southerly right of way line of Cypress Parkway; thence South 89° 46' 40" East, along said Southerly right of way line 496.59 feet to a point on the Westerly line of Tract P-B6 per said Plat of Solivita - Phase IE; thence South 00° 13' 20" West, along said Westerly line 25.00 feet to a point on the Northerly right of way line of Milano Road per said Plat of Solivita - Phase IE, being a point on a non-tangent curve concave Southeasterly, having a radius of 65.00 feet, a central angle of 51° 52' 49" and a chord of 56.87 feet that bears South 64° 16' 56" West; thence along the arc of said curve and Northerly right of way line a distance of 58.86 feet to a point on the Northerly lot line of Lot 65 per said Plat of Solivita - Phase IE; thence leaving said curve and Northerly right of way line, run North 51° 39' 29" West, along said Northerly lot line 17.63 feet; thence North 89° 47' 22" West, along said Northerly lot line 127.00 feet to the rear lot line of said Lot 65; thence South 00° 12' 38" West, along the rear lot lines of Lots 65 through 71 per said Plat of Solivita -

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Phase IE a distance of 569.80 feet to a point on the Northerly lot line of Lot 72 per said Plat of Solivita - Phase IE; thence North 89° 47' 22" West, along said Northerly lot line 5.00 feet to the rear lot line of said Lot 72, being a point on a non-tangent curve concave Northeasterly, having a radius of 357.00 feet, a central angle of 61° 09' 06" and a chord of 363.20 feet that bears South 30° 21' 55" East; thence along the arc of said curve and the rear lot lines of Lots 72 through 75 per said Plat of Solivita - Phase IE a distance of 381.03 feet to the point of reverse curvature of a curve to the right, having a radius of 343.00 feet and a central angle of 09° 48' 41"; thence along the arc of said curve and rear lot line of Lot 75 a distance of 58.74 feet to a point on the Northerly line of Tract G-4 per said Plat of Solivita - Phase IE; thence leaving said curve and rear lot line of Lot 75, run the following courses and distances along said Northerly line of Tract G-4, South 44° 00' 00" West, 431.52 feet to the point of curvature of a curve to the left, having a radius of 440.50 feet and a central angle of 05° 51' 31"; thence along the arc of said curve a distance of 45.04 feet to the point of tangency; thence South 38° 08' 29" West, 60.87 feet; thence South 49° 20' 10" West, 76.16 feet; thence South 38° 08' 29" West, 40.87 feet to the Southerly boundary line of said Solivita - Phase IE; thence leaving said Northerly line of Tract G-4, run South 51° 51' 31" East, along said Southerly boundary line 80.14 feet; thence South 38° 08' 29" West, along said Southerly boundary line 70.00 feet; thence leaving said Southerly boundary line, run South 00° 00' 41" East, 191.92 feet to a point

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on the Westerly line of Tract M, per said Plat of Solivita Phase 1; thence South 08° 27' 59" West, along said Westerly line 187.01 feet; thence leaving said Westerly line, run North 86° 30' 18" West, 149.94 feet to a point on the Northerly line of Tract G-4 per said Plat of Solivita Phase 1; thence the following courses and distances along said Northerly line of Tract G-4, also being a point of curvature of a curve to the left, having a radius of 110.00 feet and a central angle of 29° 41' 26"; thence along the arc of said curve a distance of 57.00 feet to the point of reverse curvature of a curve to the right, having a radius of 413.60 feet and a central angle of 23° 36' 18"; thence along the arc of said curve a distance of 170.40 feet to the point of reverse curvature of a curve to the left, having a radius of 519.60 feet and a central angle of 22° 25' 04"; thence along the arc of said curve a distance of 203.30 feet to the point of tangency; thence South 64° 59' 31" West, 91.07 feet to the point of curvature of a curve to the right, having a radius of 152.50 feet and a central angle of 24° 28' 21"; thence along the arc of said curve a distance of 65.14 feet to the point of compound curvature of a curve to the right, having a radius of 64.00 feet and a central angle of 04° 06' 44"; thence along the arc of said curve a distance of 4.59 feet; thence leaving said curve and Northerly line of Tract G-4, run South 52° 00' 36" West, 315.98 feet to a point on the Westerly boundary line of said Plat of Solivita Phase 1; thence South 47° 40' 43" West, along said Westerly boundary line 114.60 feet; thence leaving said Westerly boundary line, run South 48° 22' 18" West, 556.62 feet; thence South 06° 27' 29" East,

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102.60 feet; thence South 64° 11' 07" West, 145.68 feet; thence Sputh 10° 05' 51" East, 90.07 feet; thence South 38° 05' 05" West, 495.64 feet to a point on said Westerly boundary line; thence South 06° 15' 51" East, along said Westerly boundary line 1639.65 feet to a point on the Northerly right of way line of Solivita Boulevard per said Solivita Phase 1, being a point on a non-tangent curve concave Southerly, having a radius of 369.00 feet, a central angle of 04° 43' 52" and a chord of 30.46 feet that bears South 55° 20' 47" West; thence along the arc of said curve and Northerly right of way line a distance of 30.47 feet to the point of tangency; thence South 57° 42' 43" West, along said Northerly right of way line 146.49 feet to a point on the Easterly boundary line of said Solivita Phase IVA; thence leaving said Northerly right of way line, run the following courses and distances along said Easterly boundary line, North 05° 03' 58" West, 93.70 feet; thence North 58° 14' 29" West, 48.67 feet; thence North 83° 03' 04" West, 117.14 feet; thence North 50° 00' 40" West, 116.23 feet; thence North 04° 14' 28" West, 61.96 feet; thence North 17° 42' 44" East, 146.18 feet; thence North 67° 16' 03" East, 53.16 feet; thence North 56° 15' 01" East, 90.18 feet; thence North 32° 18' 50" East, 87.72 feet; thence North 81° 40' 07" West, 52.48 feet; thence North 11° 08' 37" East, 68.60 feet; thence North 10° 40' 45" East, 91.83 feet; thence North 38° 03' 53" West, 76.83 feet; thence North 64° 09' 01" West, 98.31 feet; thence South 33° 43' 31" West, 27.53 feet; thence North 51° 06' 39" West, 91.72 feet; thence North 22° 25' 40" West, 121.85 feet; thence South 74° 11' 39" West, 71.45 feet; thence North 85° 47' 45"

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West, 183.36 feet; thence North 43° 18' 57" West, 19.24 feet; thence North 60° 50' 50" West, 335.50 feet; thence North 33° 49' 51" East, 167.83 feet; thence North 40° 53' 39" East, 294.12 feet; thence North 24° 23' 08" West, 158.92 feet; thence North 29° 59' 11" West, 136.24 feet; thence South 88° 01' 14" West, 126.57 feet; thence South 11° 48' 25" West, 198.25 feet; thence South 48° 50' 34" West, 94.70 feet; thence North 29° 42' 35" West, 328.29 feet; thence leaving said Easterly boundary line, run South 69° 09' 42" West, 121.19 feet; thence South 67° 38' 13" West, 124.70 feet; thence South 65° 40' 38" West, 92.42 feet; thence South 43° 25' 53" West, 14.33 feet to a point on the rear lot line of Lot 91 per said Solivita Phase IVA; thence North 48° 52' 43" West, 149.67 feet along said rear lot line of Lot 91 and the rear lot line of Lot 92 per said Solivita Phase IVA to a point on the Southerly line of Parcel PK-8 per said Solivita Phase IVA; thence the following courses and distances along said Southerly line, South 41° 07' 17" West, 140.28 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 120.00 feet, a central angle of 63° 41' 11" and a chord of 126.62 feet that bears North 87° 48' 56" West; thence along the arc of said curve a distance of 133.38 feet to the point of tangency; thence South 60° 20' 29" West, 185.28 feet to the point of curvature of a curve to the left, having a radius of 4086.96 feet and a central angle of 02° 29' 59"; thence along the arc of said curve a distance of 178.31 feet to the point of tangency; thence South 57° 50' 30" West, 146.19 feet to the point of curvature of a curve to the right, having a radius of 25.00 feet and a

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central angle of 66° 20' 37"; thence along the arc of said curve a distance of 28.95 feet to a point of the Northerly boundary line of said Solivita Phase IVA; thence leaving said curve and the Southerly line of Parcel PK-8, run South 57° 50' 29" West, along said Northerly boundary line 4.85 feet to a point on the Easterly boundary line of Solivita Phase 7A as currently proposed as of March 15, 2005; thence the following courses and distances along said Easterly boundary line, North 32° 09' 30" West, 345.55 feet to the point of curvature of a curve to the right, having a radius of 1287.00 feet and a central angle of 16° 30' 09"; thence along the arc of said curve a distance of 370.68 feet to the point of tangency; thence North 15° 39' 21" West, 531.07 feet to the point of curvature of a curve to the right, having a radius of 15.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 23.56 feet to the point of tangency; thence North 74° 20' 39" East, 1.00 feet; thence North 15° 39' 21" West, 50.00 feet; thence South 74° 20' 39" West, 1.00 feet to the point of curvature of a curve to the right, having a radius of 15.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 23.56 feet to the point of tangency; thence leaving said Easterly boundary line of Solivita Phase 7A, run the following courses and distances along the Easterly boundary line of propose Solivita 7F, North 15° 39' 21" West, 131.81 feet to the point of curvature of a curve to the left, having a radius of 1986.00 feet and a central angle of 02° 16' 57"; thence along the arc of said curve a distance of 79.12 feet; thence leaving

EXHIBIT A

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said curve, run North 72° 03' 42" East, 19.00 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 2005.00 feet, a central angle of 07° 04' 05" and a chord of 247.18 feet that bears North 21° 28' 21" West; thence along the arc of said curve a distance of 247.34 feet to the point of reverse curvature of a curve to the right, having a radius of 75.00 feet and a central angle of 86° 33' 17"; thence along the arc of said curve a distance of 113.30 feet to the point of tangency; thence North 61° 32' 53" East, 1.08 feet; thence North 28° 27' 07" West, 100.00 feet; thence South 61° 32' 53" West, 1.08 feet to the point of curvature of a curve to the right, having a radius of 75.00 feet and a central angle of 86° 33' 17"; thence along the arc of said curve a distance of 113.30 feet to the point of reverse curvature of a curve to the left, having a radius of 2005.00 feet and a central angle of 06° 33' 23"; thence along the arc of said curve a distance of 229.43 feet; thence leaving said curve, run South 51° 32' 47" West, 19.00 feet to a point on non-tangent a curve to the left, having a radius of 1986.00 feet, a central angle of 01° 12' 08" and a chord of 41.67 feet that bears North 39° 03' 17" West; thence along the arc of said curve a distance of 41.68 feet to the point of tangency; thence North 39° 39' 21" West, 466.42 feet to the point of curvature of a curve to the right, having a radius of 25.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 39.27 feet; thence leaving said curve, run North 39° 39' 21" West, 50.00 feet to a point on a non-tangent curve concave Northerly, having a radius of 25.00 feet, a central angle of 90° 00'

EXHIBIT A

00" and a chord of 35.36 feet that bears North 84° 39' 21" West; thence along the arc of said curve a distance of 39.27 feet to the point of tangency; thence North 39° 39' 21" West, 120.41 feet to the point of curvature of a curve to the right, having a radius of 1669.00 feet and a central angle of 13° 58' 33"; thence along the arc of said curve a distance of 407.11 feet to the point of compound curvature of a curve to the right, having a radius of 1225.00 feet and a central angle of 25° 46' 18"; thence along the arc of said curve a distance of 551.00 feet to the point of tangency; thence North 00° 05' 30" East, 192.19 feet to the point of curvature of a curve to the right, having a radius of 25.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 39.27 feet to the point of tangency also being a point on the aforesaid Southerly right of way line of Cypress Parkway; thence leaving said Easterly boundary line of propose Solivita 7F, run South 89° 54' 30" East, along said Southerly right of way line 2930.85 feet to the Point of Beginning.

Said parcel contains 368.51 acres, more or less.

EXHIBIT A

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Exhibit B

Legal Description
The Courtyards at Montelena

All of SOLIVITA PHASE 5F, according to the plat thereof, recorded in Plat Book 145, at Page 1, of the Public Records of Polk County, Florida

SOLIVITA GRAND

LEGAL DESCRIPTION:

POINCIANA NEIGHBORHOOD 2 NORTH, VILLAGE 2 AS RECORDED IN PLAT BOOK 3, PAGES 88-98 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINING 606.200 ACRES, MORE OR LESS;

TOGETHER WITH:

POINCIANA NEIGHBORHOOD 2 SOUTH, VILLAGE 2 AS RECORDED IN PLAT BOOK 3, PAGES 99-108 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINING 559.897 ACRES, MORE OR LESS;

TOGETHER WITH:

POINCIANA NEIGHBORHOOD 4, VILLAGE 2 AS RECORDED IN PLAT BOOK 3, PAGES 120-132 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINING 631.934 ACRES, MORE OR LESS;

TOGETHER WITH:

POINCIANA NEIGHBORHOOD 5 EAST, VILLAGE 2 AS RECORDED IN PLAT BOOK 3, PAGES 133-134 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINING 554.742 ACRES, MORE OR LESS;

TOGETHER WITH:

POINCIANA NEIGHBORHOOD 5 WEST, VILLAGE 2 AS RECORDED IN PLAT BOOK 3, PAGES 135-143 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, CONTAINING 437.336 ACRES, MORE OR LESS;

Solivita West Legal Description

A portion of Replat of Poinciana Village 4 Neighborhood 1 West-North, according to the plat thereof as recorded in Plat Book 62, Pages 33 through 35 inclusive, of the Public Records of Polk County, Florida.
And
A portion of Poinciana Village 4 Neighborhood 1 West-South according to the plat thereof as recorded in Plat Book 56, Pages 32 through 41 inclusive, of the Public Records of Polk County, Florida.
And
A portion of Poinciana Village 4 Neighborhood 3, according to the plat thereof as recorded in Plat Book 57, Pages 1 through 8 inclusive, of the Public Records of Polk County, Florida
And
A portion of Poinciana Neighborhood 1 East Village 4, according to the plat thereof as recorded in Plat Book 56, Pages 25 through 31 inclusive, of the Public Records of Polk County, Florida,
And
A portion of Solivita - Phase IVA, according to the plat thereof as recorded in Plat Book 120, Pages 13 through 17 inclusive, of the Public Records of Polk County, Florida,
And
A portion of Solivita - Phase IVC Section 2, according to the plat thereof as recorded in Plat Book 124, Pages 33 through 38 inclusive, of the Public Records of Polk County, Florida,

All lying within Sections 15, 16, 21, 22 and 27, Township 27 South, Range 28 East, Polk County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 15; thence run South 89° 54' 30" East along the North line of the Northwest 1/4 of said Section 15, also being the North line of the said Replat of Poinciana Village 4 Neighborhood 1 West-North, for a distance of 2357.51 feet to the Northeast corner of said Replat; thence run South 00° 05' 30" West, along the East line of said Replat, a distance of 300.00 feet to the Point of Beginning; also being a point on the Southerly right of way line of Cypress Parkway; thence South 89° 54' 30" East along said Southerly right of way line a distance of 25.02 feet to the point of a cusp of a curve concave Southeasterly, having a radius of 25.00 feet, a central angle of 90° 00' 00" and a chord of 35.36 feet that bears South 45° 05' 30" West; thence leaving said Southerly right of way line, run along the arc of said curve a distance of 39.27 feet to the point of tangency; thence South 00° 05' 30" West, 192.19 feet to the point of curvature of a curve to the left, having a radius of 1225.00 feet and a central angle of 25° 46' 18"; thence along the arc of said curve a distance of 551.00 feet to the point of compound curvature of a curve to the left, having a radius of 1669.00 feet and a central angle of 13° 58' 33"; thence along the arc of said curve a distance of 407.11 feet to the point of tangency; thence South 39° 39' 21" East, 120.41 feet to the point of curvature of a curve to the left, having a radius of 25.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 39.27 feet; thence leaving said curve, run South 39° 39' 21" East, 50.00 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 25.00 feet, a central angle of 90° 00' 00" and a chord of 35.36 feet that bears South 05° 20' 39" West; thence along the arc of said curve a distance of 39.27 feet to the point of tangency; thence South 39° 39' 21" East, 466.42 feet to the point of curvature of a curve to the right, having a radius of 1986.00 feet and a central angle of 1° 12' 08"; thence along the arc of said curve a distance of 41.68 feet; thence leaving said curve, run North 51° 32' 47" East, 19.00 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 2005.00 feet, a central angle of 6° 33' 23" and a chord of 229.31 feet that bears South 35° 10' 31" East; thence along the arc of said curve a distance of 229.43 feet to the point of reverse curvature of a curve to the left, having a radius of 75.00 feet and a central angle of 86° 33' 17"; thence along the arc of said curve a distance of 113.30 feet to the point of tangency; thence North 61° 32' 53" East, 1.08 feet; thence South 28° 27' 07" East, 100.00 feet; thence South 61° 32' 53" West, 1.08 feet to the point of curvature of a curve to the left, having a radius of 75.00 feet and a central angle of 86° 33' 17"; thence along the arc of said curve a distance of

113.30 feet to the point of reverse curvature of a curve to the right, having a radius of 2005.00 feet and a central angle of 7° 04' 05"; thence along the arc of said curve a distance of 247.34 feet; thence leaving said curve, run South 72° 03' 42" West, 19.00 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 1986.00 feet, a central angle of 2° 16' 57" and a chord of 79.11 feet that bears South 16° 47' 50" East; thence along the arc of said curve a distance of 79.12 feet to the point of tangency; thence South 15° 39' 21" East, 131.81 feet to point of curvature of a curve to the left, having a radius of 15.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 23.56 feet to the point of tangency; thence North 74° 20' 39" East, 1.00 feet; thence South 15° 39' 21" East, 50.00 feet; thence South 74° 20' 39" West, 1.00 feet to the point of curvature of a curve to the left, having a radius of 15.00 feet and a central angle of 90° 00' 00"; thence along the arc of said curve a distance of 23.56 feet to the point of tangency; thence South 15° 39' 21" East, 531.07 feet to the point of curvature of a curve to the left, having a radius of 1287.00 feet and a central angle of 16° 30' 09"; thence along the arc of said curve a distance of 370.68 feet to the point of tangency; thence South 32° 09' 30" East, 345.55 feet to a point on the Northerly boundary line of Solivita -Phase IVA as recorded in Plat Book 120, Pages 13 through 17 of the Public Records of Polk County, Florida; thence South 57° 50' 29" West, along said Northerly boundary line 62.00 feet to the Westerly boundary line of said Solivita - Phase IVA; thence South 32° 09' 30" East, 400.05 feet along said Westerly boundary line to the point of curvature of a curve to the right, having a radius of 1400.00 feet and a central angle of 40° 56' 32"; thence along the arc of said curve and Westerly boundary line a distance of 1000.40 feet to a point on a non-tangent curve concave Westerly, having a radius of 37.00 feet, a central angle of 51° 28' 48", and a chord of 32.14 feet that bears North 19° 38' 52" East; thence along the arc of said curve 33.24 feet to a point on the Southwesterly right of way line of Solivita Boulevard per said Solivita - Phase IVA; thence leaving said right of way line run North 83° 54' 34" East, 62.00 feet to a point on the Northeasterly right of way line of said Solivita Boulevard, said point being on a non-tangent curve concave Easterly, having a radius of 210.00 feet, a central angle of 12° 22' 43", and a chord of 45.28 feet that bears South 12° 16' 56" East; thence along the arc of said curve a distance of 45.37 feet to the point of compound curvature of a curve to the left, having a radius of 25.00 feet and a central angle of 30° 04' 33"; thence along the arc of said curve a distance of 13.12 feet to the point of reverse curvature of a curve to the right, having a radius of 87.00 feet and a central angle of 37° 38' 26"; thence along the arc of said curve a distance of 57.15 feet to the point of reverse curvature of a curve to the left, having a radius of 25.00 feet and a central angle of 30° 05' 26"; thence along the arc of said curve a distance of 13.13 feet to the point of compound curvature of a curve to the left, having a radius of 210.00 feet and a central angle of 14° 57' 05"; thence along the arc of said curve a distance of 54.80 feet to a point on said Northeasterly right of way of line of Solivita Boulevard; thence leaving said right of way line run South 34° 03' 07" West, 62.00 feet to a point on the Southeasterly right of way line of Solivita Boulevard, said point being on a non-tangent curve concave Southerly, having a radius of 25.00 feet, a central angle of 75° 26' 30", and a chord of 30.59 feet that bears South 86° 19' 52" West; thence along the arc of said curve a distance of 32.92 feet to the point of tangency; thence South 48° 36' 38" West, 89.56 feet to the point of curvature of a curve to the left, having a radius of 87.00 feet and a central angle of 29° 37' 44"; thence along the arc of said curve a distance of 44.99 feet to a point on the Southeasterly right of way line of Montage Lane per said Solivita - Phase IVA; thence leaving said right of way line run North 71° 01' 06" West, 50.00 feet to a point on the Northwesterly right of way line of said Montage Lane said point being on a non-tangent curve concave Northwesterly, having a radius of 1420.00 feet, a central angle of 2° 47' 46", and a chord of 69.29 feet that bears North 17° 35' 01" East; thence along the arc of said curve a distance of 69.30 feet to the point of compound curvature of a curve to the left, having a radius of 37.00 feet and a central angle of 61° 37' 37"; thence along the arc of said curve a distance of 39.80 feet to the point of reverse curvature of a curve to the right, having a radius of 87.00 feet and a central angle of 0° 44' 48"; thence along the arc of said curve a distance of 1.13 feet to a point on said Westerly boundary line of Solivita - Phase IVA; thence run the following courses and distance along said Westerly boundary line said point being on a non-tangent curve concave Westerly having a radius of 1400.00 feet, a central angle of 18° 01' 12" and a chord of 438.50 feet that bears South 23° 50' 28" West; thence along the arc of said curve a distance of 440.31 feet to the point of tangency; thence South 32° 51' 04" West, 556.37 feet; thence South 54° 05' 29" East, 39.14 feet; thence North 74° 41' 27" East, 16.35 feet to a point on the

Westerly boundary line of Solivita - Phase IVB as recorded in Plat Book 121, Pages 2 through 6 of the Public Records of Polk County, Florida; thence leaving said Westerly boundary line of Solivita - Phase IVA, run the following courses and distances along said Westerly boundary line Solivita - Phase IVB; South 32° 50' 30" West, 309.24 feet to the point of curvature of a curve to the left, having a radius of 1825.00 feet and a central angle of 24° 02' 18"; thence along the arc of said curve a distance of 765.68 feet to the point of tangency; thence South 08° 48' 12" West, 793.10 feet to a point on the Westerly boundary line of Solivita Phase IVC Section 1 as recorded in Plat Book 124, Pages 15 through 18 of the Public Records of Polk County, Florida; thence continue South 08° 48' 12' West, 1480.85 feet along said Westerly boundary line to a point on the Westerly boundary line of Solivita - Phase IVC Section 2 as recorded in Plat Book 124, Pages 33 through 38 of the Public Records of Polk County, Florida; thence continue South 08° 48' 12" West, 288.76 feet along said Westerly boundary line; thence leaving said Westerly boundary line, run North 48° 33' 03" East, 90.45 feet; thence North 10° 11' 29" East, 41.02 feet to a point on the Southerly line of Tract B-3 of said Solivita Phase IVC Section 2; thence South 80° 21' 50" East, 122.59 feet along said Southerly line to a point on the right of way line of Barcelona Drive per Solivita Phase IVC Section 2; Thence the following courses and distances along said right of way line, said point being on a non-tangent curve concave Northwesterly, having a radius of 11.00 feet, a central angle of 32° 41' 39", and a chord of 6.20 feet that bears South 73° 50' 30" West; thence along the arc of said curve a distance of 6.28 feet to the point of reverse curvature of a curve to the left, having a radius of 230.00 feet and a central angle of 47° 52' 05"; thence along the arc of said curve a distance of 192.15 feet to the point of compound curvature of a curve to the left, having a radius of 50.00 feet and a central angle of 234° 07' 16"; thence along the arc of said curve a distance of 204.31 feet to the point of reverse curvature of a curve to the right, having a radius of 25.00 feet and a central angle of 66° 34' 29"; thence along the arc of said curve a distance of 29.05 feet; thence leaving said curve and right of way line of Barcelona Drive, run South 08° 41' 06" East, 126.41 feet along the Westerly line of said Tract B-4 to a point on the Southerly line of said Tract B-4; thence leaving said Westerly line, run North 85° 21' 22" West, 30.72 feet; thence South 81° 22' 22" West, 27.50 feet; thence South 56° 36' 05" West, 23.84 feet; thence South 38° 51' 43" West, 17.98 feet; thence South 01° 01' 23" West, 29.75 feet; thence South 04° 10' 01" East, 21.93 feet; thence South 16° 35' 26" East, 31.39 feet; thence South 10° 18' 54" West, 92.54 feet; thence South 10° 52' 38" West, 62.33 feet; thence South 33° 51' 08" West, 2.14 feet; thence South 86° 27' 14" West, 22.23 feet; thence North 63° 47' 00" West, 18.39 feet; thence North 46° 51' 20" West, 30.71 feet; thence North 71° 53' 34" West, 19.89 feet to a point on the Westerly boundary line of said Solivita Phase IVC Section 2; thence the following courses and distances along said Westerly boundary line Solivita - Phase IVC Section 2; thence South 08° 48' 12" West, 236.83 feet; thence North 81° 11' 27" West, 49.45 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1271.75 feet, a central angle of 39° 58' 39"; and a chord of 869.46 feet that bears South 28° 47' 52" West; thence along the arc of said curve a distance of 887.35 feet to the point of tangency; thence South 48° 47' 11" West, 218.95 feet; thence South 41° 09' 19" East, 52.25 feet; thence South 48° 47' 11" West, 256.95 feet; thence North 41° 11' 48" West, a distance of 149.91 feet to a point on the Westerly boundary line of said Poinciana Village 4 Neighborhood 3 as recorded in Plat Book 57, Pages 1 through 8 of the Public Records of Polk County, Florida; thence the following courses and distances along said Westerly boundary line; North 41° 11' 48" West, a distance of 300.00 feet to the point of curvature of a curve to the left, having a radius of 1925.00 feet, and a central angle of 8° 30' 00"; thence along the arc of said curve a distance of 285.58 feet to the point of tangency; thence North 49° 41' 48" West, 686.31 feet to the point of curvature of a curve to the right, having a radius of 2025.00 feet, and a central angle of 54° 47' 18"; thence along the arc of said curve a distance of 1936.38 feet to the point of tangency; thence North 05° 05' 30" East, a distance of 696.42 feet to the point of curvature of a curve to the left, having a radius of 1125.00 feet, and a central angle of 28° 00' 00"; thence along the arc of said curve a distance of 549.78 feet to the point of tangency; thence North 22° 54' 30" West, a distance of 425.00 feet to the Northwest corner of the said plat of Poinciana Village 4 Neighborhood 3; also being the Southwest corner of the aforementioned plat of Poinciana Village 4 Neighborhood 1 West-South; thence along the Westerly boundary of said Poinciana Village 4 Neighborhood 1 West-South the following courses and distances; North 22° 54' 30" West, a distance of 1734.54 feet to the point of curvature of a curve to the left, having a radius of 3224.82 feet, and a central angle of 17° 24' 21"; thence along

the arc of said curve a distance of 979.67 feet to the point of tangency; thence North 40° 18' 51" West, a distance of 2040.00 feet to the Northwest corner of the said plat of Poinciana Village 4 Neighborhood 1 West-South, also being the Southwest corner of the aforementioned Replat of Poinciana Village 4 Neighborhood 1 West-North; thence along the Westerly boundary of said replat the following courses and distances; North 40° 18' 51" West, a distance of 767.23 feet; thence North 50° 11' 54" West, a distance of 1730.06 feet to a point on the aforesaid Southerly right of way line of Cypress Parkway; thence leaving the Westerly boundary, run along said Southerly right of way line the following courses and distances; South 75° 00' 00" East, a distance of 1393.85 feet; to the point of curvature of a curve to the left, having a radius of 2650.00 feet, and a central angle of 52° 39' 45"; thence along the arc of said curve a distance of 2435.70 feet to the point of tangency; thence North 52° 28' 14" East, a distance of 1094.45 feet; to the point of curvature of a curve to the right, having a radius of 2350.00 feet, and a central angle of 37° 37' 16"; thence along the arc of said curve a distance of 1543.04 feet to the point of tangency; thence South 39° 54' 30" East, a distance of 413.84 feet to the Point of Beginning.

Said parcel contains 949.96 acres, more or less.

The Plat of Solivita 7A, according the Plat recorded in Plat Book 134, Page 20 of the Public Records of Polk County, Florida.

The Plat of Solivita 7C according the Plat recorded in Plat Book 136, Page 3 of the Public Records of Polk County, Florida.

The Plat of Solivita 7B1, according the Plat recorded in Plat Book 136, Page 14 of the Public Records of Polk County, Florida.

The Plat of Solivita 7B2, according the Plat recorded in Plat Book 136, Page 39 of the Public Records of Polk County, Florida.

The Plat of Solivita 7D, according the Plat recorded in Plat Book 137, Page 9 of the Public Records of Polk County, Florida.

The Plat of Solivita 7G1, according the Plat recorded in Plat Book 143, Page 13 of the Public Records of Polk County, Florida.

EXHIBIT "A-1"

Legal Description of Portion of Solivita Grand to Remain Subject to the Declaration

PORTION OF REPLAT OF POINCIANA NEIGHBORHOOD 1 WEST-NORTH, VILLAGE 4

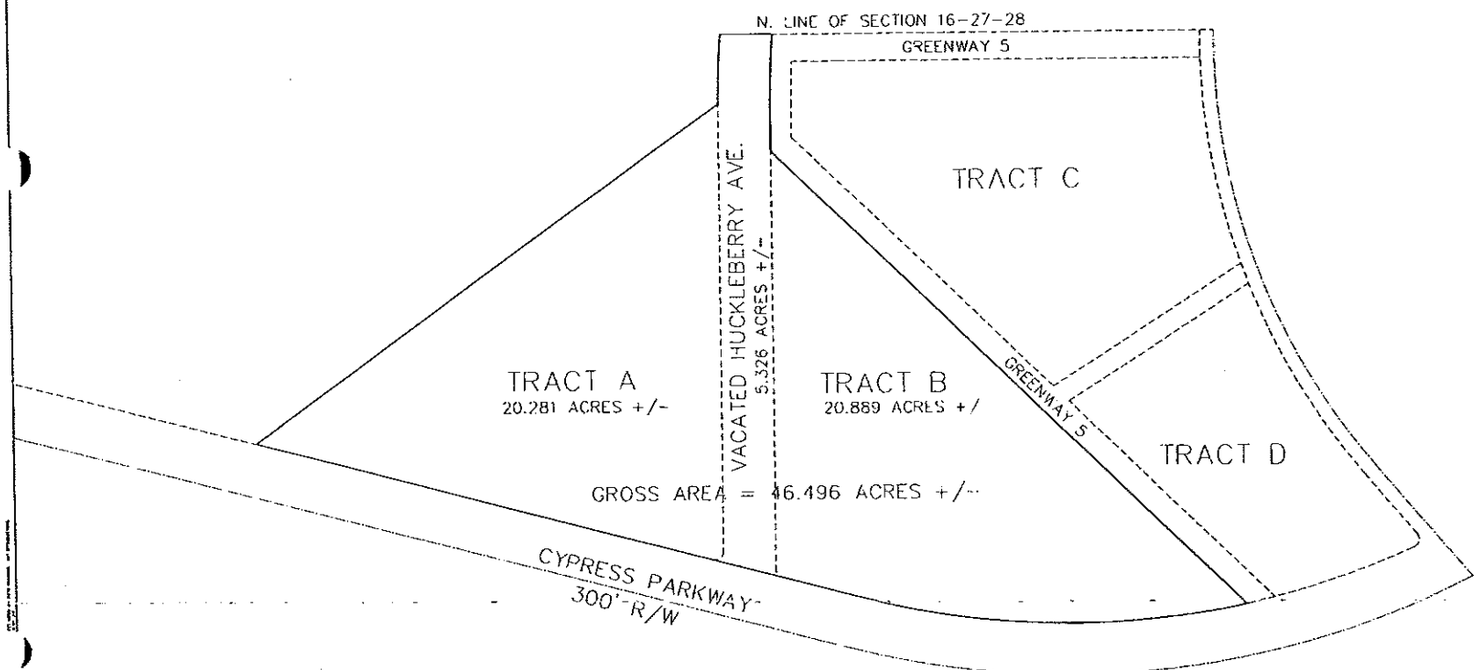
LEGAL DESCRIPTION:

TRACT A, TRACT B AND THAT PORTION OF VACATED HUCKELBERRY AVENUE, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF CYPRESS PARKWAY AND SOUTH OF THE NORTH LINE OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 28 EAST, AS SHOWN ON THE REPLAT OF POINCIANA NEIGHBORHOOD 1 WEST-NORTH, VILLAGE 4, AS RECORDED IN PLAT BOOK 62, PAGES 33 THROUGH 35, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINING 46.496 ACRES, MORE OR LESS.

SKETCH OF LEGAL DESCRIPTION

NOTE
ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929



NOTE: THIS IS NOT A SURVEY

B.O.C. = BACK OF CURB
BLDG. = BUILDING
C.B.S. = CONCRETE BLOCK STRUCTURE
CH = CHORD
C.M. = CONCRETE MONUMENT
C.P. = CONCRETE PIPE
CONC. = CONCRETE
CR = CHORD BEARING
D = DRAINAGE
E.O.P. = EDGE OF PAVEMENT
EL. = ELEVATION
ESMT = EASEMENT
F.F. = FINISH FLOOR
FND = FOUND
HWA = HANSON, WALTER & ASSOCIATES

I.D. = IDENTIFICATION
I.P. = IRON PIPE
I.R. = IRON ROD
I.R.C. = IRON ROD & CAP
L = LENGTH OF CURVE
L.B. = LICENSED SURVEYING BUSINESS
L.S. = LICENSED SURVEYOR
N.T.S. = NOT TO SCALE
N.R. = NON-RADIAL
O/S = OFFSET
O.R. = OFFICIAL RECORD
P.B. = PLAT BOOK
P.C. = POINT OF CURVATURE
P.I. = POINT OF INTERSECTION
P.L.S. = PROFESSIONAL LAND SURVEYOR

P.C.C. = POINT OF COMPOUND CURVE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.R.C. = POINT OF REVERSE CURVE
PP = POWER POLE
PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
PG = PAGE
R = RADIUS
RES. = RESIDENCE
RGE = RANGE
R.L.S. = REGISTERED LAND SURVEYOR
RO = ROOF OVERHANG
R/W = RIGHT OF WAY
SW = SIDEWALK

SEC = SECTION
T = TANGENT LENGTH OF CURVE
TOB = TOP OF BANK
TWP = TOWNSHIP
U = UTILITY
UG = UNDERGROUND

℄ = CENTERLINE
Δ = DELTA (CENTRAL ANGLE)
(C) = CALCULATED DATA
(D) = DEED DATA
(L) = LEGAL DATA
(M) = MEASURED DATA
● = PLAT DATA
● = PK NAIL
● = IRON ROD
■ = CONCRETE MONUMENT
⊗ = NAIL & DISC
○ = IRON PIPE

BUILDING SETBACK LINE
OVERHEAD ELECTRIC LINE
GAS LINE
WATER LINE
UTILITY/POWER POLE
GUY WIRE
TELEPHONE BOX
ELECTRIC BOX
LIGHT POLE
CLEANOUT
SANITARY SEWER MANHOLE
STORM DRAINAGE MANHOLE
TREE
CABLE BOX

I hereby certify that the survey represented hereon has been prepared in accordance with the Minimum Technical Standards as set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Randy Hanson, P.L.S. # 4829 or
Carol Castaldini, P.L.S. #4329 — Date Signed

DESIGN	N/A	FAB	N/A	SEC	16
DRAWN	RH	PAGE	N/A	TWP	27 S.
CKD	RH	SCALE	1" = 150'	RGE	28 E.
CAD	RH STAFF	SURVEY DATE	12-08-11		

DATE | BY | REVISIONS

400 WEST ELLICOTT STREET, BISSANNEE, FLORIDA 33744
PHONE (407) 847-9433 FAX (407) 847-2498
ENGINEERING, SURVEYING AND PLANNING
Hanson, Walter & Associates, Inc.

AVATAR PROPERTIES, INC.

REPLAT OF POINCIANA NEIGHBORHOOD 1 WEST-NORTH VILLAGE 4

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO.
1 of 1
JOB NO.

EXHIBIT "B"

Form of Amendment to Declaration

EXHIBIT "B"

This Instrument Prepared by and after recording return to:

Mark F. Grant, Esq.
Ruden McClosky P.A.
P.O. Box 1900
Fort Lauderdale, FL 33302

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

AMENDMENT TO POINCIANA SUBDIVISION DECLARATION

THIS AMENDMENT ("Amendment") TO POINCIANA SUBDIVISION DECLARATION, made as of the 16th day of December, 2011, by AVATAR PROPERTIES INC., a Florida corporation, ("Avatar"), whose principal office is located at 395 Village Drive, Poinciana, FL 34759, and ASSOCIATION FOR POINCIANA VILLAGES, INC., a Florida corporation not-for-profit ("APV"), whose principal office is located at 401 Walnut Street, Poinciana, FL 34759-4329.

WHEREAS, Avatar caused to be recorded on September 21, 2001 that certain Poinciana Subdivision Declaration in Official Records Book 4805, Page 410 of the Public Records of Polk County, Florida, which Declaration was also recorded on August 10, 2000 in Official Records Book 4510, Page 1454 of the Public Records of Polk County, Florida, as amended (together, the "Declaration"); and

WHEREAS, a portion of the property encumbered by the Declaration is located in Osceola County, Florida, which Declaration was recorded in Official Records Book 1932, Page 2808 of the Public Records of Osceola County, Florida, as amended; and

WHEREAS, Avatar and APV are desirous of amending the Declaration to remove the real property described on Exhibit A hereto from the provisions of the Declaration;

NOW, THEREFORE, Avatar and APV hereby state and declare:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. The Declaration is hereby amended to remove the real property and improvements thereon as described on Exhibit A hereto from the provisions of the Declaration. Avatar and APV specifically acknowledge that the property described on Exhibit B hereto (the "Village 4 Property") is not being removed from the provisions of the Declaration, and shall continue to be subject to the Declaration as the Village 4 Property. Notwithstanding anything to the contrary contained in the Declaration or in APV's Bylaws, the Village Association for the Village 4 Property shall continue to have the right to appoint one (1) Director to the APV Board.

RM4:81666784

4. This Amendment shall become effective upon recording amongst the Public Records of Polk County and Osceola County, Florida.

5. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document.

6. The parties acknowledge that each party has reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any amendments or exhibits hereto.

7. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party or parties shall be entitled to reasonable attorney's fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

8. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in Osceola County, Florida.

IN WITNESS WHEREOF, Avatar and APV have each executed this Amendment as of the day and year first above written.

WITNESSES:

AVATAR PROPERTIES INC.

_____
Print Name: _____

By: _____
Patricia Kimball Fletcher, Executive Vice President

_____
Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____) SS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Patricia Kimball Fletcher, Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced _____ _____as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large

My Commission Expires:

WITNESSES

ASSOCIATION FOR POINCIANA VILLAGES, INC.

By: _____
Mary E. Emerson, President

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary E. Emerson as President of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced _ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A
TO
AMENDMENT TO POINCIANA SUBDIVISION DECLARATION

LAND BEING REMOVED

EXHIBIT B
TO
AMENDMENT TO POINCIANA SUBDIVISION DECLARATION

VILLAGE 4 PROPERTY REMAINING SUBJECT TO THE POINCIANA SUBDIVISION DECLARATION

COMPOSITE EXHIBIT "C"

Leases between Avatar and APV

PERMISSIVE USE AGREEMENT

THIS AGREEMENT is made as of the 28th day of September 2011 between **Avatar Properties Inc.** ("Licensor") whose address is 395 Village Drive, Kissimmee, FL 34759, and **Association of Poinciana Villages, Inc.,** a Florida not-for-profit corporation, ("Licensee") whose address is 401 Walnut Street, Poinciana, Kissimmee, FL 34759-4329.

Whereas:

A. Licensor is the owner of the real property described in Exhibit "A" attached to and made a part of this Agreement (the "Property") comprised of 1.41+/- acres, more or less.

B. Licensee desires to acquire the exclusive privilege of using the Property for the purpose of **recreation and common area use.**

C. Licensor desires to make the Property available to Licensee upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The above recitals are true and correct and are hereby incorporated in this Agreement

2. Licensee shall be permitted to use the Property for the above stated purpose only for a term of **one (1) year commencing October 1, 2011 through September 30, 2012.** No other use shall be made of the Property by Licensee.

3. Licensee shall pay to Licensor, in return for the granting of this License, a license fee in the total sum of **Ten ($10.00) Dollars & no/100** payable upon the execution of this Agreement together with Florida Sales Tax.

Licensee further agrees that it will pay all insurance premiums of insurance policies which Licensee is required to carry under the terms of this Agreement and not permit said insurance policies to become delinquent or to lapse.

Licensee shall also make deposits for and pay all utility bills and charges for all utilities and services used in and about the subject property including water, sewerage, gas, electricity, and telephone.

Licensee furthermore promises to pay all costs and expenses of necessary repairs and maintenance for the demised premises and any improvements or personal property located thereon. Licensee agrees that said premises shall be maintained in clean and orderly condition, free of accumulation of dirt, rubbish, or pest infestation. Licensee shall not construct improvements upon subject premises or change the design or construction of such improvements thereon with the consent in writing of Licensor.

4. The use to be made of the Property hereunder by Licensee shall at all times be in full compliance with all applicable federal, state and local laws and ordinances.

5. Licensee covenants to set no fire of any kind on the Property and to take all actions reasonably necessary to extinguish any fires Licensee may discover on the Property. Licensee shall immediately report any fires to the appropriate fire authority.

6. Licensee shall, when on the Property, patrol the Property against trespassers and poachers and shall at all times cooperate with and assist all proper authorities in the enforcement and prosecution of all laws, rules and regulations.

7. Licensor reserves for itself, it agents, successors and assigns all rights of ownership in the Property, and all other uses of the Property which do not prevent Licensee's use of the Property for a recreation area. Such rights include, but are not limited to, the right of ingress and egress for any purpose (such as development and construction of improvements) and the right to grant such other licenses and rights as are not preclusive of the license herein granted (such as timber and logging license and recreational activities). Licensee agrees to permit such activity by the Licensor and such other licensees and their agents and employees without interference.

8. Licensee shall not construct improvements of any kind on the Property not expressly permitted by this Agreement nor erect, establish or permit any tent, trailer, cage or other structure or equipment to remain on the Property without the prior written consent of Licensor. Any such improvements or equipment, other than personalty which is easily separable from the Property without damage of any kind to the Property, that may have been consented to by Licensor shall become the property of Licensor upon the termination, for any reason, of this Agreement.

9. Licensee covenants not to commit waste on or damage to the Property, nor to engage in any illegal or nuisance activities thereon, and Licensee will use due care to prevent others from doing so. Licensee shall remove all trash, paper, bottles, cans and containers brought onto the Property. Licensee covenants not to cut or remove from the Property timber, plants, stumpwood, minerals or any other items, without the prior written consent of Licensor.

10. Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all liabilities, claims, costs and expenses of every kind and nature (including, without limitation, reasonable attorney's and paraprofessional fees and court costs, damages and interest expenses) arising from or growing out of the use and/or occupancy of the Property or a breach of this Agreement by Licensee or its agents, employees, invitees, licensees, successors or assigns. Licensee expressly waives any claims against Licensor for damages or injury which may arise under or result from this Agreement or any use of the Property by Licensee, Licensor or any other person whomsoever including, but not limited to, other licensees of Licensor and employees or agents, and Licensee further hereby releases Licensor from liability for any such claim. Licensee hereby assumes the risk of any and all damages which may be done to Licensee's fences, farms, growing crops, drainage canals or other property of Licensee placed, made or permitted on the Property and hereby releases Licensor from all responsibility for same whether such damage be caused by Licensor or other licensees of Licensor, their guests, employees or agents. Licensee hereby covenants that in the event of any such damage it shall not bring any action against Licensor.

11. Licensee shall not incur any indebtedness giving a right to a lien of any kind upon the Licensor's interest in and to the Property. Licensor's interest shall not be subject to liens for improvements made by Licensee on the Property. In the event liens are filed due to improvements made by Licensee, Licensee shall immediately discharge any lien by payment of the underlying claim or by appropriate bond.

12. Licensee shall at all times during the term of this Agreement carry commercial general liability insurance, with a company reasonably acceptable to Licensor in the minimum amount of $500,000 per occurrence with $1,000,000.00 aggregate limits naming Licensor as an additional insured and containing no endorsements limiting or restricting the standard contractual liability coverage offered. Within ten (10) days of the execution hereof, Licensee shall deliver to Licensor a Memorandum of Insurance and Certificate of coverage from such company showing the appropriate coverage and providing that such insurance will not be cancelled or non-renewed without giving Licensor at least thirty (30) days' prior written notice. In the event Licensee fails to procure the appropriate insurance coverage provided hereunder, Licensor shall be authorized (but not obligated) to obtain the same directly and Licensee shall immediately reimburse Licensor for all costs and associated therewith.

13. This License Agreement may not be assigned or transferred in whole or in part without the prior written consent of Licensor. Licensor or Licensee shall have the right to terminate this Agreement at any time upon giving at least ninety (90) days prior written notice thereof. Upon any termination pursuant to the provisions of this Paragraph 14, Licensor shall return to Licensee a prorated portion of the license fee paid for the year of termination covering the terminated portion of that year.

14. Upon default of any covenant or provision of this Agreement by Licensee, Licensor shall have the immediate right to terminate this license, effective upon written notice thereof by Licensee. Upon any termination, on account of a default by Licensee, Licensor shall be entitled to retain all license fees previously paid to Licensor, without thereby waiving any claim for further damages, and Licensee's continued presence on the Property shall be deemed a trespass. Subject to the provisions of paragraph 21 hereof, Licensee shall be liable for and shall pay to Licensor all costs including reasonable attorney's and paraprofessional fees and court costs, that may be incurred by Licensor in enforcing the covenants and provisions of this Agreement, including, but not limited to, costs of removing Licensee from the Property upon Licensee's default and costs of performing items such as maintenance of payment of tax increases and insurance premiums which this Agreement provides shall be paid and performed by Licensee.

15. The enforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16. This Agreement sets forth all agreements and understandings between the parties hereto concerning the Property and there are no other oral or written agreements, representations, covenants, conditions or understandings between them other than as are set forth herein. It is further agreed that no subsequent amendments or additions to this Agreement shall be binding upon Licensor unless in writing and signed by an authorized representative of Licensor.

17. This Agreement is intended to be governed by the laws of the State of Florida, and in construing any provisions hereof, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

18. Neither this Agreement not any memorandum hereof shall be recorded in any Public Records. The covenants of this Agreement shall not be deemed to run with the title to the Property.

19. Any notice required to be given pursuant to this Agreement shall be in writing and deemed delivered when deposited in the U.S. Mail, registered postage prepaid, return receipt requested and addressed to the parties at the addresses which appear first above, or at such other address as may hereafter be designated by written notice to the other party.

20. The prevailing party in any litigation, including appellate proceedings, which arises out of this Agreement shall be entitled to recover from the other party reasonable attorneys' and paraprofessional fees and costs.

21. LICENSOR AND LICENSEE ACKNOWLEDGE THAT THIS AGREEMENT IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. LICENSOR AND LICENSEE AGREE THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, THOSE FOR PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT, THE DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY DECLARATION), ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

[SIGNATURES ON THE NEXT PAGE]

EXECUTED as of the day and year first above written.

Witnesses:

Patricia Wilson

Gilbert - Onida V. Gilbert

"Licensor"
Avatar Properties Inc.

By:
Title: Melvin Boross, VP

Witnesses:

Rockelle Brown

"Licensee"
Association of Poinciana Villages, Inc.

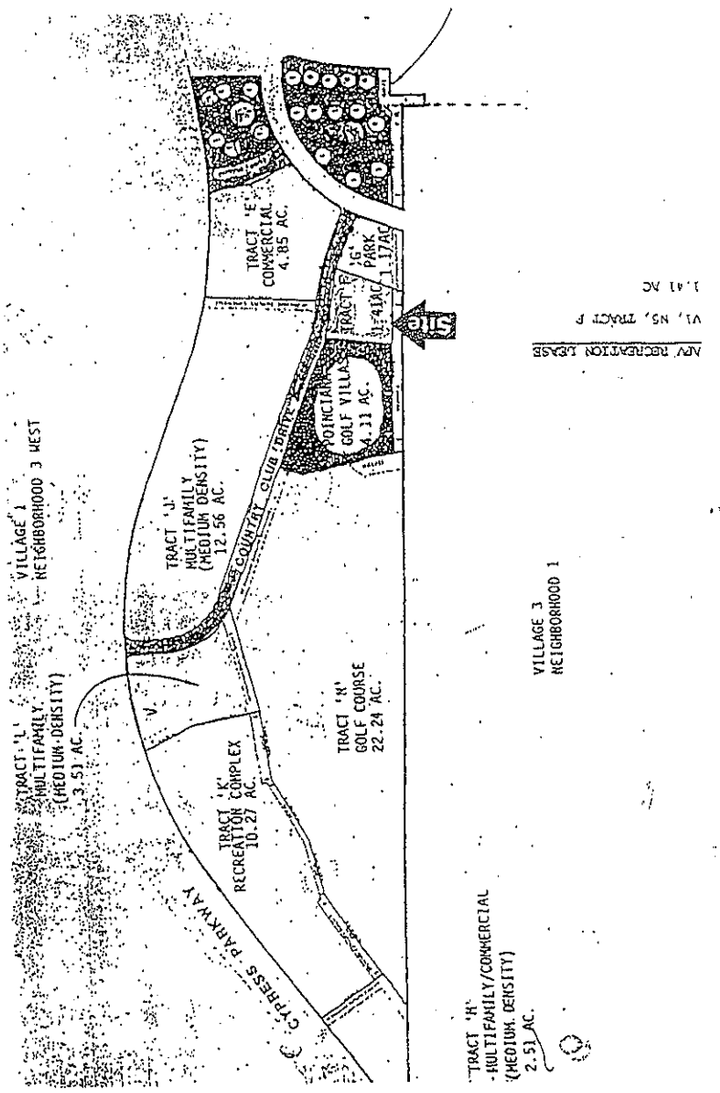
By: Jeanette R. Coughenour
Title: Manager

EXHIBIT "A"

Legal Description

Poinciana Tract F, Village 1, Neighborhood 5, recorded in Osceola County, Florida, Plat Book 3, Page 53 – a Subdivision of portions of Section 12, Township 27 South, Range 29 East – consisting of approximately 1.41 acres.

Parcel #: 25-26-28-6125 000F0010



PERMISSIVE USE AGREEMENT

THIS AGREEMENT is made as of the 28th day of September 2011 between **Avatar Properties Inc.** ("Licensor") whose address is 395 Village Drive, Kissimmee, Fl 34759. and **Association of Poinciana Villages, Inc.**, a Florida not-for-profit corporation, ("Licensee") whose address is 401 Walnut Street, Poinciana, Kissimmee, FL 34759-4329.

Whereas:

A. Licensor is the owner of the real property described in Exhibit "A" attached to and made a part of this Agreement (the "Property") comprised of **1.96+/- acres,** more or less.

B. Licensee desires to acquire the exclusive privilege of using the Property for the purpose of **recreation and common area use.**

C. Licensor desires to make the Property available to Licensee upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The above recitals are true and correct and are hereby incorporated in this Agreement

2. Licensee shall be permitted to use the Property for the above stated purpose only for a term of **one (1) year commencing October 1, 2011 through September 30, 2012.** No other use shall be made of the Property by Licensee.

3. Licensee shall pay to Licensor, in return for the granting of this License, a license fee in the total sum of **Ten ($10.00) Dollars & no/100** payable upon the execution of this Agreement together with Florida Sales Tax.

Licensee further agrees that it will pay all insurance premiums of insurance policies which Licensee is required to carry under the terms of this Agreement and not permit said insurance policies to become delinquent or to lapse.

Licensee shall also make deposits for and pay all utility bills and charges for all utilities and services used in and about the subject property including water, sewerage, gas, electricity, and telephone.

Licensee furthermore promises to pay all costs and expenses of necessary repairs and maintenance for the demised premises and any improvements or personal property located thereon. Licensee agrees that said premises shall be maintained in clean and orderly condition, free of accumulation of dirt, rubbish, or pest infestation. Licensee shall not construct improvements upon subject premises or change the design or construction of such improvements thereon with the consent in writing of Licensor.

4. The use to be made of the Property hereunder by Licensee shall at all times be in full compliance with all applicable federal, state and local laws and ordinances.

5. Licensee covenants to set no fire of any kind on the Property and to take all actions reasonably necessary to extinguish any fires Licensee may discover on the Property. Licensee shall immediately report any fires to the appropriate fire authority.

6. Licensee shall, when on the Property, patrol the Property against trespassers and poachers and shall at all times cooperate with and assist all proper authorities in the enforcement and prosecution of all laws, rules and regulations.

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8. Licensee shall not construct improvements of any kind on the Property not expressly permitted by this Agreement nor erect, establish or permit any tent, trailer, cage or other structure or equipment to remain on the Property without the prior written consent of Licensor. Any such improvements or equipment, other than personalty which is easily separable from the Property without damage of any kind to the Property, that may have been consented to by Licensor shall become the property of Licensor upon the termination, for any reason, of this Agreement.

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10. Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all liabilities, claims, costs and expenses of every kind and nature (including, without limitation, reasonable attorney's and paraprofessional fees and court costs, damages and interest expenses) arising from or growing out of the use and/or occupancy of the Property or a breach of this Agreement by Licensee or its agents, employees, invitees, licensees, successors or assigns. Licensee expressly waives any claims against Licensor for damages or injury which may arise under or result from this Agreement or any use of the Property by Licensee, Licensor or any other person whomsoever including, but not limited to, other licensees of Licensor and employees or agents, and Licensee further hereby releases Licensor from liability for any such claim. Licensee hereby assumes the risk of any and all damages which may be done to Licensee's fences, farms, growing crops, drainage canals or other property of Licensee placed, made or permitted on the Property and hereby releases Licensor from all responsibility for same whether such damage be caused by Licensor or other licensees of Licensor, their guests, employees or agents. Licensee hereby covenants that in the event of any such damage it shall not bring any action against Licensor.

11. Licensee shall not incur any indebtedness giving a right to a lien of any kind upon the Licensor's interest in and to the Property. Licensor's interest shall not be subject to liens for improvements made by Licensee on the Property. In the event liens are filed due to improvements made by Licensee, Licensee shall immediately discharge any lien by payment of the underlying claim or by appropriate bond.

12. Licensee shall at all times during the term of this Agreement carry commercial general liability insurance, with a company reasonably acceptable to Licensor in the minimum amount of $500,000 per occurrence with $1,000,000.00 aggregate limits naming Licensor as an additional insured and containing no endorsements limiting or restricting the standard contractual liability coverage offered. Within ten (10) days of the execution hereof, Licensee shall deliver to Licensor a Memorandum of Insurance and Certificate of coverage from such company showing the appropriate coverage and providing that such insurance will not be cancelled or non-renewed without giving Licensor at least thirty (30) days' prior written notice. In the event Licensee fails to procure the appropriate insurance coverage provided hereunder, Licensor shall be authorized (but not obligated) to obtain the same directly and Licensee shall immediately reimburse Licensor for all costs and associated therewith.

13. This License Agreement may not be assigned or transferred in whole or in part without the prior written consent of Licensor. Licensor or Licensee shall have the right to terminate this Agreement at any time upon giving at least ninety (90) days prior written notice thereof. Upon any termination pursuant to the provisions of this Paragraph 14, Licensor shall return to Licensee a prorated portion of the license fee paid for the year of termination covering the terminated portion of that year.

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15. The enforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16. This Agreement sets forth all agreements and understandings between the parties hereto concerning the Property and there are no other oral or written agreements, representations, covenants, conditions or understandings between them other than as are set forth herein. It is further agreed that no subsequent amendments or additions to this Agreement shall be binding upon Licensor unless in writing and signed by an authorized representative of Licensor.

17. This Agreement is intended to be governed by the laws of the State of Florida; and in construing any provisions hereof, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

18. Neither this Agreement not any memorandum hereof shall be recorded in any Public Records. The covenants of this Agreement shall not be deemed to run with the title to the Property.

19. Any notice required to be given pursuant to this Agreement shall be in writing and deemed delivered when deposited in the U.S. Mail, registered postage prepaid, return receipt requested and addressed to the parties at the addresses which appear first above, or at such other address as may hereafter be designated by written notice to the other party.

20. The prevailing party in any litigation, including appellate proceedings, which arises out of this Agreement shall be entitled to recover from the other party reasonable attorneys' and paraprofessional fees and costs.

21. LICENSOR AND LICENSEE ACKNOWLEDGE THAT THIS AGREEMENT IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. LICENSOR AND LICENSEE AGREE THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, THOSE FOR PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT, THE DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY DECLARATION), ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

EXECUTED as of the day and year first above written.

Witnesses:

Gilbert - Onilda V. Gilbert

"Licensor"
Avatar Properties Inc.

By: _____
Title: Melisa Bolass VP

Witnesses:

"Licensee"
Association of Poinciana Villages, Inc.

By: Jeanette R. Coughenour
Title: Manager

EXHIBIT "A"

Legal Description

Poinciana Tract C, Village 1, Neighborhood 1N, recorded in Osceola County, Florida, Plat Book 3, Page 1 – consisting of approximately 1.96 acres.

Parcel #: 25-26-28-6116 000C0010



PERMISSIVE USE AGREEMENT

THIS AGREEMENT is made as of the 28th day of September 2011 between **Avatar Properties Inc.** ("Licensor") whose address is 395 Village Drive, Kissimmee, FL 34759, and **Association of Poinciana Villages, Inc.,** a Florida not-for-profit corporation, ("Licensee") whose address is 401 Walnut Street, Poinciana, Kissimmee, FL 34759-4329.

Whereas:

A. Licensor is the owner of the real property described in Exhibit "A" attached to and made a part of this Agreement (the "Property") comprised of **12.54+/- acres,** more or less.

B. Licensee desires to acquire the exclusive privilege of using the Property for the purpose of **recreation and common area use.**

C. Licensor desires to make the Property available to Licensee upon the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The above recitals are true and correct and are hereby incorporated in this Agreement

2. Licensee shall be permitted to use the Property for the above stated purpose only for a term of **one (1) year commencing October 1, 2011 through September 30, 2012.** No other use shall be made of the Property by Licensee.

3. Licensee shall pay to Licensor, in return for the granting of this License, a license fee in the total sum of **Ten ($10.00) Dollars & no/100** payable upon the execution of this Agreement together with Florida Sales Tax.

Licensee further agrees that it will pay all insurance premiums of insurance policies which Licensee is required to carry under the terms of this Agreement and not permit said insurance policies to become delinquent or to lapse.

Licensee shall also make deposits for and pay all utility bills and charges for all utilities and services used in and about the subject property including water, sewerage, gas, electricity, and telephone.

Licensee furthermore promises to pay all costs and expenses of necessary repairs and maintenance for the demised premises and any improvements or personal property located thereon. Licensee agrees that said premises shall be maintained in clean and orderly condition, free of accumulation of dirt, rubbish, or pest infestation. Licensee shall not construct improvements upon subject premises or change the design or construction of such improvements thereon with the consent in writing of Licensor.

4. The use to be made of the Property hereunder by Licensee shall at all times be in full compliance with all applicable federal, state and local laws and ordinances.

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7. Licensor reserves for itself, it agents, successors and assigns all rights of ownership in the Property, and all other uses of the Property which do not prevent Licensee's use of the Property for a recreation area. Such rights include, but are not limited to, the right of ingress and egress for any purpose (such as development and construction of improvements) and the right to grant such other licenses and rights as are not preclusive of the license herein granted (such as timber and logging license and recreational activities). Licensee agrees to permit such activity by the Licensor and such other licensees and their agents and employees without interference.

8. Licensee shall not construct improvements of any kind on the Property not expressly permitted by this Agreement nor erect, establish or permit any tent, trailer, cage or other structure or equipment to remain on the Property without the prior written consent of Licensor. Any such improvements or equipment, other than personalty which is easily separable from the Property without damage of any kind to the Property, that may have been consented to by Licensor shall become the property of Licensor upon the termination, for any reason, of this Agreement.

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10. Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all liabilities, claims, costs and expenses of every kind and nature (including, without limitation, reasonable attorney's and paraprofessional fees and court costs, damages and interest expenses) arising from or growing out of the use and/or occupancy of the Property or a breach of this Agreement by Licensee or its agents, employees, invitees, licensees, successors or assigns. Licensee expressly waives any claims against Licensor for damages or injury which may arise under or result from this Agreement or any use of the Property by Licensee, Licensor or any other person whomsoever including, but not limited to, other licensees of Licensor and employees or agents, and Licensee further hereby releases Licensor from liability for any such claim. Licensee hereby assumes the risk of any and all damages which may be done to Licensee's fences, farms, growing crops, drainage canals or other property of Licensee placed, made or permitted on the Property and hereby releases Licensor from all responsibility for same whether such damage be caused by Licensor or other licensees of Licensor, their guests, employees or agents. Licensee hereby covenants that in the event of any such damage it shall not bring any action against Licensor.

11. Licensee shall not incur any indebtedness giving a right to a lien of any kind upon the Licensor's interest in and to the Property. Licensor's interest shall not be subject to liens for improvements made by Licensee on the Property. In the event liens are filed due to improvements made by Licensee, Licensee shall immediately discharge any lien by payment of the underlying claim or by appropriate bond.

12. Licensee shall at all times during the term of this Agreement carry commercial general liability insurance, with a company reasonably acceptable to Licensor in the minimum amount of $500,000 per occurrence with $1,000,000.00 aggregate limits naming Licensor as an additional insured and containing no endorsements limiting or restricting the standard contractual liability coverage offered. Within ten (10) days of the execution hereof, Licensee shall deliver to Licensor a Memorandum of Insurance and Certificate of coverage from such company showing the appropriate coverage and providing that such insurance will not be cancelled or non-renewed without giving Licensor at least thirty (30) days' prior written notice. In the event Licensee fails to procure the appropriate insurance coverage provided hereunder, Licensor shall be authorized (but not obligated) to obtain the same directly and Licensee shall immediately reimburse Licensor for all costs and associated therewith.

13. This License Agreement may not be assigned or transferred in whole or in part without the prior written consent of Licensor. Licensor or Licensee shall have the right to terminate this Agreement at any time upon giving at least ninety (90) days prior written notice thereof. Upon any termination pursuant to the provisions of this Paragraph 14, Licensor shall return to Licensee a prorated portion of the license fee paid for the year of termination covering the terminated portion of that year.

14. Upon default of any covenant or provision of this Agreement by Licensee,

Licensor shall have the immediate right to terminate this license, effective upon written notice thereof by Licensee. Upon any termination, on account of a default by Licensee, Licensor shall be entitled to retain all license fees previously paid to Licensor, without thereby waiving any claim for further damages, and Licensee's continued presence on the Property shall be deemed a trespass. Subject to the provisions of paragraph 21 hereof, Licensee shall be liable for and shall pay to Licensor all costs including reasonable attorney's and paraprofessional fees and court costs, that may be incurred by Licensor in enforcing the covenants and provisions of this Agreement, including, but not limited to, costs of removing Licensee from the Property upon Licensee's default and costs of performing items such as maintenance of payment of tax increases and insurance premiums which this Agreement provides shall be paid and performed by Licensee.

15. The enforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

16. This Agreement sets forth all agreements and understandings between the parties hereto concerning the Property and there are no other oral or written agreements, representations, covenants, conditions or understandings between them other than as are set forth herein. It is further agreed that no subsequent amendments or additions to this Agreement shall be binding upon Licensor unless in writing and signed by an authorized representative of Licensor.

17. This Agreement is intended to be governed by the laws of the State of Florida, and in construing any provisions hereof, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

18. Neither this Agreement not any memorandum hereof shall be recorded in any Public Records. The covenants of this Agreement shall not be deemed to run with the title to the Property.

19. Any notice required to be given pursuant to this Agreement shall be in writing and deemed delivered when deposited in the U.S. Mail, registered postage prepaid, return receipt requested and addressed to the parties at the addresses which appear first above, or at such other address as may hereafter be designated by written notice to the other party.

20. The prevailing party in any litigation, including appellate proceedings, which arises out of this Agreement shall be entitled to recover from the other party reasonable attorneys' and paraprofessional fees and costs.

21. LICENSOR AND LICENSEE ACKNOWLEDGE THAT THIS AGREEMENT IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. LICENSOR AND LICENSEE AGREE THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, THOSE FOR PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT, THE DOCUMENTS (INCLUDING, WITHOUT LIMITATION, ANY DECLARATION), ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

EXECUTED as of the day and year first above written.

Witnesses:

Patricia Webster

Wilbert - Onilda V. Gilbert

"Licensor"
Avatar Properties Inc.

By: _____
Title: Thomas Bross VP

Witnesses:

Rochelle H. Brown

"Licensee"
Association of Poinciana Villages, Inc.

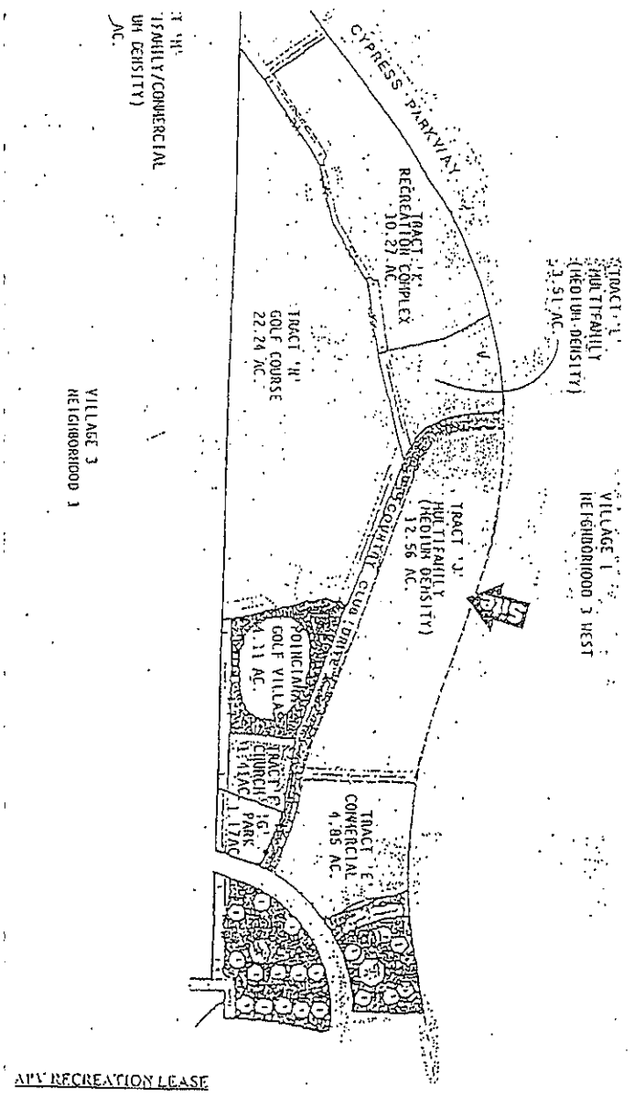
By: Jeanette R. Coughenour
Title: Manager

EXHIBIT "A"

Legal Description

Poinciana Tract J, Village 1, Neighborhood 5, recorded in Osceola County, Florida, Plat Book 3, Page 231 – consisting of approximately 12.54 acres.

Parcel #: 25-26-28-6125 000J0010



APV RECREATION LEASE

VI-N5, TRACT J

12.56 AC

EXHIBIT "D"

Termination of Leases

EXHIBIT "D"

TERMINATION OF LEASES

THIS TERMINATION OF LEASES (this "Agreement") is entered into by and between AVATAR PROPERTIES INC., a Florida corporation ("Licensor"), and ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit ("Licensee").

RECITALS

A. Licensee and Licensor entered into those certain Permissive Use Agreements described on Exhibit A hereto ("Leases").

B. The parties hereto desire and agree that the Leases be terminated.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Licensee agree as follows:

1. Termination. The Leases are terminated effective December 16, 2011 (the "Termination Date"). Licensor and Licensee shall have no further rights or obligations to the other accruing under the Leases after the Termination Date. Since Licensor is simultaneously herewith conveying to Licensee the property which is the subject of the Leases, Licensee is not surrendering the premises which are the subject of the Leases.

2. Release by Licensee. Licensee hereby releases, discharges and forever acquits Licensor and its agents, employees, officers, directors, shareholders, subsidiaries, affiliates, partners, servants, independent contractors, predecessors, successors, administrators, assigns and legal representatives and any other parties claiming by, through, or under Licensor, whether or not named herein (collectively, "Licensor Parties"), from any action or cause of action for damages, losses, costs, or expenses in any manner directly or indirectly related to or arising from the Leases, the condition of such premises which are the subject of the Leases, or Licensee's use and occupancy of the premises (collectively, "Claims"), whether now existing or not, known or unknown, and without regard to whether such liability may be direct, indirect or contingent upon the happening of some event or liability of some other person. Accordingly, Licensee waives the right, and covenants not, to sue, institute, or cooperate in the institution, commencement, filing, or prosecution of any Claims against the Licensor Parties arising during the terms of the applicable Leases.

3. Entire Agreement. This Agreement represents the entire agreement between the parties regarding the termination of the Leases.

4. Assigns. This Agreement shall inure to the benefit of and be binding on Licensor and Licensee and their respective legal representatives, successors, and assigns.

5. Terminology. The captions beside the paragraph numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

6. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7. Construction. The parties acknowledge that each party has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees, paraprofessional fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

9. Venue. Venue for any dispute shall be located in Osceola County, Florida.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but a complete set of which together shall constitute one and the same agreement.

Executed as of the 16th day of December, 2011.

LICENSOR:

Witnesses:

AVATAR PROPERTIES INC., a Florida corporation

By: _____
Patricia Kimball Fletcher, Executive Vice President

_____
Print Name: _____

_____
Print Name: _____

LICENSEE:

Witnesses:

ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not-for-profit

_____

By: _____

8167005.4

Print Name: _____

Mary E. Emerson, President

Print Name: _____

RM:8167005:1

8167005.4

8167005.4

EXHIBIT A
TO
TERMINATION OF LEASES

1. Permissive Use Agreement dated September 28, 2011 between Avatar Properties Inc. and Association of Poinciana Villages, Inc. regarding Tract F, Village 1, Neighborhood 5, 1.41+/- Acres.

2. Permissive Use Agreement dated September 28, 2011 between Avatar Properties Inc. and Association of Poinciana Villages, Inc. regarding Tract C, Village 1, Neighborhood 1 North 2, 1.96+/- Acres-Darby Park.

3. Permissive Use Agreement dated September 28, 2011 between Avatar Properties Inc. and Association of Poinciana Villages, Inc. regarding Tract J, Village 1, Neighborhood 5, 12.54+/- Acres.

8167005.4

EXHIBIT "E"

Form of Special Warranty Deed

EXHIBIT "E"

Prepared by and return to:
Mark F. Grant, Esq.
Ruden McClosky P.A.
200 E. Broward Blvd., 15th Floor
Fort Lauderdale, Florida 33301

Folio Nos.: _____

_____[Space Above This Line For Recording Data]_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed by AVATAR PROPERTIES INC., a Florida corporation ("Grantor"), whose address is 395 Village Drive, Poinciana, Florida, 34759, to ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit, whose ("Grantee"), whose address is 401 Walnut Street, Poinciana, Florida, 34759.

Grantor, for and in consideration of the sum of TEN & NO/100 DOLLARS ($10.00) and other good and valuable consideration, paid to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, grants, bargains, sells, and conveys to Grantee and Grantee's successors and assigns forever, those certain parcels of land, situate, lying and being in Polk County, Florida, described in Exhibit "A" attached hereto and made a part hereof (the "Property");

To Have and To Hold the same in fee simple forever.

This conveyance is SUBJECT TO taxes for the year of 2011 and all subsequent years, and all matters and limitations of record, including easements, restrictions, conditions, agreement, comprehensive land use plans, existing zoning, restrictions, prohibitions and other similar requirements imposed by government authority without serving to re-impose same.

Grantor specially warrants the title to the Property, and will defend it against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

Grantor has duly executed this instrument as of December 16, 2011.

Witnesses:

AVATAR PROPERTIES INC.,
a Florida corporation

_____
Print Name: _____

By: _____
Patricia Kimball Fletcher, Executive Vice President
Date of Execution: December ____, 2011

_____
Print Name: _____

RM:8166703:3

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2011, by Patricia Kimball Fletcher, Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

_____
Notary Public Signature
Print Name: _____
My Commission Expires: _____

RM:8166703:3

EXHIBIT "A"

The Property

EXHIBIT "F"

1985 Amendment

EXHIBIT "F"

AMENDMENT TO 1985 AGREEMENT

THIS AMENDMENT ("Amendment") TO 1985 AGREEMENT and all amendments thereto made and entered into the 5th day of June, 1985 ("Agreement") is being entered into by and between AVATAR PROPERTIES INC. ("Avatar") and ASSOCIATION OF POINCIANA VILLAGES, INC. ("APV") as of the 16th day of December, 2011.

WITNESSETH:

WHEREAS, Avatar and APV entered into the Agreement; and

WHEREAS, Avatar and APV desire to amend the Agreement as herein provided;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Defined Terms. The terms not otherwise defined herein shall have the same meanings as set forth in the Agreement.

2. Inconsistencies. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control. Except as herein modified, the terms of the Agreement shall remain in full force and effect.

3. Removal of Solivita, Solivita West and a portion of Solivita Grand. Effective immediately the property described on Exhibit A hereto is hereby removed from the Agreement.

4. Construction. The parties acknowledge that each party has reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any amendments or exhibits hereto.

8. Attorney's Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Amendment, the prevailing party or parties shall be entitled to reasonable attorney's fees, paraprofessional fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

9. Venue. Venue for any dispute shall be located in Osceola County, Florida.

10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but a complete set of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

AVATAR PROPERTIES INC.

_____
Print Name: _____

By: _____
Patricia Kimball Fletcher, Executive Vice President

_____
Print Name: _____

8167023.3

ASSOCIATION OF POINCIANA
VILLAGES, INC.

By: _____
Mary E. Emerson, President

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Patricia Kimball Fletcher, the Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary E. Emerson, President of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced _____
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A
TO
AMENDMENT TO 1985 AGREEMENT

EXHIBIT "G"

Form of Termination Agreement of Contribution Agreement

EXHIBIT "G"

TERMINATION OF CONTRIBUTION AGREEMENT REGARDING BEAUTIFICATION OF LANDSCAPING

THIS TERMINATION OF CONTRIBUTION AGREEMENT REGARDING BEAUTIFICATION OF LANDSCAPING ("Termination") is made as of the 16th day of December, 2011, by AVATAR PROPERTIES INC., a Florida corporation ("Avatar"), ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit ("APV") and VILLAGE TEN ASSOCIATION, INC., a Florida corporation not-for-profit ("Ten Association").

WITNESSETH

WHEREAS, Avatar, APV and Ten Association entered into that certain Agreement Regarding Beautification of Landscaping dated August 31, 1999 ("Agreement"); and

WHEREAS, Avatar, APV and Ten Association have mutually agreed to terminate the Agreement effective as of December 16, 2011.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agrees as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.

2. The Agreement shall terminate and be null, void and of no further force and effect as of December 16, 2011 ("Termination Date").

3. Effective as of the Termination Date, each of Avatar, APV and Ten Association (and their affiliates) (collectively "First Party") do hereby remise, release, acquit, satisfy, and forever discharge the other parties to this Termination (and their affiliates, officers, directors, shareholders, members and agents (collectively "Second Party") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which each First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against the other Second Party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

3. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original, but a complete set of which together shall constitute one and the same instrument.

4. The parties acknowledge that each party has reviewed and revised this Termination and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination or any amendments or exhibits hereto.

5. If any action at law or in equity is necessary to enforce or interpret the terms of this Termination, the prevailing party or parties shall be entitled to reasonable attorney's fees, paraprofessional fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

6. Venue for any dispute shall be located in Osceola County, Florida.

IN WITNESS WHEREOF, the parties have executed this Termination as of the day and year first above written.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

AVATAR PROPERTIES INC.

By: _____
Patricia Kimball Fletcher, Executive Vice President

_____
Print Name: _____

_____
Print Name: _____

ASSOCIATION OF POINCIANA VILLAGES, INC.

By: _____
Mary E. Emerson, President

_____
Print Name: _____

_____
Print Name: _____

VILLAGE TEN ASSOCIATION, INC.

By: _____
John R. Corners, President

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Patricia Kimball Fletcher, Executive Vice President of AVATAR PROPERTIES INC. a Florida corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large
My Commission Expires: Print Name: _____

STATE OF FLORIDA)
COUNTY OF _____) ss

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary E. Emerson, President of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large
My Commission Expires: Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John R. Corners, President of VILLAGE TEN ASSOCIATION, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of December, 2011.

_____
Notary Public
State of Florida at Large
My Commission Expires: Print Name: _____

EXHIBIT "H"

Form of Termination Agreement of Village Ten Assessment Agreement

Prepared by and return to:
Mark F. Grant, Esq.
Ruden McClosky P.A.
200 E. Broward Blvd., 15th Floor
Fort Lauderdale, Florida 33301

Folio Nos.: _____

_____[Space Above This Line For Recording Data]_____

EXHIBIT "H"

TERMINATION OF VILLAGE TEN ASSESSMENT AGREEMENT

THIS TERMINATION OF VILLAGE TEN ASSESSMENT AGREEMENT ("Termination") is made this 16th day of December, 2011, by ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit ("APV") and VILLAGE TEN ASSOCIATION, INC., a Florida corporation not-for-profit ("Ten Association").

W I T N E S S E T H

WHEREAS, APV and Ten Association entered into that certain Village Ten Assessment Agreement recorded in Official Records Book 4510, Page 1739 of the Public Records of Polk County, Florida ("Agreement"); and

WHEREAS, APV and Ten Association have mutually agreed to terminate the Agreement effective as of December 16, 2011.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agrees as follows:

1. The recitations heretofore set forth are true and correct and are incorporated herein by this reference.

2. The Agreement shall terminate and be null, void and of no further force and effect as of December 16, 2011 ("Termination Date").

3. Effective as of the Termination Date, each of APV and Ten Association (and their affiliates) (collectively "First Party") do hereby remise, release, acquit, satisfy, and forever discharge the other party to this Termination (and their affiliates, officers, directors, shareholders, members and agents (collectively "Second Party") of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and

demands whatsoever, in law or in equity, which each First Party ever had, now has, or which any personal representative, successor, heir or assign of said First Party, hereafter can, shall or may have, against the other Second Party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

4. This Termination may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. The parties acknowledge that each party has reviewed and revised this Termination and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Termination or any amendments or exhibits hereto.

6. If any action at law or in equity is necessary to enforce or interpret the terms of this Termination, the prevailing party or parties shall be entitled to reasonable attorney's fees, paraprofessional fees, costs and necessary disbursements at all judicial levels in addition to any other relief to which such party or parties may be entitled.

7. Venue for any dispute shall be in Polk County, Florida.

8. This Termination may be executed in one or more counterparts, each of which shall be deemed an original but a complete set of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Termination as of the day and year first above written.

ASSOCIATION OF POINCIANA VILLAGES, INC.

By: _____
Mary E. Emerson, President

_____
Print Name: _____

_____
Print Name: _____

VILLAGE TEN ASSOCIATION, INC.

By: _____
John R. Corners, President

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary E. Emerson, President of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced ____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2011.

_____
Notary Public
State of Florida at Large
Print Name: _____

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by John R. Corners, President of VILLAGE TEN ASSOCIATION, INC., a Florida corporation not-for-profit, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of December, 2011.

_____
Notary Public
State of Florida at Large
Print Name: _____

My Commission Expires: