# BY-LAWS
# OF
# SOLIVITA COMMUNITY ASSOCIATION, INC.

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BY-LAWS
OF
SOLIVITA COMMUNITY ASSOCIATION, INC.

1. Name and Location. The name of the corporation is SOLIVITA COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 201 Alhambra Circle, Coral Gables, Florida 33134.

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

"APV" shall mean Association of Poinciana Villages, Inc., a Florida not-for-profit corporation.

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

"By-Laws" shall mean these By-Laws as amended from time to time.

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

"Member" shall mean each Owner and Declarant.

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

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 617.303(4) of the Florida Statutes, as amended from time to time.

"Turnover Date" shall mean, unless turned over sooner by the Declarant in its sole discretion, three (3) months after the date upon which ninety percent (90%) of the Homes which will ultimately be built within Solivita have been conveyed by Declarant or any Builder to Owners.

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

3. Members.

3.1. Voting Interests. Each Owner and Declarant shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. Prior to the Turnover Date, Declarant shall have Voting Interests equal to one (1) plus the total number of votes held by all other Members. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

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

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

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

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

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

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

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

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

3.1.3. Corporations. If a Home is owned by a corporation, the

president or vice-president of the corporation shall designate a person, who may be an officer, employee, or agent, who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

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

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

3.1.6. Liability of Association. Association may act in reliance upon any oral representation, writing, instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine and/or true and correct, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. In the event of any dispute among persons alleging the right to exercise the Voting Interest appurtenant to a Home, the sole remedy available shall be appropriate legal proceedings between such persons without the joinder of Association. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be reheld (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest.

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

3.3. Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by the Florida Statutes.

3.4. Notice of Members Meetings. Written notice of each Members Meeting shall be given by, or at the direction of, any officer of the Board. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than five (5) days before the meeting (provided, however, in the case of an emergency, two (2) days notice will be deemed sufficient) or posted in a conspicuous place within Solivita at least two (2) days before

the meeting. The notice shall be addressed to the Member's address last appearing on the books of Association. The notice shall specify the place, day and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by Association.

3.5. Quorum of Members. Until the Turnover Date, a quorum shall be established by Declarant's presence at any Members Meeting. At any time prior to the Turnover Date that Declarant is not present at any meeting, or from and after the Turnover Date, a quorum shall be established at a Members Meeting by the presence, in person or by proxy, of Members entitled to, cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

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

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

3.8. Proxies. At all Members Meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 617.306(6) of the Florida Statutes, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given. A proxy may be signed by any person who may exercise a Voting Interest.

4. Board of Directors.

4.1. Number. The affairs of Association shall be managed initially by a Board consisting of three (3) persons. After the Turnover Date, the Board shall consist of either three (3) or five (5) persons as determined by the Board at least sixty (60) days in advance of any Annual Members Meeting. Board members appointed by Declarant need not be Members of Association. Board members elected by Owners must be Members of Association.

4.2. Term of Office. The election of Directors shall take place after Declarant no longer has the authority to appoint the Board and shall take place at the Annual Members

Meeting or on the Turnover Date. Directors shall be elected for staggered terms of one (1) or two (2) years, as follows. If the Board has three (3) members, the two (2) Board members receiving the most votes shall serve for a term of two (2) years. The other Board member shall serve for a term of one (1) year. If the Board has five (5) members, the three (3) Board members receiving the most votes shall serve for a term of two (2) years. The remaining two (2) Board members shall serve for terms of one (1) year. Directors appointed by Declarant shall serve for such term determined by Declarant.

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

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

4.5. Action Taken Without a Meeting. The Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

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

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

5. Meeting of Directors.

5.1. Regular Meetings. Regular meetings of the Board shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board. Meetings shall be held at least twice each calendar year.

5.2. Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency making such notice imprudent. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.4. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgment or upon advance request through an item properly placed on the Board meeting agenda.

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

5.6. Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Community Property or in the Club at least 48 hours in advance, except in an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1. Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, cause Association to do the following:

6.1.1. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration and the Club Plan, including, without limitation, adopt budgets and levy assessments ;

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

6.1.3. Suspend the right of use of the Community Property (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association;

6.1.4. Declare the office of a member of the Board to be vacant in the event such

member shall be absent from three (3) consecutive regular Board meetings;

6.1.5. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity any or all of the duties and functions of Association and/or its officers;

6.1.6. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Community Property and Club, if required by Club Owner as provided in the Club Plan, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration;

6.1.7. Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-parcel owners, which affect the Community Property, Solivita, or the Club and to alter, add to, relocate or improve Solivita and/or the Club (to the extent permitted by the Club Owner); and

6.1.8. Prepare all financial reports required by the Florida Statutes.

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

6.3. Limitations. Prior to the Community Completion Date, actions of Association, the Board and/or the ARC and/or other committee shall be subject to the approval of the Declarant. If disapproved, the action shall have no force and effect. This right shall be exercisable only by the Declarant, its successors, and assigns. Prior to the Community Completion Date, no action authorized by Association, the Board, the ARC or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

6.3.1. Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of Association, the Board, the ARC or any committee by professional courier with receipt at the address Declarant has registered with the Secretary of Association, as it may change from time to time.

6.3.2. Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any proposed action, policy, or program to be implemented by Association, the Board, the ARC or any committee.

6.3.3. Declarant shall have and is hereby granted a right to disapprove any such action, policy, or program proposed or authorized by Association, the Board, the ARC or any committee.

6.3.4. The foregoing rights may be exercised by Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions.

6.4. Right of Declarant to Disapprove Actions. So long as Declarant owns any property within Solivita, Declarant shall have the right to disapprove any action, policy or program of Association, the Board and any committee which, in the sole judgment of Declarant, would tend to impair rights of Declarant under the Declaration or these By-Laws, or interfere with the development or construction of any portion of Solivita, or diminish the level of services Association provides.

6.4.1. Notice. Declarant shall be given written notice of all meetings and proposed actions approved at meetings of Association, the Board or any committee. Such notice shall be given in accordance with Sections 3.4 and 5.6 herein, as applicable.

6.4.2. Opportunity to be Heard. Declarant shall be given the opportunity at any meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

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

Declarant, its representatives or agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. Declarant, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or Association. Declarant shall not use its right to disapprove to reduce the level of services which Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. As long as Declarant owns any property within Solivita, this Section may not be amended by any party or entity without the prior written approval of Declarant.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, these By-Laws and Club Plan, shall discharge such duties as necessary to operate Association and pursuant to the Declaration, including, but not limited to, the following:

7.1. Maintain and make available all Official Records.

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

7.3. Fix and collect the amount of the Assessments against, or due from, each Owner including, but not limited to, fines, lien enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members;

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

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

7.6. Administer the reconstruction after casualty of improvements on the Community Property, as required;

7.7. Operate, maintain, repair and replace the Community Property;

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

7.9. Collect and pay all assessments payable to the APV as part of Association Expenses pursuant to the Declaration and the APV Declaration.

8. Officers and Their Duties.

8.1. Officers. The officers of this Association shall be a President, a Secretary, and a Treasurer.

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

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

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

8.5. Resignation and Removal. Any officer may be removed from office, with

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

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

8.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created by the Board.

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

PRESIDENT

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

VICE PRESIDENT

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

SECRETARY

The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the members of Association together with their addresses; and perform such other duties as required by the Board.

TREASURER

The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 617.303 of the Florida Statutes; cause an annual budget and a statement of income and expenditures to be prepared and presented to the membership at the Annual Members Meeting; and perform such other duties as required by the Board.

9. APV. Association is a Member of the APV. The President of Association shall be Association's representative to the Board of Directors of the APV, unless otherwise determined by this Board.

10. Committees.

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

10.2. Enforcement Committee. In addition to any other committees which may be established by the Board pursuant to Section 10.1 of this Article, the Board may appoint a Guidelines Committee to act, in accordance with the provisions of the Declaration, as the hearing tribunal of Association.

10.3. The ARC. Declarant shall have the sole right to appoint the members of the ARC until such time as provided in the Declaration. Upon expiration of the right of Declarant to appoint members of the ARC as provided in the Declaration, the Board shall appoint the members of the ARC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ARC.

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

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

13. Amendments.

13.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records.

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

to the same will be reflected in the Public Records.

13.3. Amendments From and After the Turnover Date. After the Turnover Date, **but subject to the general restrictions on amendments set forth above**, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board **and** (ii) seventy-five percent (75%) of all of the votes in Association. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two-thirds percent (66⅔%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

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

15.
Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.