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AMENDED AND RESTATED

SOLIVITA DECLARATION

TABLE OF CONTENTS

			Page
1.	Recitals		7
2.	Termination of Prior Declaration		7
3.	Definitions		7
4.	Community Property Generally		11
	4.1	Prior to Conveyance	11
	4.2	Construction of Community Property Facilities	11
	4.3	Use of Community Property by Declarant	12
	4.4	Conveyance	12
	4.5	Form of Deed	12
	4.6	Operation After Conveyance	12
	4.7	Paved Community Property	12
	4.8	Delegation	13
	4.9	Use	13
		4.9.1 Nonexclusive Use	13
		4.9.2 Right to Allow Use	13
		4.9.3 Waterbodies	13
		4.9.4 Obstruction of Community Property	13
		4.9.5 Assumption of Risk	13
		4.9.6 Owner's Obligation to Indemnify	14
5.	Party Walls		14
	5.1	General Rules of Law to Apply	14
	5.2	Sharing of Repair, Replacement and Maintenance for Party Walls	14
		5.2.1 Generally	14
		5.2.2 Special Assessment	14
	5.3	Alterations	14
	5.4	Weatherproofing	14
	5.5	Easements	14
6.	Party Roofs		14
	6.1	General Rules of Law to Apply	14
	6.2	Sharing of Repair, Replacement and Maintenance for Party Roofs	14
		6.2.1 Generally	15
		6.2.2 Special Assessment	15
	6.3	Alterations	15
	6.4	Easements	15
7.	Zero Lot Line Homes		15
	7.1	Easement for Zero Lot Line Wall Maintenance	15
	7.2	Adjacent Owner Paint Obligation	15
	7.3	No Structural Change	15
	7.4	Damage by Owner of Adjacent Home	15
	7.5	Construction Easement	15
8.	Maintenance by Association		15

8.1 Community Property 15
8.2 Surface Water Management System 15
8.2.1 Duty to Maintain 15
8.2.2 Amendments to Community Documents 16
8.3 Negligence 16
8.4 Adjoining Areas 16
8.5 Right of Entry 16
8.6 Maintenance of Property Owned by Others 16
8.7 Maintenance of Poinciana Subdivision 16
8.8 Maintenance of Roads, Lighting, and Landscaping 16
8.9 Canvas Canopies 16
8.10 Lawn Maintenance 16

9. Poinciana Community Development District 17
9.1 Generally 17
9.2 Creation of the PCDD 17
9.3 PCDD Assessments 17
9.4 Community Property and Facilities Part of PCDD 18
9.5 Facilities Owned by PCDD 18

10. Rules and Regulations 18
10.1 Generally 18
10.2 Declarant Not Subject to Rules and Regulations 18
10.3 Default by Another Owner 18

11. Special Taxing Districts 18

12. Water Transmission and Distribution Facilities Easement and Repair 18

13. Public Facilities 19

14. Association's Obligation to Indemnify 19

15. Site Plans and Plats 19

16. Use Restrictions 19
16.1 Disputes as to Use 19
16.2 Lot Lights 19
16.3 Use of Homes 19
16.4 Leases 19
16.5 Lawful Use 19
16.6 Maintenance by Owners and Neighborhood Associations 20
16.6.1 Standard of Maintenance 20
16.6.2 Weeds and Refuse 20
16.6.3 Driveway Easement 20
16.6.4 Maintenance of Lots 20
16.7 Drainage System 20
16.8 Surface Water Management System 20
16.9 Irrigation 20
16.10 Lake and Canal Slopes 21
16.11 Rights to Stormwater Runoff, Effluent and Water Reclamation 21
16.12 Subdivision and Regulation of Land 21
16.13 Alterations and Additions 21
16.14 Signs and Other Structures 21
16.15 Roofs and Pressure Cleaning 21
16.16 Paint 21
16.17 Hurricane Shutters 21
16.18 Window/Wall Units 22
16.19 Window Treatments 22
16.20 Satellite Dishes and Antennas 22
16.21 Pools 22
16.22 Screened Enclosures 22
16.23 Swimming Prohibited 22
16.24 Boating, Docks and Fishing 22
16.25 Visibility on Corners 22
16.26 Holiday Lights and Other Lighting 22
16.27 Removal of Soil 22
16.28 Casualty Destruction to Improvements 22
16.29 Pets and Animals 22
16.30 Nuisances 23
16.31 Minors' Use of Facilities 23
16.32 Personal Property 23
16.33 Storage 23
16.34 Garbage Cans 23

16.35 Laundry 23
16.36 Control of Contractors 23
16.37 Servants 23
16.38 Parking 23
16.39 Cooking 23
16.40 Substances 23
16.41 Extended Vacation and Absences 24
16.42 Commercial Activity 24
16.43 Completion and Sale of Units 24
16.44 Artificial Vegetation 24
16.45 Decorations 24
16.46 Sports Equipment 24
16.46.1 Basketball-Backboard 24
16.46.2 Play Sets 24
16.46.3 Play Courts 24
16.47 Fences and Walls 24

17. Paramount Right of Declarant 24

18. Binding Effect and Membership 24
18.1 Term 24
18.2 Transfer 25
18.3 Membership 25
18.4 Ownership by Entity 25
18.5 Voting Interest and Suspension 25
18.6 Document Recordation by Owners Prohibited 25
18.7 Composition of the Board 25
18.8 Conflicts 25

19. Easement for Unintentional and Non-Negligent Encroachments 25

20. Directors and Officers Liability Insurance 25

21. Other Insurance 25

22. Requirement to Maintain Insurance 25
22.1 Association 25
22.2 Homes 25

23. Requirement to Reconstruct or Demolish 26
23.1 Paired Residence Buildings 26
23.2 Standard of Work 26
23.3 Additional Rights of Association 26
23.4 Association Has No Liability 26
23.5 Casualty to Community Property 27
23.6 Nature of Reconstruction 27
23.7 Additional Insured 27

24. Property Rights 27
24.1 Owners' Easement of Enjoyment 27
24.2 Ingress and Egress 27
24.3 Development Easement 27
24.4 Public Easements 28
24.5 Delegation of Use 28
24.6 Easement for Encroachments 28
24.7 Permits, Licenses and Easements 28
24.8 Support Easement and Maintenance Easement 28
24.9 Drainage Easement 28
24.10 Club Easements 28
24.11 Golf Easements 28
24.12 Waterbodies 28
24.13 Duration 28
24.14 Easement for Errant Golf Balls 29

25. Club Plan 29

26. Assessments 29
26.1 Types of Assessments 29
26.2 Purpose of Assessments 29
26.3 Association Option 30
26.4 Club Dues 30
26.5 Designation 30
26.6 Allocation of Association Expenses 30
26.7 General Assessments Allocation 30

26.8 Courtyards Expenses 30
26.8.1 Painting 30
26.8.2 Pressure Cleaning 30
26.9 Use Fees and Individual Assessment 31
26.10 Commencement of First Assessment 31
26.11 Shortfalls and Surpluses 31
26.12 Budgets 31
26.13 Establishment of Assessments 31
26.14 Association Initial Expense Fund 31
26.15 Resale Contribution 31
26.16 Assessment Estoppel Certificates 32
26.17 Payment of Home Real Estate Taxes 32
26.18 Creation of the Lien and Personal Obligation 32
26.19 Subordination of the Lien to Mortgages and Club Dues 32
26.20 Acceleration 32
26.21 Non-Payment of Assessments 32
26.22 Exemption 32
26.23 Collection by Declarant 33
26.24 Rights to Pay Assessments and Receive Reimbursement 33
26.25 Mortgagee Right 33

27. Information to Lenders and Owners 33
27.1 Availability 33
27.2 Copying 33
27.3 Notice 33

28. Architectural Control 33
28.1 Architectural Review Committee 33
28.2 Membership 34
28.3 General Plan 34
28.4 Development Plan 34
28.5 Architectural Review Requirements 34
28.6 Quorum 34
28.7 Power and Duties of the ARC 34
28.8 Procedure 34
28.9 Alterations 35
28.10 Variances 35
28.11 Permits 35
28.12 Construction by Owners 35
28.13 Inspection 35
28.14 Violation 36
28.15 Court Costs 36
28.16 Certificate 36
28.17 Certificate of Compliance 36
28.18 Exemption 36
28.19 Exculpation 36

29. APV Declaration 36

30. Owners Liability 36
30.1 Right to Cure 36
30.2 Non-Monetary Defaults 37
30.3 No Waiver 37
30.4 Rights Cumulative 37
30.5 Enforcement By or Against Other Persons 37
30.6 Fines 37

31. Additional Rights of Declarant 38
31.1 Sales Office and Administrative Offices 38
31.2 Modification 38
31.3 Promotional Events 38
31.4 Use by Prospective Purchasers 38
31.5 Franchises 38
31.6 Management 38
31.7 Commercial Uses 38
31.8 Easements 38
31.9 Right to Enforce 39
31.10 Additional Development 39
31.11 Representations 39

32. Duration of Rights 39

33. Telecommunications Services 39
33.1 Right to Contract for Telecommunications Services 39

33.2 Easements 39
33.3 Restoration 39

34. Non-Liability 40

35. Resolution of Disputes 40

36. Venue 40

37. Reliance 40

38. Construction Activities 41

39. Refund of Taxes and Other Charges 41

40. Assignment of Powers 41

41. Senior Housing Restrictions 41
41.1 Age of Residents 41
41.2 Sale, Lease or Transfer 41
41.3 Change of Occupancy 41
41.4 Maintaining Age Records 42
41.5 Enforcement of Provisions 42

42. Amendment 42
42.1 General Restrictions on Amendments 42
42.2 No Vested Rights 42
42.3 Amendments Prior to the Turnover Date 42
42.4 Amendments After the Turnover Date 42

43. Annexation and Withdrawal 42
43.1 Annexation by Declarant 42
43.2 Annexation by Association 42
43.3 Withdrawal 42

44. Dissolution 43
44.1 Generally 43
44.2 Applicability of Declaration after Dissolution 43

45. General Provisions 43
45.1 Authority of Board 43
45.2 Severability 43
45.3 Execution of Documents 43
45.4 Notices 43
45.5 Florida Statutes 43
45.6 Title Documents 43
45.7 Affirmative Obligation of Association 46

46. Plan of Development 47

EXHIBIT 1 LEGAL DESCRIPTION OF SOLIVITA
EXHIBIT 2 LEGAL DESCRIPTION OF THE COURTYARDS AT MONTELENA
EXHIBIT 3 AMENDED AND RESTATED ARTICLES OF INCORPORATION
EXHIBIT 4 BY-LAWS
EXHIBIT 5 CLUB PLAN, AS AMENDED
EXHIBIT 6 ASSESSMENT AGREEMENT

AMENDED AND RESTATED

SOLIVITA DECLARATION

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

R E C I T A L S

A. Declarant recorded that certain Solivita Declaration in Official Record Book 4510 at Page 1576 in the Public Records of Polk County, Florida (the "**Original Declaration**"), respecting the residential community located in Polk County, Florida known as Solivita ("**Solivita**").

B. Declarant thereafter amended the Original Declaration as follows:

(1) First Amendment to Solivita Declaration recorded in Official Records Book 4804 at Page 2000 in the Public Records of Polk County, Florida (the "**First Amendment**").

(2) Second Amendment to Solivita Declaration recorded in Official Records Book 4824 at Page 1086 in the Public Records of Polk County, Florida (the "**Second Amendment**").

(3) Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442 in the Public Records of Polk County, Florida (the "**Third Amendment**").

(4) Fourth Amendment to Solivita Declaration recorded in Official Records Book 5123 at Page 1938 in the Public Records of Polk County, Florida (the "**Fourth Amendment**").

(5) Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 in the Public Records of Polk County, Florida (the "**Fifth Amendment**").

(6) Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523 in the Public Records of Polk County, Florida (the "**Sixth Amendment**").

(7) Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1082 in the Public Records of Polk County, Florida (the "**Seventh Amendment**").

(8) Eighth Amendment to Solivita Declaration recorded in Official Records Book 5700 at Page 2128 in the Public Records of Polk County, Florida (the "**Eighth Amendment**").

(9) Ninth Amendment to Solivita Declaration recorded in Official Records Book 5720 at Page 1890 and re-recorded in Official Records Book 5861 at Page 93 in the Public Records of Polk County, Florida (the "**Ninth Amendment**").

(10) Tenth Amendment to Solivita Declaration recorded in Official Records Book 5941 at Page 457 in the Public Records of Polk County, Florida (the "**Tenth Amendment**").

(11) Eleventh Amendment to Solivita Declaration recorded in Official Records Book 6033 at Page 113 in the Public Records of Polk County, Florida (the "**Eleventh Amendment**").

(12) Twelfth Amendment to Solivita Declaration recorded in Official Records Book 6049 at Page 1086 in the Public Records of Polk County, Florida (the "**Twelfth Amendment**").

(13) Thirteenth Amendment to Solivita Declaration recorded in Official Records Book 6340 at Page 2158 in the Public Records of Polk County, Florida (the "**Thirteenth Amendment**").

(14) Fourteenth Amendment to Solivita Declaration recorded in Official Records Book 6358 at Page 121 and re-recorded as a Corrective Fourteenth Amendment to Solivita Declaration in Official Records 6684 at Page 2244 in the Public Records of Polk County, Florida (the "**Fourteenth Amendment**").

(15) Fifteenth Amendment to Solivita Declaration recorded in Official Records Book 06467 Pages 0142 in the Public Records of Polk County, Florida (the "**Fifteenth Amendment**").

The Original Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, Thirteenth Amendment, Fourteenth Amendment and Fifteenth Amendment shall hereinafter be collectively referred to as the "**Prior Declaration**".

C. Solivita is located in Polk County, Florida, as more particularly described in **Exhibit 1** attached hereto and made a part hereof.

D. Section 34.2 of the Prior Declaration permits Declarant to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as

defined in the Prior Declaration), which date has not yet occurred.

E. Declarant desires to subject Solivita to the covenants, conditions and restrictions contained in this Declaration.

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

NOW THEREFORE, Declarant hereby declare that every portion of Solivita is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions contained in this Declaration.

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

2. Termination of Prior Declaration. This Declaration shall replace entirely the Prior Declaration. This Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.

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

"**Access Control Program**" shall have the meaning set forth in the Club Plan and be part of Club Expenses. Club Owner may, in its sole discretion, assign in writing the right to provide the Access Control Program to Association, at which time the costs thereof will become Association Expenses.

"**APV**" shall mean Association of Poinciana Villages, Inc., a Florida not-for-profit corporation. APV is the entity responsible for the administration, operation, and management of the Poinciana Subdivision.

"**APV Declaration**" shall mean that certain Restated Declaration of Restrictions respecting the Poinciana Subdivision recorded in the Public Records, as the same may be amended from time to time.

"**ARC**" shall mean the Architectural Review Committee established pursuant to Section 28 hereof.

"**Architectural Review Requirements**" shall mean such standards of conduct, maintenance or other activity, if any, established by the ARC pursuant to Section 28 hereof.

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

"**Assessment Agreement**" shall mean Village Ten Assessment Agreement attached hereto as **Exhibit 6** and made a part hereof.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 26.1 hereof.

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

"**Association Expenses**" shall mean all costs and expenses of Association and the Community Property including, without limitation, all costs of ownership; lawn maintenance to Front Yards and/or Side Yards, if any; operation; administration; all amounts payable by Association including, but not limited to Transportation Service Agreement expenses, if Club Owner assigns its obligations thereto to Association; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting agreement between Association and a utility company, if any; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners (if any); utilities; taxes; insurance; bonds; Access Control Program costs, if Club Owner assigns its obligations thereto to Association; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; and any and all costs relating to the discharge of Association's obligations hereunder and/or under the Club Plan, or as determined to be part of Association Expenses by Association. By way of example, and not of limitation, Association Expenses shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"**Association Initial Expense Fund**" shall have the meaning set forth in Section 26.14 hereof.

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

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

"**Bonds**" shall have the meaning set forth in Section 9.2 hereof.

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

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

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

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

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

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

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

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

"**Club Owner**" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Avatar Properties Inc. Club Owner may sell, encumber or convey the Club to any person or entity, including Association, in its sole discretion at any time.

"**Club Plan**" shall mean Solivita Club Plan together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as **Exhibit 5** and made a part hereof. This Declaration is subordinate in all respects to the Club Plan.

"**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 and/or Builders to Owners.

"**Community Documents**" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Architectural Review Requirements.

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

"**Compliance Committee**" shall have the meaning set forth in Section 30.6.2 hereof.

"**Condominium**" shall mean any condominium created pursuant to the Florida Condominium Act within Solivita.

"**Condominium Association**" shall mean any condominium association responsible for maintaining the common elements to Homes forming a condominium.

"**Condominium Unit**" shall mean each Home which is part of a Condominium.

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

"**Contractors**" shall have the meaning set forth in Section 28.12.2 hereof.

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

"**Courtyards Expenses**" shall have the meaning set forth in Section 26.8 hereof.

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

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

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

"**Development Plan**" shall mean collectively the full or partial concept plan for the development of Solivita, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Development Plan is subject to change as set forth herein. The Development Plan is not a representation by Declarant as to the development of Solivita or its amenities, as Declarant reserves the right to amend all or part of the Development Plan from time to time.

"**Facilities**" shall have the meaning set forth in Section 9.1 hereof.

"**FGUA**" shall mean the Florida Governmental Utility Authority.

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

"**Golf Owner**" shall mean any person or entity owning the Golf Course within or immediately adjacent to Solivita.

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

"**Individual Assessments**" shall have the meaning set forth in Section 26.2.5 hereof.

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

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

"**Member**" shall have the meaning set forth in Section 18.3 hereof.

"**Monthly Assessments**" shall have the meaning set forth in Section 26.2.1 hereof.

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

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

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

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

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

"**Non-Conforming Pavers**" shall have the meaning set forth in Section 12 hereof.

"**Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Declarant, Club Owner, or a Lender. A purchaser of a Parcel who

thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each Home. For example, an Owner of a Multi-Family Rental Building is an Owner with respect to each Home within such Multi-Family Rental Building.

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

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

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

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

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

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

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

"**Poinciana Subdivision**" shall mean all of the real property subject to the APV Declaration.

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

"**Resale Contribution**" shall have the meaning set forth in Section 26.15 hereof.

"**Reserves**" shall have the meaning set forth in Section 26.2.4 hereof.

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

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

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

"**Solivita**" shall mean the real property described in **Exhibit 1** attached hereto subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Declarant may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Solivita.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 26.2.2 hereof.

"**Surface Water Management System**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term may include, but is not limited to, exfiltration trenches, wetland preservation areas, mitigation areas, conservation areas (which may include those areas described in the Conservation Easement), lakes, water quality monitoring, dams, impoundments, reservoirs, drainage maintenance easements, those works defined in Section 373.403(1)-(5) of the Florida Statutes and those works authorized by the SFWMD pursuant to the Permit.

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

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

"**Telecommunications Systems**" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Solivita. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals,

wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, look boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, individual satellites, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

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

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

"**Title Documents**" shall have the meaning set forth in Section 45.6 hereof.

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

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

"**Turnover Date**" shall mean 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. Without limiting the foregoing, Declarant shall not be obligated to turnover Association prior to the date currently required by law.

"**Use Fees**" shall have the meaning set forth in Section 26.2.3 hereof.

"**Village Ten Association**" shall mean Village Ten Community Association, Inc., a Florida not for profit corporation, its successors and/or assigns.

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

4. Community Property Generally. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMUNITY PROPERTY" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMUNITY PROPERTY TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. In addition, the following provisions shall be applicable to the Community Property:

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

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

4.3 Use of Community Property by Declarant. Until the Community Completion Date Declarant shall have the right to use any portion of the Community Property, without charge, for any purpose deemed appropriate by Declarant.

4.4 Conveyance. After the Community Completion Date, or earlier as determined by Declarant in its sole discretion, or as may be required by law, all or portions of the Community Property may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Declarant to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Community Property and other obligations relating to the Community Property imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Community Property, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMUNITY PROPERTY BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Community Property is subject to each Owner's irrevocable ingress and egress easement to his or her Home as set forth in this Declaration.

4.5 Form of Deed. Each deed of the Community Property shall be subject to the following provisions:

4.5.1 matters reflected in the Plat;

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

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

4.5.4 in the event that Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Community Property conveyed herein are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Once Association has given written notice to Declarant pursuant to this Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Community Property and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The obligations set forth in this Section Supplement Chapter 558 of the Florida Statutes. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9:00 a.m. and 5:00 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Community Property deemed defective by Declarant during its inspections of the Community Property. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant. At this time, it is impossible to determine the actual damages Declarant might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Declarant liquidated damages in the amount of $250,000.00 which Association and Declarant agree is a fair and reasonable remedy; and

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

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

4.7 Paved Community Property. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or re-surfacing of all paved surfaces including, but not limited to, cart paths, roads, pathways, bicycle paths, and sidewalks forming a part of the Community Property. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all the paved surfaces forming a part of the Community Property by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of Association Expenses. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of

limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Community Property regularly for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Community Property regularly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance. Association acknowledges that the paved surfaces may have wear and tear thereon due to usage when conveyed to Association by Declarant.

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

4.9 Use.

4.9.1 Nonexclusive Use. The Community Property shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Community Property. Prior to the Community Completion Date, Declarant, and thereafter, Association, has the right to make the Community Property available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Community Property without charge for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club.

4.9.2 Right to Allow Use. Declarant and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Association Expenses. Any such agreement by Association prior to the Community Completion Date shall require the consent of Declarant and Club Owner.

4.9.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within Solivita. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home (but outside any easement in favor of SFWMD) with the prior approval of the ARC. No fence or other structure may be placed within any waterbody maintenance easement. Petroleum powered motorized fan watercraft are expressly prohibited from operation on waterbodies within Solivita. Man powered boats such as canoes and kayaks are permitted. Sailboats not longer than twelve feet (12') are permitted on the waterbodies. From time to time the Board may permit electric boats to be operated on waterbodies within Solivita pursuant to the Rules and Regulations. Swimming is prohibited. Prior to the Community Completion Date, no dock may be erected within a waterbody forming part of the Community Property. It is not anticipated that there will be a boat ramp within Solivita; however, Declarant may install one or more in its sole discretion. As further provided in Section 4.9.5 of this Declaration, each Owner and such Owner's guests, invitees and agents assume all risk in using any waterbody within Solivita.

4.9.4 Obstruction of Community Property. No portion of the Community Property may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association and this Declaration.

4.9.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Community Property accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Community Property including, without limitation: (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Community Property, (e) design of any portion of the Community Property, (f) injury, damage, destruction and/or loss of life arising from the presence of waterbodies within Solivita or the exercise of any privilege permitted by Section 16.24 of this Declaration, (g) the use of effluent in the irrigation or fertilization of the Community Property or other portions of Solivita, and (h) the use of any transportation service, if Club Owner ever assigns its obligations thereto to Association as provided in the Club Plan. The person also expressly indemnifies and agrees to defend and hold harmless Declarant, Association, Club Owner, Club Manager, Builders, Neighborhood Associations and their employees, directors, representatives, officers, agents, partners,

subsidiaries, affiliates and attorneys, in-house and outsourced, (the "**Indemnified Parties**") from any and all damages, whether direct or consequential, arising from or related to the person's use of the Community Property, including attorneys' fees, paraprofessional fees and costs at pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Community Property and/or Facilities, including without limitation, any pool or area adjacent to a waterbody, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY PROPERTY MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, PIGS, BOARS, RACOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, FOXES, FIRE ANTS, BEES AND AQUATIC MIDGES. DECLARANT, BUILDERS, CLUB OWNER, CLUB MANAGER, NEIGHBORHOOD ASSOCIATIONS AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

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

5. Party Walls.

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

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

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

5.2.2 Special Assessment. Except as provided in Section 23.1 hereof, the cost of repair, maintenance and replacement of Party Walls shall be shared equally by the Owners of the Paired Residence sharing such Party Walls and shall be imposed by Special Assessment to such Owners, without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

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

6. Party Roofs.

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

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

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

6.2.2 Special Assessment. Except as provided in Section 23.1 hereof, the cost of reasonable repair, maintenance and replacement of a Party Roof shall be shared equally by the Owners of the Paired Residences in the Paired Residences Building sharing such Party Roof and shall be imposed by Special Assessment to such Owners, without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

7. Zero Lot Line Homes.

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

7.2 Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the Owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward, which shall be the maintenance obligation of the Owner of the Zero Lot Line Wall.

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

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

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

8. Maintenance by Association.

8.1 Community Property. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Community Property, including all improvements placed thereon.

8.2 Surface Water Management System.

8.2.1 Duty to Maintain. Association acknowledges that the Surface Water Management System within the Community Property will be owned by Association or PCDD. The duty of maintenance of the

Community Property expressly includes the duty to operate, maintain, and repair the Surface Water Management System including, without limitation any signage required by the Permit, in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management System are part of Association Expenses of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. Association will take any action against Owners as necessary to enforce the conditions of the Conservation Easement and the Permit, including, without limitation, any monitoring required by the Permit.

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

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

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

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

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

8.7 Maintenance of Poinciana Subdivision. Without limiting any other provision of this Declaration, the APV may be responsible for the maintenance of all roads and other improvements forming a part of the Poinciana Subdivision as provided in the APV Declaration which are outside of the boundaries of Solivita.

8.8 Maintenance of Roads, Lighting, and Landscaping. Without limiting any provision herein to the contrary, Association shall maintain the roads, lighting and landscaping within the Community Property of Solivita in conformity with the maintenance standards determined by Declarant, to the extent the roads not maintained by PCDD. Association shall not have the right to reduce the level of maintenance and shall increase the level of maintenance, at Declarant's written request, so long as Declarant owns any property within Solivita. The provisions of this Section cannot be amended without Declarant's prior written consent, which consent may be withheld for any reason. Club Owner shall have an access easement on the private roads for the purpose of maintaining the pool located in the Courtyards at Montelena, which pool is part of the Club.

8.9 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies, if any, located within the Community Property of Solivita in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Association Expenses.

8.10 Lawn Maintenance. Association shall maintain the sprinkler systems of Homes. Association shall cut and edge the grass in the Front Yard, Back Yard and Side Yard of each Home. Association will fertilize, weed and mulch the Front Yard, Back Yard and Side Yard of each Home. Association will also cut and trim the trees and

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

9. Poinciana Community Development District.

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

9.2 Creation of the PCDD. The PCDD may issue special assessment bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The PCDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the PCDD puts residential units and non-residential development of Solivita under the jurisdiction of the PCDD. The PCDD may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community, and other infrastructure projects and services necessitated by the development of, and serving lands, within Solivita (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the PCDD in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The PCDD may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**PCDD Capital Assessments**") levied on all benefiting properties in the PCDD, which properties have been found to be specially benefited by the Public Infrastructure over an approximately 30-year period. The principal and interest on the other revenue backed bonds ("**PCDD Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the PCDD may also impose an annual non ad valorem special assessment to fund the operations of the PCDD and the maintenance, repair and removal of its Public Infrastructure and services ("**PCDD Operation Assessments**").

9.3 PCDD Assessments. The PCDD Capital Assessments and PCDD Operation Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the PCDD or may be billed directly by the PCDD. The homestead exemption is not applicable to the PCDD Assessments. Because a tax bill cannot be paid in part, failure to pay the PCDD Capital Assessments, PCDD Operation Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. PCDD Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the PCDD Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the PCDD Capital Assessments is estimated to be no greater than approximately $800.00 per year per Home. The total amount of PCDD Operation Assessments is unknown at this time and may vary from year to year and from time to time. The actual amount of PCDD Capital Assessments will be set forth in the PCDD Assessment Methodology Report. PCDD Capital Assessments relating to Facilities will be determined by the PCDD. Any future PCDD Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section 9. Failure to pay such sums may result in loss of property as set forth in this Section 9. The PCDD may construct, in part or in whole, by the issuance of Bonds (as explained in Section 9.2 above) certain Facilities which may include, but are not limited to, roads, utilities, landscaping and/or drainage system, as the PCDD determines in its sole discretion.

9.4 Community Property and Facilities Part of PCDD. Portions of the Community Property may be conveyed by Declarant to the PCDD. Such Facilities will be part of the PCDD and the PCDD shall govern the use and maintenance of the Facilities. In the event that Declarant conveys certain Facilities to the PCDD, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Community Property. By way of example and not of limitation, the procedures herein respecting Declarant's obligation to convey the Community Property will not apply to the Facilities. ANY CONVEYANCE OF COMMUNITY PROPERTY TO THE PCDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole discretion, to convey additional portions of the Community Property to either the PCDD or Association, thereby making such Community Property part of the PCDD's Facilities. The PCDD or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the PCDD and the inclusion of Facilities in the PCDD will obligate each Owner to become responsible for the payment of PCDD Capital Assessments and PCDD Operation Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

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

10. Rules and Regulations.

10.1 Generally. Prior to the Turnover Date, the Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Community Property. The Rules and Regulations need not be recorded in the Public Records. The Community Property shall be used in accordance with this Declaration and Rules and Regulations promulgated relating thereto.

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

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

11. Special Taxing Districts. For as long as Declarant controls Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Community Property of Association to a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with taxing districts (or others) for lighting, roads, landscaping, irrigation areas, waterbodies, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner and Association. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same, and shall positively provide for the proper and continuous payment of taxes for Community Property maintained by such district and maintenance thereof without expense to the general taxpayers of the County (other than Owners) and shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same. Various portions of the Community are subject to street lighting districts including, without limitation, The Courtyards of Montelena.

12. Water Transmission and Distribution Facilities Easement and Repair. Declarant hereby grants and conveys to the FGUA, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Solivita (excluding such facilities located inside a Home) in accordance with plans approved by Declarant or Association. Certain water transmission and distribution facilities

and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("**Non-Conforming Pavers**") in the course of construction of Homes and Community Property, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 12, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees, in-house and outsourced, and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 12.

13. Public Facilities. Solivita may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Solivita; provided, however, no such facility shall result in expense to the general taxpayers of the County or assumption by the County or any responsibility for maintenance of any portion thereof. Within Solivita, there is (or will be) a lift station to be owned, operated and maintained by the FGUA.

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

15. Site Plans and Plats. Solivita may be subject to one or more Plats as may be amended from time to time. The Plat may identify some of the Community Property within Solivita. The description of the Community Property on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Community Property. Site plans used by Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Community Property, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Community Property.

16. Use Restrictions.

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

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

16.3 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, his/her immediate family, guests, tenants and invitees.

16.4 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes not comprising part of a Multi-Family Rental Building shall be provided to and approved by Association. Leases of Homes forming a part of a Multi-Family Rental Building shall not be submitted to Association unless Association reasonably requests a copy of the same from the Owner of a Multi-Family Rental Building in connection with the enforcement of this Declaration or Rules and Regulations. No Home, other than Homes within a Multi-Family Rental Building, may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Community Documents.

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

16.6 Maintenance by Owners and Neighborhood Associations. Except to the extent such maintenance is provided by Association, the following maintenance standards shall apply:

16.6.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems (not maintained by Association) and any property, structures, improvements, fences and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Solivita by the Owner of each Home. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Community Property that is no longer readily accessible to Association.

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

16.6.3 Driveway Easement. Each Owner shall be responsible to maintain and/or replace the driveway which comprises part of a Home, including, but not limited to, any damage caused by Declarant, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Community Property and any easement or the construction and/or maintenance of any driveway in that portion of the Community Property, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

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

16.7 Drainage System. Once a drainage system or drainage facilities are installed by Declarant, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ARC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots that adversely affect the adjacent Home. Likewise, if the roots of a tree located within the Community Property adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Association Expenses. Notwithstanding the foregoing, Association and Declarant and their affiliates shall have no responsibility or liability for drainage problems of any type whatsoever.

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

16.9 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or waterbody may utilize the waterway or waterbody to irrigate unless so provided by Declarant as part of original construction, subject to applicable permitting. Declarant

and/or Association may use waterways, waterbodies and/or effluent to irrigate Community Property subject to applicable permitting. Declarant, Owners (if provided by Declarant as part of original construction), Association, SFWMD and\or Club Owner, shall have the right to use one or more pumps to remove water from waterways and waterbodies for irrigation purposes at all times, subject to permitting. Declarant may utilize a computerized loop system to irrigate the Community Property and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Neighborhood Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Community Property. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERWAYS AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Water wells are prohibited.

16.10 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Community Property. Association may maintain portions of the Community Property contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. It is possible that the lakes and canal slopes may be owned and maintained by the PCDD. Each Owner hereby grants Association and/or the PCDD an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

16.11 Rights to Stormwater Runoff, Effluent and Water Reclamation. By conveyance of a Home within Solivita, each Owner understands and irrevocably consents to the possibility of irrigation of the Community Property, other areas within Solivita and adjacent areas, with treated effluent, provided that the effluent emanates from an approved treatment plant with an operating permit from the appropriate governmental agencies. Declarant, its agents, successors and/or assigns, shall have the exclusive right to develop and utilize the ground and surface water resources of Solivita for any legal purpose, including the distribution and use of such water beyond Solivita. Such right shall include an easement over Solivita for access and for installation and maintenance of facilities and equipment to capture and transport ground water, surface water and storm water runoff. The conveyance of any Home to an Owner by Declarant does not include the right to develop or utilize the ground, surface or storm water resources within such Home. Declarant or its designee may establish programs for reclamation of storm water runoff and wastewater for appropriate uses within or outside Solivita and may require Owners and occupants of Homes to participate in such programs to the extent reasonably practical. No Owner or occupant shall have any right to compensation for water claimed or reclaimed from his or her Home. Additionally, the Board may establish restrictions on or prohibit outside use of potable water within Solivita. A non-exclusive easement is hereby created over Solivita in favor of Association for overspray of water from any irrigation system serving the Community Property. Association may use treated effluent in the irrigation of any Community Property. Association shall not be held liable for any damage or injury resulting from such overspray or the exercise of this easement. This Section may not be amended without the consent of Declarant or its successor, and the rights created in this Section shall survive the termination of this Declaration.

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

16.13 Alterations and Additions. No material alteration, addition or modification to a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

16.14 Signs and Other Structures. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ARC may be displayed (e.g., permit boards). No lawn ornament, fountain, solar equipment, artificial vegetation, shall be placed in or upon any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. Notwithstanding the foregoing, no ARC approval is necessary for the installment of one portable, removable United States of America flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, Owners may display, in a respectful manner, portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

16.15 Roofs and Pressure Cleaning. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned as often as appropriate but in any event within thirty (30) days of notice by the ARC.

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

16.17 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type approved by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left

closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed up to fifty (50) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

16.18 Window/Wall Units. No window or wall air conditioning unit may be installed in any window or exterior wall in a Home.

16.19 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no tinting, newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

16.20 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home without the prior written approval thereof being first had and obtained from the ARC as set forth in the Architectural Review Requirements. The ARC may require, among other things, that all such improvements be screened or located so as not to be visible from adjacent streets, adjacent Lots or the Community Property. Each Owner agrees that the location of such items must be first approved by the ARC in order to address the safety and welfare of the residents of Solivita. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club.

16.21 Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ARC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Declarant, no slides or platforms shall be permitted without ARC approval and as set forth in the Architectural Review Requirements. Above ground spas shall be permitted within Solivita only if the spas are located within an enclosed area such as a courtyard, screened enclosure or walled enclosure.

16.22 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ARC and as set forth in the Architectural Review Requirements.

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

16.24 Boating, Docks and Fishing. No gas powered boats and no jet skis shall be permitted on the waterbodies within Solivita. Sailboats no longer than twelve feet (12') are permitted on the waterbodies; however, no sailboats longer than twelve feet (12') in length shall be permitted. Watercraft such as canoes and kayaks are permitted. From time to time the Board may adopt Rules and Regulations permitting electric boats to be used on the waterbodies within Solivita. No private docks are permitted without the prior written approval of the ARC. Fishing is permitted by Owners and their guests only. Boats must be stored in garages or outside of Solivita. Association may require that an Owner produce evidence of adequate liability insurance (as determined by Association) prior to allowing any Owner to place a boat in a waterbody.

16.25 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ARC and governmental agencies.

16.26 Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ARC as set forth in this Declaration. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

16.27 Removal of Soil. Without the prior consent of the ARC, no Owner shall remove soil or change the level of the land within any portion of Solivita, or plant landscaping which results in any permanent change in the flow of drainage of surface water within Solivita.

16.28 Casualty Destruction to Improvements. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home.

16.29 Pets and Animals.

16.29.1 Two (2) commonly accepted household pets such as dogs and cats may be kept. No household pets over 100 pounds are permitted.

16.29.2 Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Animals, fowl and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by Association in its sole discretion.

16.29.3 No animal breeding or sales as a business shall be permitted in Solivita.

16.29.4 A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the

Home or in the Community Property, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home.

16.29.5 All pets shall be walked on a leash which shall not exceed twenty (20) feet. No pet shall be permitted outside a Home except on a leash or in the fenced portion of a yard. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

16.30 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Solivita is permitted. No firearms shall be discharged within Solivita. Nothing shall be done or kept within the Community Property or a Home which will increase the rate of insurance to be paid by Association.

16.31 Minors' Use of Facilities. Persons who are not eighteen (18) years of age or older shall not be permitted to use the Community Property unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about Solivita. Declarant, Association and Club Owner shall not be responsible for any use of the facilities by anyone, including minors.

16.32 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, or any use made of, on the Community Property except personal property owned by Association or personal property owned by an Owner and used in the enjoyment of the Community Property (e.g., chair for fishing). No personal property may be stored on, or any use made of, on any Parcel or Home which is unsightly or which interferes with the comfort and convenience of others as determined by the Board.

16.33 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ARC, which approval shall conform to the requirements of this Declaration.

16.34 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel.

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

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

16.37 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Community Property.

16.38 Parking. Owners' automobiles shall be parked in the garage or driveway. Each Home will contain its own garage. On street parking will be permitted for domestic cars and commercial vehicles only during daylight hours. Golf Carts shall be parked only in the garage of a Home. No vehicle (i) without valid registration or (ii) which cannot operate on its own power shall remain on Solivita for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Solivita, except in the garage of a Home. No "commercial vehicle" (as such term is defined in the City or County Code in effect on the date of recordation of this Declaration): (i) shall be permitted to be parked in Solivita for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Home or other improvements in Solivita or (ii) shall be permitted to be parked overnight or stored in Solivita unless fully enclosed within a garage. No recreational vehicle of any kind shall be parked overnight in Solivita, and no boats, boat trailers, trailers of any kind, campers, motor homes, mobile homes or buses shall be permitted to be parked in Solivita unless kept fully enclosed within a garage. No vehicle shall be used as a domicile or residence, either temporary or permanent.

16.39 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Community Property except in areas designated for those purposes by Association. The ARC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Solivita.

16.40 Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on or in any Home, except those which are required for normal household use. All propane tanks and bottled gas for household and or pool purposes (excluding barbeque grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC.

16.41 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Association shall have no responsibility of any nature relating to any unoccupied Home.

16.42 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, and operation of the Club, no commercial or business activity shall be conducted in any Home within Solivita. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Solivita. No solicitors of a commercial nature shall be allowed within Solivita, without the prior written consent of Association. No garage sales are permitted except as permitted by Association. No day care center, group babysitting service or day care facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

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

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

16.45 Decorations. No decorative objects including, but not limited to, bird baths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Solivita without the prior written approval of the ARC.

16.46 Sports Equipment. Sports equipment may not be installed except as follows (and with ARC approval):

16.46.1 Basketball-Backboard. No basketball-backboards may be attached to Home. A basketball-backboard on a post may be installed on the side of a driveway at least ten (10) feet or greater back from the edge of the street. The posts must be metal and painted, vinyl clad or anodized aluminum.

16.46.2 Play Sets. Play sets, swing sets, jungle gyms, play houses, sand boxes or similar structures may not be installed.

16.46.3 Play Courts. Play courts, tennis courts and/or game courts are prohibited altogether except in the Community Property or within the Club.

16.47 Fences and Walls. No walls or fences shall be erected or installed without the prior written approval of the ARC and as set forth in the Architectural Review Requirements. No chain link fencing of any kind shall be allowed.

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

18. Binding Effect and Membership.

18.1 Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or Lot, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the

Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on Solivita by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Declarant.

18.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Community Property as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

18.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Declarant rights with respect to Association are set forth in the Articles and By-Laws. Declarant shall have the right to disapprove actions of the Board and Committees as set forth in the By-Laws.

18.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association (a "**Member**"). All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

18.5 Voting Interest and Suspension. Voting interests in Association are governed by the provisions of the Articles and By-Laws. Without limiting any other provision therein, Association may suspend the Voting Interest of an Owner for nonpayment of Monthly Assessments that are delinquent for in excess of ninety (90) days.

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

18.7 Composition of the Board. Declarant reserves the right to change, from time to time prior to and including the Turnover Date, the composition of the Board. Without limiting the foregoing, Declarant may change the number of Board members but by no less than three (3), the effect of a vote by a Board member or how a Board member is elected or appointed prior to and including Turnover Date.

18.8 Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the By-Laws or any of the Community Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

19. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists.

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

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

22. Requirement to Maintain Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, all insurance and fidelity bonds deemed necessary by the Board.

22.1 Association. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Association Expenses.

22.2 Homes. Each Owner shall be required to obtain and maintain, at such Owner's cost and expense, adequate property damage and hazard/windstorm insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Each Owner shall be required to supply

the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder. In addition, each Owner shall be required to advise Association upon the termination, lapse in coverage or expiration of any insurance required to be maintained pursuant to this Section.

23. Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, except as provided in Section 23.1 below, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ARC ("**Required Demolition**"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

23.1 Paired Residence Buildings. All insurance maintained by an Owner pursuant to Section 22.2 hereof respecting a Paired Residence shall name Association as an additional insured and as loss payee. At any time, Association may, but shall not be obligated to, obtain and maintain insurance on the Paired Residences on a bulk basis. The cost of which shall be Courtyard Expenses. Paired Residences are separated by Party Walls but form part of a Paired Residences Building. The Association shall be responsible for performing, in a timely manner, any Required Repair or Required Demolition to any Paired Residence damaged or destroyed including, without limitation, hiring architects, engineers, general contractors and subcontractors, supervising the same and obtaining permits and governmental approvals. All costs and expenses associated with such Required Repair or Required Demolition shall be paid from the insurance proceeds payable to the Association in connection with such damage or destruction. Any shortfall in insurance proceeds payable to the Association, the cost of any insurance deductible, and any other costs and expenses not paid by the insurance proceeds shall be paid as follows:

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

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

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

23.3 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home, subject to approved modifications. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount may be sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

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

23.5 Casualty to Community Property. Association is irrevocably appointed agent for each Owner of any interest relating to the Community Property to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims. In the event of damage to the Community Property, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.

23.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

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

24. Property Rights.

24.1 Owners' Easement of Enjoyment. Every Owner and tenant, and his or her immediate family residing in the Home, and their guests and every owner of an interest in Solivita shall have a non-exclusive right and easement of enjoyment in and to those portions of the Community Property which he or she is entitled to use for their intended purpose, subject to the following provisions:

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

24.1.2 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 617.305 of the Florida Statutes, as amended from time to time.

24.1.3 The right of Declarant and/or Association to dedicate or transfer all or any part of the Community Property. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant and, at any time, without prior written consent of the Club Owner.

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

24.1.5 The right of Declarant and/or Association to modify the Community Property as set forth in this Declaration.

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

24.1.7 Rules and Regulations adopted governing use and enjoyment of the Community Property.

24.1.8 An Owner relinquishes use of the Community Property at any time that a Home is leased to a tenant.

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

24.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Solivita as may be required in connection with the development of Solivita, the Club, and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, the Club, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Solivita for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Declarant or Telecommunications Provider. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Community Property. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Community Property as a result of the use of the same by construction traffic, and all maintenance and repair of such Community Property shall be deemed ordinary maintenance of Association payable by all Owners as part of Association Expenses. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to Association on account of Declarant's and Club Owner's use of the Community Property for construction purposes. Declarant intends to use the Community Property for sales of new and used Homes and for the leasing of Homes within Multi-Family Rental Buildings. Further, Declarant and its affiliates may market other residences and commercial properties located outside of Solivita from Declarant's sales facilities located within Solivita. Declarant has the right to use all portions of the Community Property in connection with its

marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Community Property for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 31 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

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

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

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

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

24.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity maintaining the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Solivita (including Homes and the Club) for the reasonable and necessary maintenance of Community Property, Club, utilities, cables, wires and other similar facilities.

24.9 Drainage Easement. A non-exclusive easement shall exist in favor of Declarant, SFWMD, Club Owner, Association, and their designees, and any other applicable water management district, state agency, and/or federal agency having jurisdiction over Solivita over, across and upon Solivita for drainage, irrigation and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of Solivita (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Solivita and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Solivita and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration. Notwithstanding the foregoing, a non-exclusive easement shall exist over, across and upon Solivita for property adjacent to Solivita for the purpose of surface water flow and surface storm water management.

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

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

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

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

24.14 Easement for Errant Golf Balls. Non-specific easements are created for the benefit of users of the Golf Course over Homes, Community Property, Neighborhood common areas and other properties adjacent to the Golf Course, to permit every reasonable act necessary and appropriate to playing golf. These easements include, without limitation, the flight of golf balls over Homes and the Community Property, the landing of golf balls, the use of necessary golf carts and maintenance equipment and the usual common noises created by playing golf and maintaining the Golf Course. Declarant and its affiliates, Builders, Association and each Neighborhood Association shall not be liable or responsible for disputes between an Owner and any person using the course. All Owners, by acceptance of delivery of a deed to a Home or unimproved Lot will assume all risks associated with errant golf balls, and agree and covenant not to make any claim or institute any action against the Declarant and its affiliates, Association, Builders, Neighborhood Associations, or the owner of any golf course adjacent to or in the general vicinity of Solivita arising or resulting from any errant golf balls or damages caused thereby.

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

26. Assessments.

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

26.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Solivita, and in particular for the improvement and maintenance of the Community Property and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

26.2.1 Any annual assessments or charges payable in monthly installments for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Association Expenses and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Monthly Assessments**");

26.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "**Special Assessments**");

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

26.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Community Property for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Community Property (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason; and

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

Assessment.

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

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

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

26.6 Allocation of Association Expenses.

26.6.1 For the period until the adoption of the first annual budget, the allocation of Association Expenses shall be as set forth in the initial budget prepared by Declarant.

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

26.6.3 In the event Association Expenses as estimated in the budget for a particular fiscal year are, after the actual Association Expenses for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have unequivocal right to specially assess Owners retroactively from January 1st of any year or thereafter for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein. All surplus funds, if any, shall be applied to reduce Association Expenses.

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

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

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

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

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

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

26.10 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of conveyance of title of a Parcel to such Builder. Notwithstanding the foregoing, each Home in a Multi-Family Rental Building is subject to Assessments upon the issuance of a final or temporary Certificate of Completion for such Home.

26.11 Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Association Expenses. Prior to the Turnover Date, Declarant shall have the option (i) to fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of income receivable by Association or (ii) to pay Monthly Assessments on Homes owned by Declarant. Declarant shall never be required to (i) fund shortfalls in Monthly Assessments unless Declarant has elected to fund the deficit instead of paying Monthly Assessments on Homes owned by Declarant or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Association Expenses or, in Association's sole discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

26.12 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget and is not a contractual statement or guaranty of actual expenses. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED AND BASED ON GOOD FAITH ANALYSIS (NOT BASED ON HISTORICAL OPERATING FIGURES); THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED. Budgets do not take into account inflation. Because there is no history of operation, it is impossible to predict actual expenses once Association begins operation. It is not intended that you rely on any budget in electing to purchase a Home. Projections in the initial budget are an effort to provide some information regarding future operating costs.

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

26.13.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

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

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

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

26.15 Resale Contribution. Association has established a resale contribution ("**Resale Contribution**"). There shall be collected upon every conveyance of ownership interest in a Home by an Owner other than Declarant or Builders an amount of two hundred fifty dollars ($250.00) payable to Association. The Resale Contribution shall not be applicable to conveyances from Declarant or Builder. After the Home has been conveyed by Declarant or a

Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of Resale Contribution and the manner of payment may be changed by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

26.16 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments and Club Dues due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

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

26.18 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any claim of lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

26.19 Subordination of the Lien to Mortgages and Club Dues. The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the claim of lien, and (ii) Club Dues. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a (i) foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, or (ii) lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home, which became due prior to such sale or transfer. However, any unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Association Expenses included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

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

26.21 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of $25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at pre-trial and at all levels of proceedings, including appeals. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Community Property or the Club or by abandonment of a Home.

26.22 Exemption. Notwithstanding anything to the contrary herein, neither Declarant nor Club Owner nor any Home or property owned by Declarant or Club Owner shall (unless specified to the contrary by Declarant or Club Owner in a separate written instrument) be responsible for any Assessments of any nature or any portion of Association Expenses. Declarant, at Declarant's sole option, may pay Assessments on Homes owned by it. In addition, the Board shall have the right to exempt any portion of Solivita subject to this Declaration from the

Assessments, provided that such part of Solivita exempted is used (and as long as it is used) for any of the following purposes:

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

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

26.22.3 Community Property or property (other than a Home) owned by a Neighborhood Association;

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

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

26.23 Collection by Declarant. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies including, but not limited to, recovery of attorneys' fees and paraprofessional fees at pre-trial and at all levels of proceedings, including appeals, shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus three percent (3%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at pre-trial and at all levels of proceedings, including appeals.

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

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

27. Information to Lenders and Owners.

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

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

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

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

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

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

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

28. Architectural Control. In addition to the review requirements set forth herein, each Owner may be required to obtain the prior written approval of the Design Control Board of the APV as set forth in the APV Declaration.

28.1 Architectural Review Committee. The ARC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Solivita. The ARC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC. Declarant shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ARC.

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

28.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Solivita. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Solivita by Owners other than Declarant or Club Owner. The ARC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ARC. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

28.4 Development Plan. Declarant has established an overall Development Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Development Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING SOLIVITA. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW SOLIVITA WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE DISCRETION.

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

28.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In lieu of a meeting, the ARC may act in writing.

28.7 Power and Duties of the ARC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC.

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

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

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

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

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

28.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may

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

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

28.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

28.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Architectural Review Requirements, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Review Requirements on any other occasion.

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

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

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

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

28.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Architectural Review Requirements by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ARC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Solivita.

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

28.13 Inspection. There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of Solivita for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Architectural Review Requirements.

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

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

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

28.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of compliance from the ARC, certifying that the Owner has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC, the responsibility for issuing the certificate of compliance. The issuance of a certificate of compliance does not abrogate the ARC's rights set forth in Section 28.13 herein.

28.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Architectural Review Requirements, any improvements of any nature made or to be made by Declarant or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Community Property, Club or any Home, shall not be subject to the review of the ARC, Association, or the provisions of the Architectural Review Requirements.

28.19 Exculpation. Declarant, Association, the directors or officers of Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, devisees, legal and personal representatives, successors and assigns, by acquiring title to a Home, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ARC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ARC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ARC or their members, officers and directors. Declarant, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters.

29. APV Declaration. Each Owner and Home is subject to the APV Declaration which contains, among other things, architectural review requirements. Association is a member of the Village Ten Association which, in turn is a member of the APV and is obligated to pay assessments to the APV as set forth in the APV Declaration ("**APV Assessments**"). Many services will be provided to Owners by Association that the APV provides to other Villages (as defined in the APV Declaration) within the Poinciana Subdivision. Village Ten Association and APV have entered into an assessment agreement (the "**Assessment Agreement**"). Pursuant to the Assessment Agreement, the APV will accept reduced APV Assessments from Village Ten Association at the rate of thirty-four percent (34%) of the uniform APV Assessments payable by other property owners in other Villages within the Poinciana Subdivision. These reduced APV Assessments shall be paid to the APV by Village Ten Association after collecting the same from Master Association and shall be Operating Costs of Master Association. In the event that Master Association does not pay the reduced APV Assessments due and payable to the Village Ten Association, Village Ten Association and APV shall have lien rights over all of Community. The lien in favor of Village Ten Association and APV shall be released as to individual Homes within Community by the payment by a Home Owner of such Owner's pro rata share of the APV Assessment to APV.

30. Owners Liability.

30.1 Right to Cure. Should any Owner do any of the following:

30.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions

of the Declaration; or

30.1.2 Cause any damage to any improvement or Community Property or Club; or

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

30.1.4 Undertake unauthorized improvements or modifications to a Home, the Community Property or the Club; or

30.1.5 Impede Declarant or Club Owner from proceeding with or completing the development of Solivita or Club, as the case may be.

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

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

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

30.2.2 Commence an action to recover damages; and/or

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

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

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

30.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, Club Owner, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Architectural Review Requirements, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

30.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Architectural Review Requirements may be enforced by Declarant and/or, where applicable, Club Owner and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Architectural Review Requirements shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Architectural Review Requirements.

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

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

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

30.6.3 The non-compliance shall be presented to the Compliance Committee acting as a tribunal, after which the Compliance Committee shall hear reasons why a fine should not be imposed. The hearing

shall be conducted in accordance with the procedures adopted by the Compliance Committee from time to time. A written decision of the Compliance Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Compliance Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

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

31. Additional Rights of Declarant.

31.1 Sales Office and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Solivita and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of Solivita. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Solivita, including Community Property, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Community Property to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

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

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

31.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Community Property for the purpose of entertaining prospective purchasers, Builders and the like of Homes, or other properties owned by Declarant outside of Solivita.

31.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Community Property and shall be entitled to all income derived therefrom.

31.6 Management. Declarant may manage the Community Property by contract with Association.

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

31.8 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services, and other purposes over, under, upon and across Solivita so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Community Property in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Declarant may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those

granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

31.9 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Architectural Review Requirements. The prevailing party is entitled to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at pre-trial and at all levels of proceedings, including appeals. Such right shall include the right of Declarant to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Dues.

31.10 Additional Development. If Declarant withdraws portions of Solivita from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Community Property and/or Club and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

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

32. Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any affiliate of Declarant has any further interest of any kind in Solivita; or (ii) a relinquishment by Declarant in an amendment to the Declaration placed in the Public Records.

33. Telecommunications Services.

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

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

33.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Community Property and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Community Property and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Community Property and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between a Telecommunications Provider and Association.

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

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

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

34.1.3 THE PROVISIONS OF THE COMMUNITY DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF SOLIVITA (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

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

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

37. Reliance. **BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION AND THE CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT SOLIVITA TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF**

ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

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

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

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

41. Senior Housing Restrictions.

41.1 Age of Residents. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the occupied Homes in Solivita are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the federal Fair Housing Act (the "Act"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Notwithstanding anything to the contrary, for so long as Seller owns lots for development and sale in the Community, Declarant shall have the sole right, but not the obligation, to allow no more than twenty (20%) of the homes to be permanently occupied by persons who are under fifty-five (55) years of age or older but who are fifty-two (52) years of age or older; provided, such occupancy does not violate the Acts.

41.2 Sale, Lease or Transfer. Owners shall be responsible for including the statement that the Homes within Solivita are intended for occupancy by persons fifty-five (55) years of age or older, as set forth above, in conspicuous type in any lease, purchase and sale agreement, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the tenant or purchaser. No Owner may transfer any interest in a Home without the approval of Association as provided in Association's Rules and Regulations.

41.3 Change of Occupancy. In the event of any proposed change in occupancy of any Home, as a result of transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce, or otherwise, the Owner of such Home shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed occupants of the Home and such other information the Board may reasonably require to verify the age of each occupant. No voluntary change in occupancy shall occur without the prior approval of Association as provided in Association's Rules and Regulations.

41.4 Maintaining Age Records. Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Association shall develop procedures for determining the occupancy of each Home. Association may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents containing birth date of comparable reliability.

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

42. Amendment.

42.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. All amendments must comply with Section 8.2.2 which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

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

42.3 Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Solivita; additions or deletions from the properties comprising the Community Property; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not of limitation, Declarant may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. 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. Notwithstanding the foregoing, at all times after the Turnover Date, Declarant shall have the right to amend the Community Documents unilaterally to correct scrivener's errors.

42.4 Amendments After the Turnover Date. After the Turnover Date, **but subject to the general restrictions on amendments set forth above**, this Declaration may be amended with the approval of (i) sixty-six and 2/3 percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

43. Annexation and Withdrawal.

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

43.2 Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66⅔ %) of the Board; **and** (ii) seventy-five percent (75%) of all of the votes in Association.

43.3 Withdrawal. Prior to the Community Completion Date, any portions of Solivita (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of Solivita shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of

Solivita shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any Home). Association shall have no right to withdraw land from Solivita.

44. Dissolution.

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

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

45. General Provisions.

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

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

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

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

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

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

45.6.1 Restrictions, reservations, covenants and conditions pursuant to that certain Poinciana Subdivision Declaration, recorded 09/21/2001, in Official Records Book 4805, at Page 410.

45.6.2 Restrictions, reservations, covenants and conditions pursuant to that certain Solivita Club Plan recorded 08/10/2000 in Official Records Book 4510, at Page 1529, as amended by First Amendment to Solivita Club Plan, recorded 09/20/2001, in Official Records Book 4804, at Page 2005, as amended by Second Amendment to Solivita Club Plan, recorded 10/16/2001, in Official Records Book 4824, at Page 1091.

45.6.3 Solivita Club Membership Fee Schedule – SOLIVITA PHASE 1, recorded 08/16/2000, in Official Records Book 4514, at Page 1753.

45.6.4 Solivita Club Membership Fee Schedule – SOLIVITA PHASE ID, recorded 07/23/2003, in Official Records Book 5444, at Page 1086.

45.6.5 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IE, recorded 01/12/2005, in Official Records Book 6049, at Page 1090-1094.

45.6.6 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IIA, recorded 09/20/2001, in Official Records Book 4804, at Page 2008.

45.6.7 Solivita Club Membership Fee Schedule SOLIVITA PHASE IIB, recorded 10/16/2001, in Official Records Book 4824, at Page 1094.

45.6.8 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IIC AND IID, recorded 09/26/2002, in Official Records Book 5123, at Page 1942.

45.6.9 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IIIA, recorded 10/05/2004, in Official Records Book 5941, at Page 461.

45.6.10 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IIIB AND VIA, recorded 08/22/05, in Official Records Book 6358, at Page 115.

45.6.11 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IVA, recorded 10/22/02, in Official Records Book 5148, at Page 1041.

45.6.12 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IVB, recorded 03/19/2003, in Official Records Book 5295, at Page 1527.

45.6.13 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IVC – SECTION 1, recorded 03/11/2004, in Official Records Book 5700, at Page 2132.

45.6.14 Solivita Club Membership Fee Schedule – SOLIVITA PHASE IVC - SECTION 2, recorded 03/30/2004, in Official Records Book 5720, at Page 1894.

45.6.15 Solivita Club Membership Fee Schedule - SOLIVITA PHASE VIB, recorded 10/31/2005, in Official Records Book 6467, at Page 146.

45.6.16 Solivita Club Membership Fee Schedule Solivita Phases 7A, 7B1, 7B2, 7C and 7D recorded in Official Records Book 6914 at Page 842.

45.6.17 Restrictions, reservations, covenants and conditions pursuant to that certain Solivita Declaration recorded 08/10/2000, in Official Records Book 4510, at Page 1576, as amended by First Amendment to Solivita Declaration, recorded, in Official Records Book 4804, at Page 2000, Second Amendment to Solivita Declaration, recorded in Official Record Book 4824, at Page 1086, Third Amendment to Solivita Declaration, recorded in Official Record Book 4884, at Page 442, Fourth Amendment to Solivita Declaration, recorded in Official Records Book 5123, at Page 1938, Fifth Amendment to Solivita Declaration, recorded in Official Records Book 5148, at Page 1037, Sixth Amendment to Solivita Declaration, recorded in Official Records Book 5295, at Page 1523, Seventh Amendment to Solivita Declaration, recorded in Official Records Book 5444, at Page 1082, Eighth Amendment to Solivita Declaration, recorded in Official Records Book 5700, at Page 2128, re-recorded in Official Records Book 5861, at Page 89, Ninth Amendment to Sollvita Declaration, recorded in Official Records Book 5720, at Page 1890, re-recorded in Official Records Book 5861, at Page 93, Tenth Amendment to Solivita Declaration, recorded in Official Records Book 5941, at Page 457, Eleventh Amendment to Solivita Declaration, recorded in Official Records Book 6033, at Page 113, Twelfth Amendment to Solivita Declaration, recorded in Official Records Book 6049, at Page 1086, Thirteenth Amendment to Solivita Declaration, recorded in Official Record Book 6340, Page 2158; Fourteenth Amendment to Solivita Declaration recorded in Official Record Book 6358, Page 121; Corrective Fourteenth Amendment to Solivita Declaration, recorded in Official Record Book 6684, Page 2244; Fifteenth Amendment to Solivita Declaration, recorded in Official Records Book 6467, Page 142.

45.6.18 Restrictions, reservations, covenants and conditions pursuant to that certain Solivita Master Deed Restrictions recorded 04/28/2000 in Official Records Book 4446, at Page 1453.

45.6.19 Conservation Easement by and between Avatar Properties, Inc., a Florida corporation and the South Florida Water Management District recorded 02/12/2001, in Official Records Book 4628, Page 531.

45.6.20 The Solivita Phase I Special Street Lighting District as set forth in that certain Ordinance Number 00-94, dated December 14, 2000.

45.6.21 Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 4446, at Page 1706.

45.6.22 Agreement-Substitution of Utility Easement, recorded 09/10/2002, in Official Records Book 5109, at Page 754, as to Lots 3, 4, 19, 20, 21, 22, 34 & 35, of Solivita-Phase IIA.

45.6.23 Easement recorded 09/10/2002, in Official Records Book 5109, at Page 761, and Vacation and Closing Utility Easements, recorded 08/23/2002, in Official Records Book 5094, at Page 621, as to Lots 99,

100, 117, 118, 119, 120, 150, 151, 152, 153, 160, 161, 162, 163, 177, 178, 179, 180, 186, 187, 188, 189, 190, 191, 195,196, 202 & 203, of Solivita Phase IIB.

45.6.24 Utility Easement in favor of Poinciana Community Development District, a special purpose unit of local government, recorded 05/07/2003, in Official Records Book 5351, at Page 1983. (Solivita Phases IIC & IID & IIIA & IIIB & VIA & VIB).

45.6.25 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE I, recorded in Plat Book 112, at Page 1-14, as amended by that certain Surveyor's Affidavit, recorded 08/04/2004, in Official Records Book 5875, at Page 2118.

45.6.26 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE ID, recorded in Plat Book 122, at Page 9-11.

45.6.27 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IE, recorded in Plat Book 128, at Page 27-30.

45.6.28 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IIA, recorded in Plat Book 115, at Page 9-11.

45.6.29 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IIB, recorded in Plat Book 115, at Page 34-38.

45.6.30 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IIC), recorded in Plat Book 118, at Page 12-16.

45.6.31 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IID, recorded in Plat Book 118, at Page 17—20.

45.6.32 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IIIA, recorded in Plat Book 127, at Page 10—13.

45.6.33 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IIIB, recorded in Plat Book 131 at Page 36-39.

45.6.34 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IVA, recorded in Plat Book 120, at Page 13-17.

45.6.35 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IVB, recorded in Plat Book 121, at Page 2-6.

45.6.36 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IVC SECTION 1, recorded in Plat Book 124, at Page 15-18.

45.6.37 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE IVC SECTION 2, recorded in Plat Book 124, at Page 33-38.

45.6.38 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE VIA, recorded in Plat Book 131 at Page 30.

45.6.39 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of SOLIVITA - PHASE VIB, recorded in Plat Book 133 at Page 14-17.

45.6.40 Notice of Establishment of the Poinciana Community Development District recorded in Official Records Book 4359, at Page 1193.

45.6.41 Notice of Privately Maintained Access recorded in Official Records Book 2840, Page 487.

45.6.42 Aerial Easement recorded in Official Records Book 3674, Page 10.

45.6.43 Distribution Easement in favor of Florida Power Corporation, d/b/a Progress Energy Florida, Inc., recorded in Official Records Book 5746, Page 79.

45.6.44 Communication Easement recorded in Official Records Book 6591, Page 2042.

45.6.45 Easement for Cable TV & Communications Services, recorded in Official Records Book 6629, Page 592.

45.6.46 Distribution Easement recorded in Official Records Book 6736, Page 1100.

45.6.47 Affidavit of Publication recorded in Official Records Book 6912, Page 166; and in Official Records Book 6912, Page 171.

45.6.48 Resolution No. 06-085 vacating Right-of-Way, recorded in Official Records Book 6912, Page 167.

45.6.49 Resolution No. 8-06 recorded in Official Records Book 6955, Page 77.

45.6.50 Resolution Vacating Plat recorded in Official Records Book 4230, Page 1211.

45.6.51 Resolution Vacating Plat recorded in Official Records Book 5442, Page 2092.

45.6.52 Restrictions, reservations, easements and other matters as indicated and/or shown on that certain Plat of COURTYARDS AT MONTELENA PHASE 5F, to be recorded.

45.6.53 Plat of Poinciana Neighborhood 1 East, Village 4, recorded in Plat Book 56, Pages 25 through 31.

45.6.54 Master Deed Restrictions recorded in Official Records Book 7173, Page 1324.

[ALL OF THE FOREGOING ARE RECORDED IN THE PUBLIC RECORDS AND INCORPORATED HEREIN AS IF FULLY SET FORTH HEREIN]

Declarant's plan of development for Solivita may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Declarant, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and b) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole discretion of Declarant.

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

[REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

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

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto to set its hand and seal this 13th day of February, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E. SANCHEZ

AVATAR PROPERTIES INC.,
a Florida corporation

By: Patricia K Fletcher
Name: Patricia Kimball Fletcher
Title: Executive Vice President

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 13th day of February, 2007 by Patricia Kimball Fletcher as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print Name: Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 604612

JOINDER

SOLIVITA COMMUNITY ASSOCIATION, INC.

SOLIVITA COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of February, 2007.

WITNESSES:

Mario D. Fielder
Print Name: Mario D. Fielder

Milda V. Nodarse
Print Name: Milda V. Nodarse

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

By: Dennis J. Getman
Name: DENNIS J. GETMAN
Title: President

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 14th day of February, 2007 by Dennis J. Getman as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Mario D. Fielder
NOTARY PUBLIC, State of Florida
Print name: Mario D. Fielder

MARIO D. FIELDER
Commit# DD0687863
Expires 11/4/2010
Florida Notary Assn., Inc

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 2

LEGAL DESCRIPTION

THE COURTYARDS AT MONTELENA

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

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

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 499.59 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 -

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

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,

102.60 feet; thence South 64° 11' 07" West, 145.68 feet; thence South 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"

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

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

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'

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.

INSTR # 2007151921
BK 07364 PGS 1475-1489 PG(s)15
RECORDED 07/18/2007 10:38:12 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 129.00
RECORDED BY T Tierney

PREPARED BY AND RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

FIRST AMENDMENT TO AMENDED AND RESTATED SOLIVITA DECLARATION

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SOLIVITA DECLARATION (this "**First Amendment**") is made by Avatar Properties Inc., a Florida corporation ("**Declarant**") and joined in by Solivita Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Amended and Restated Solivita Declaration was recorded in Official Records Book 7191, Page 1224, of the Public Records of Polk County, Florida (the "**Declaration**") respecting the residential community known as Solivita (the "**Community**").

B. Section 42.3 of the Declaration provides that prior to the Turnover Date (as defined in the Declaration), Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

C. Section 43.1 of the Declaration provides that prior to the Community Completion Date (as defined in the Declaration), Declarant has the right to annex additional lands to the Community without the joinder or consent of any other party by the recording of an amendment to the Declaration. The Community Completion Date has not yet occurred.

D. Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, Declarant hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

JOINDER

SOLIVITA COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12th day of July, 2007.

WITNESSES:

Maribel G. Pila

Print Name: Maribel G. Pila

Nora E. Sanchez

Print Name: Nora E. Sanchez

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

By: Melissa R. Boross
Name: Melisa R. Boross
Title: President

(SEAL)

STATE OF FLORIDA)
) **SS.:**
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 12th day of July, 2007 by Melisa R. Boross, as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced N/A as identification, on behalf of the corporation.

My commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

Maribel G. Pila
NOTARY PUBLIC
State of Florida at Large

Print Name Maribel G. Pila

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

EXHIBIT A
(Page 1 of 10)

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

EXHIBIT A
(Page 2 of 10)

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 -

EXHIBIT A
(Page 3 of 10)

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

EXHIBIT A
(Page 4 & 10)

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,

EXHIBIT A
(Page 5 of 10)

102.60 feet; thence South 64° 11' 07" West, 145.68 feet; thence South 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"

EXHIBIT A
(Page 6 of 10)

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

EXHIBIT A
(Page 7 of 10)

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
(Page 8 of 10)

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
(Page 9 & 10)

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
(Page 10 of 10)

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

INSTR # 2007170886
BK 07393 PGS 0400-0406 PG(s)7
RECORDED 08/13/2007 01:03:16 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 61.00
RECORDED BY L Rutledge

PREPARED BY AND RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
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MIAMI, FLORIDA 33131

PROMINENT TITLE INS AGENCY INC
201 ALHAMBRA CIRCLE 12TH FLOOR
CORAL GABLES, FL 33134

SECOND AMENDMENT TO AMENDED AND RESTATED SOLIVITA DECLARATION

THIS SECOND AMENDMENT TO AMENDED AND RESTATED SOLIVITA DECLARATION (this "**Second Amendment**") is made by Avatar Properties Inc., a Florida corporation ("**Avatar**") and joined by Solivita Community Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. That certain Amended and Restated Solivita Declaration was recorded in Official Records Book 7191 at Page 1224 of the Public Records of Polk County, Florida (the "**Amended and Restated Declaration**").

B. The Amended and Restated Declaration was amended by that certain First Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7364 at Page 1475, of the Public Records of Polk County, Florida (the "**First Amendment**").

C. Section 42.3 of the Amended and Restated Declaration provides that, prior to the Turnover Date (as defined in the Amended and Restated Declaration), Avatar, as Declarant, shall have the right to amend the Amended and Restated Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

D. Avatar desires to amend the Amended and Restated Declaration as set forth herein.

NOW THEREFORE, Avatar hereby declares that every portion of Solivita is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Conflicts. In the event that there is a conflict between this Second Amendment, the First Amendment and the Amended and Restated Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment, the First Amendment and the Amended and Restated Declaration shall be construed as a single document. Except as modified hereby, the Amended and Restated Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Amended and Restated Declaration, except that the defined terms are hereby modified as follows:

> "**Declaration**" shall mean the Amended and Restated Declaration, the First Amendment and this Second Amendment together with all amendments and modifications thereof.

4. Alterations and Additions. Section 16.13 of the Amended and Restated Declaration is deleted in its entirety and replaced with the following:

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

5. Assessments. Sections 26.1, 26.2, 26.2.4, 26.11, 26.18, 26.19, 26.21 and 26.22 of the Amended and Restated Declaration are deleted and replaced with the following:

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

26.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes and for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Community Property. To the extent permitted by applicable law, at such time as there are improvements in any Community Property for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Community Property (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. In addition, the Association may establish Reserves as provided in Section 26.13.4 of this Declaration. Once established, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. Except as may otherwise be provided by applicable law, until the Community Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason; and

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

26.18 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective

from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any claim of lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. Notwithstanding the foregoing, Association may not file a claim of lien against a Home for unpaid Assessments unless a written notice of demand for past due Assessments has been made by Association, which notice must comply with Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. An Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

26.19 Subordination of the Lien to Mortgages and Club Dues. The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the claim of lien and (ii) Club Dues. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a (i) foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, or (ii) lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer except as otherwise expressly provided by law. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Association Expenses included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

26.21 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of $25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Any payment of past due Assessments received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collecting the Assessment(s). No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Community Property or the Club or by abandonment of a Home.

26.22 Exemption. Notwithstanding anything to the contrary herein, and except as otherwise expressly provided herein, neither Declarant nor Club Owner nor any Home or property owned by Declarant or Club Owner shall (unless specified to the contrary by Declarant or Club Owner in a separate written instrument) be responsible for any Assessments of any nature or any portion of Association Expenses. Except as may otherwise be provided by applicable law, Declarant, at Declarant's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 26.11 herein. In addition, the Declarant, prior to the Community Completion Date, and thereafter the Board shall have the right to exempt any portion of Solivita subject to this Declaration from the Assessments, provided that such portion of Solivita exempted is used (and as long as it is used) for any of the following purposes:

6. Establishment of Assessments. Section 26.13.4 is hereby added to the Amended and Restated Declaration as follows:

26.13.4 If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of not less than a majority of the total voting interests of Association at a duly noticed meeting of the members of Association at which a quorum is present or upon written consent executed by no less than a majority of all voting interests of Association. Such approval of Reserves shall state that Reserves shall be provided for in the budget of Association and designate the components for which reserve accounts are to be established. Upon such approval of Association, approved Reserves shall be included in the budget for the next fiscal year thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes.

7. Architectural Control. Sections 28.3, 28.6, 28.7, 28.9, 28.10 and 28.19 of the Amended and Restated Declaration are deleted and replaced with the following:

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

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

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

28.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC, including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ARC in

the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ARC shall have no right to approve any changes to a Home not visible from the exterior of a Home.

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

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

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

6. Covenant. This Second Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 7th day of August, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E. SANCHEZ

AVATAR PROPERTIES INC.,
a Florida corporation

By: Patricia K Fletcher
Name: PATRICIA KIMBALL FLETCHER
Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 7th day of August,, 2007 by PATRICIA KIMBALL FLETCHER as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me, on behalf of the corporation.

My commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

NOTARY PUBLIC
State of Florida at Large
Print name: Maribel G. Pila

JOINDER

SOLIVITA COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6th day of August, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E. SANCHEZ

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

By:
Name: MELISA R. BOROSS
Title: President

(SEAL)

STATE OF FLORIDA)
)SS.:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 6th day of August, 2007 by MELISA R. BOROSS as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large
Print name: Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

INSTR # 2010018291
BK 08068 PGS 1802-1804 PG(s)3
RECORDED 02/04/2010 09:39:44 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY L Withem

PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.
AVATAR PROPERTIES INC.
201 ALHAMBRA CIRCLE, 12th FL
CORAL GABLES, FLORIDA 33134

RE

THIRD AMENDMENT TO AMENDED AND RESTATED SOLIVITA DECLARATION

THIS THIRD AMENDMENT TO AMENDED AND RESTATED SOLIVITA DECLARATION (this "**Third Amendment**") is made by Avatar Properties Inc., a Florida corporation ("**Declarant**") and joined in by Solivita Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Amended and Restated Solivita Declaration was recorded in Official Records Book 7191 at Page 1224 of the Public Records of Polk County, Florida (the "**Amended and Restated Declaration**") respecting the residential community known as Solivita ("**Community**").

B. The Amended and Restated Declaration was amended by that certain First Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7364 at Page 1475, of the Public Records of Polk County, Florida (the "**First Amendment**") and further amended by that certain Second Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 07393 at Page 0400, of the Public Records of Polk County, Florida (the "**Second Amendment**").

C. Section 42.3 of the Amended and Restated Declaration provides that, prior to the Turnover Date (as defined in the Amended and Restated Declaration), Declarant, shall have the right to amend the Amended and Restated Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

D. Declarant desires to amend the Amended and Restated Declaration as set forth herein.

NOW THEREFORE, Declarant hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Conflicts. In the event that there is a conflict between this Third Amendment, the Second Amendment, the First Amendment and the Amended and Restated Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment, the Second Amendment, the First Amendment and the Amended and Restated Declaration shall be construed as a single document. Except as modified hereby, the Amended and Restated Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Amended and Restated Declaration, except that the defined terms are hereby modified as follows:

> "**Declaration**" shall mean the Amended and Restated Declaration, the First Amendment, the Second Amendment and this Third Amendment together with all amendments and modifications thereof.

4. Senior Housing Restrictions. Section 41.1 of the Amended and Restated Declaration is deleted in its entirety and replaced with the following:

41. Senior Housing Restrictions.

41.1 Age of Residents. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the occupied Homes in Solivita are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) years of age may be permitted to temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in the Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the Federal Fair Housing Act (the "**Act**"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Notwithstanding anything to the contrary, for so long as Seller owns lots for development and sale in the Community, Declarant shall have the sole right, but not the obligation, to allow no more than twenty percent (20%) of the homes to be permanently occupied by persons who are under fifty-five (55) years of age but who are fifty-two (52) years of age or older; provided, such occupancy does not violate the Act.

5. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 26th day of January, 2010.

WITNESSES:

Maribel G. Pila
Print Name: Maribel G. Pila

Nora E. Sanchez
Print Name: Nora E. Sanchez

AVATAR PROPERTIES INC.,
a Florida corporation,

By: Patricia K Fletcher
Name: Patricia Kimball Fletcher
Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF Miami-Dade)

The foregoing was acknowledged before me this 26th day of January, 2010 by Patricia Kimball Fletcher as Exec. Vice Pres. of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced N/A as identification on behalf of the corporation.

My commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

Maribel G. Pila
NOTARY PUBLIC
State of Florida at Large
Print name: Maribel G. Pila

JOINDER

SOLIVITA COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 27th day of January, 2010.

WITNESSES:

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

Ohilda V. Gilbert

Print Name: Ohilda V. Gilbert

Maribel G. Pila

Print Name: Maribel G. Pila

By: Melissa R. Borross
Name: Melissa R. Borross
Title: President

{SEAL}

STATE OF FLORIDA)
) **SS.:**
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 27th day of January 2010 by Melisa R. Borross, as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who has produced N/A as identification, on behalf of the corporation.

My commission expires:

Maribel G. Pila
NOTARY PUBLIC
State of Florida at Large

Print Name Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

EXHIBIT 3

AMENDED AND RESTATED ARTICLES OF INCORPORATION

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on July 25, 2000, to Articles of Incorporation for SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number B000000039085. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N99000005585.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of July, 2000

Authentication Code: 300A00040744-072600-N99000005585-1/1

CR2EO22 (1-98)

Katherine Harris
Katherine Harris
Secretary of State

62 of 213

ARTICLES OF AMENDMENT TO AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR SOLIVITA COMMUNITY ASSOCIATION, INC. (A CORPORATION NOT-FOR-PROFIT)

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment adopted:

The Amended and Restated Articles of Incorporation for Solivita Community Association, Inc. filed with the Florida Secretary of State on September 30, 1999 are hereby amended as follows:

Section 5.5 is amended to read as follows:

5.5. To support, both in principle and financially, the activities of the APV, created to serve the common inter-village needs of the owners and residents of property in all villages of Poinciana Subdivision, wherever required, in Polk or Osceola County, Florida, where such activities, services, community improvements and facilities are created for the benefit of, and which serve, the owners and residents of property of more than one Village of Poinciana Subdivision. Such contribution and support shall be equitably apportioned among all Poinciana Villages and Associations to the extent that costs of such services are attributable to or benefit such property owners and residents of ~~(Sunrise Village)~~ [Solivita]. For the purpose of providing fair and just representation of Association and other member associations on the Board of Directors of the APV, the membership of which Board of Directors shall be composed of one delegated director from each member association, including this Association, in the Poinciana Subdivision. The Board of Directors of this Association shall elect from among its directors a delegate to serve in such capacity.

SECOND: The date of adoption of the amendment was July 24, 2000

THIRD: There are no members entitled to vote on this amendment. The Amendment to the Articles of Incorporation was adopted by the Board of Directors.

Dated: July 24, 2000.

The undersigned being a member of the Board of Directors of Solivita Community Association, Inc., and the President thereof.

Harold Cohen, Director and President of Solivita Community Association, Inc.

[Corporate Seal]

(((H00000039065 0)))

H00039065.1

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on September 30, 1999, for POINCIANA VILLAGE TEN ASSOCIATION, INC. which changed its name to SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N99000005585.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the First day of October, 1999

Katherine Harris

Katherine Harris
Secretary of State

CR2E022 (1-99)

FILED
99 SEP 30 PM 4:45
FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
POINCIANA VILLAGE TEN ASSOCIATION, INC.

1. The name of the Corporation is: POINCIANA VILLAGE TEN ASSOCIATION, INC.

2. Article I of the Articles of Incorporation of POINCIANA VILLAGE TEN ASSOCIATION, INC. is hereby amended to read in its entirety as follows:

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

The Articles of Incorporation for the Association shall hereinafter read as on Exhibit 1 attached hereto.

3. The foregoing amendment was unanimously adopted by the Board of Directors of the Corporation on September 17, 1999, and was approved on September 23, 1999, by unanimous written consent of all the Members of the Corporation.

IN WITNESS WHEREOF, I have executed these Articles of Amendment this 13th day of September, 1999.

POINCIANA VILLAGE TEN ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Harold J. Cohen,
President

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF SOLIVITA COMMUNITY ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

September 7, 1999

INDEX

1. Name of Corporation. 1
2. Principal Office 1
3. Registered Office - Registered Agent. 1
4. Definitions. 1
5. Purpose of Association. 1
6. Not for Profit 2
7. Powers of Association. 2
8. Association Lawsuits 3
9. Voting Rights 3
10. Board of Directors. 3
11. Dissolution. 4
12. Duration. 4
13. Amendments. 4
    13.1. General Restrictions on Amendments 4
    13.2. Amendments Prior to the Turnover Date. 4
    13.3. Amendments After the Turnover Date 4
14. Limitations. 5
    14.1. Declaration is Paramount. 5
    14.2. Rights of Declarant and Club Owner. 5
    14.3. By-Laws 5
15. Incorporator. 5
16. Officers. 5
17. Indemnification of Officers and Directors. 5
18. Transactions in Which Directors or Officers are Interested. 6
19. Severability. 6

67 of 213

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SOLIVITA COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

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

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

2. Principal Office. The initial principal office of Association is at the offices of Avatar Retirement Communities, Inc., which is located at 201 Alhambra Circle, Coral Gables, Florida 33134.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 201 Alhambra Circle, Coral Gables, Florida 33134. The name of the Registered Agent of Association is: Dennis Getman, Esq.

4. Definitions. A declaration entitled Solivita Declaration (the "Declaration") will be recorded in the Public Records of Osceola County and/or Polk County, Florida, and shall govern all of the operations of a community to be known as Solivita. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to:

5.1. Provide for ownership, operation, maintenance and preservation of the Community Property and improvements thereon.

5.2. Perform the duties delegated to it in the Declaration.

5.3. Administer the interests of Association and the Owners.

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

5.5. To support, both in principle and financially, the activities of the APV, created to serve the common inter-village needs of the owners and residents of property in all villages of Poinciana Subdivision, wherever required, in Polk or Osceola County, Florida, where such activities, services, community improvements and facilities are created for the benefit of, and which serve, the owners and residents of property of more than one Village of Poinciana Subdivision. Such contribution and support shall be equitably apportioned among all Poinciana Villages and Associations to the extent that the costs of such services are attributable to or benefit such property owners and residents of Sunrise Village. For the purpose of providing fair and just representation of Association and other member associations on the Board of Directors of the APV, the membership of which Board of Directors shall be composed of one delegated director from each

member association, including this Association, in the Poinciana Subdivision. The Board of Directors of this Association shall elect from among its directors a delegate to serve in such capacity.

5.6. Collect assessments and other amounts due, if any, to the APV and remit the same to the APV.

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

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration and the Club Plan, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

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

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

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

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

7.5. To pay all Association Expenses including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Community Property or other property of Association.

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

7.7. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Community Property) in connection with the functions of Association except as limited by the Declaration. Without limiting the foregoing, if Club Owner is ever willing to sell the Club, Association may purchase the same without the joinder or consent of the Owners or any other person or entity.

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

7.9. To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Community Property to any public agency, entity, authority, utility, or other person or

entity for such purposes and subject to such conditions as it determines subject only to requirements in the Declaration, if any.

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

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

7.12. To have and to exercise any and all powers, rights and privileges which a non-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.13. To employ personnel and retain independent contractors to contract for management of Association, Solivita, the Community Property and the Club (if Association shall ever be designated the Club Manager by the Club Owner in writing pursuant to the Club Plan) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.14. To contract for services to be provided to, or for the benefit of, Association, Club Owner, Owners, the Community Property, Solivita and the Club as provided in the Declaration and Club Plan such as, but not limited to, Telecommunication Services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on Association to provide such services. The Board shall not approve any contract with a contingency payment without the approval of the members.

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

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

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

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

10. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be initially held on the date Declarant no longer has the ability to appoint Directors and thereafter at the Annual Members Meeting. Directors shall be elected for a term

expiring on the date of the next annual meeting. The names and addresses of the current members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
William Cowart	900 Towne Center Drive Poinciana, Florida 34759
Anthony S. Iorio	900 Towne Center Drive Poinciana, Florida 34759
Harold Cohen	201 Alhambra Circle 12th Floor Coral Gables, Florida

11. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any Owner may petition the Circuit Court having jurisdiction over Solivita for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Community Property, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

12. Duration. Association shall have perpetual existence.

13. Amendments.

13.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant or Club Owner, as applicable, 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 Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. After receiving the Declarant's consent to the proposed amendment, 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. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the

general restrictions on amendments set forth above, these Articles may be amended with the approval of two-thirds (66 2/3%) of the Board.

14. Limitations.

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

14.2. Rights of Declarant and Club Owner. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant and/or the Club Owner.

14.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

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

President:	Harold Cohen
Vice President:	Anthony S. Iorio
Secretary Treasurer:	William Cowart

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant or Club Owner, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the

general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

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

EXHIBIT 4

BY-LAWS

BY-LAWS
OF
SOLIVITA COMMUNITY ASSOCIATION, INC.

INDEX

1.	Name and Location.	1
2.	Definitions.	1
3.	Members.	1
	3.1. Voting Interests	1
	3.1.1. Home Owned By Husband and Wife	2
	3.1.2. Trusts	2
	3.1.3. Corporations	2
	3.1.4. Partnerships	3
	3.1.5. Multiple Individuals	3
	3.1.6. Liability of Association	3
	3.2. Annual Meetings	3
	3.3. Special Meetings of the Members.	3
	3.4. Notice of Members Meetings.	3
	3.5. Quorum of Members.	4
	3.6. Adjournment of Members Meetings	4
	3.7. Action of Members	4
	3.8. Proxies	4
4.	Board of Directors	4
	4.1. Number.	4
	4.2. Term of Office.	4
	4.3. Removal.	4
	4.4. Compensation.	5
	4.5. Action Taken Without a Meeting.	5
	4.6. Appointment and Election of Directors.	5
	4.7. Election.	5
5.	Meeting of Directors.	5
	5.1. Regular Meetings.	5
	5.2. Special Meetings.	5
	5.3. Quorum.	5
	5.4. Open Meetings.	5
	5.5. Voting	5
	5.6. Notice of Board Meetings	6
6.	Powers and Duties of the Board.	6
	6.1. Powers.	6
	6.2. Vote	7
	6.3. Limitations.	7

6.4. Right of Declarant to Disapprove Actions 7
6.4.1. Notice 7
6.4.2. Opportunity to be Heard 7
7. Obligations of Association. 8
8. Officers and Their Duties. 9
8.1. Officers. 9
8.2. Election of Officers. 9
8.3. Term. 9
8.4. Special Appointment. 9
8.5. Resignation and Removal. 9
8.6. Vacancies. 9
8.7. Multiple Offices 9
8.8. Duties. 9
9. APV 10
10. Committees. 10
10.1. General 10
10.2. Enforcement Committee. 10
10.3. The ARC. 10
11. Records. 10
12. Corporate Seal. 11
13. Amendments. 11
13.1. General Restrictions on Amendments. 11
13.2. Amendments Prior to the Turnover Date. 11
13.3. Amendments From and After the Turnover Date 11
14. Miscellaneous. 11
15. Severability. 11

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.

EXHIBIT 5

CLUB PLAN, AS AMENDED

[redacted]

THIS INSTRUMENT PREPARED BY:

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200 South Biscayne Blvd.
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[redacted]

SOLIVITA CLUB PLAN
TABLE OF CONTENTS

1. Definitions 1

2. Benefits of Club 4
2.1. Term 5
2.2. Covenant Running with the Land 5
2.3. Obligation to Reference in Deeds 5
2.4. Value 5
2.5. Material Consideration 5
2.6. Best Interests 5
2.7. Product Purchased 5
2.8. Disclosure 6
2.9. Non-Exclusive License 6

3. Club Facilities 6
3.1. Club Property 6
3.2. Club Facilities 6
3.3. Conversion of the Club 6
3.4. Changes 7
3.5. Commercial Spaces 7

4. Persons Entitled to Use the Club 7
4.1. Rights of Members 7
4.2. Use by Persons Other than Owners and Lessees 8
4.3. Subordination 8

5. Ownership and Control of the Club 8
5.1. Control of Club By Club Owner 8

[redacted] Solivita Club Plan 7/24/00

1847

5.2. Transfer of Club 8
5.3. Ambiguities 8
5.4. Changes In Terms of Offer 8

6. Club Dues 8
6.1. Club Expenses 9
6.2. Club Membership Fee 9
6.3. Taxes 9
6.4. Builders 9
6.5. Personal 9
6.6. Individual Homes (Single Family Residences) 9
6.7. Excuse or Postponement 10
6.8. Club Owner's Obligation 10
6.9. Special Use Fees 10
6.10. Additional Club Dues 10
6.11. Commencement of First Charges 10
6.12. Time Is of Essence 10
6.13. Obligation to Pay Real Estate Taxes and Other Expenses on Homes 10
6.14. Initial Budget 11

7. Club Contribution Fund 11

8. Determination of Club Expenses 11
8.1. Fiscal Year 11
8.2. Adoption of Budget 11
8.3. Adjustments If Budget Estimates Incorrect 11
8.4. No Right to Withhold Payment 12
8.5. Reserves 12
8.6. Statement of Account Status 12
8.7. Collection 12
8.7.1. Association's Collection Responsibilities 12
8.7.2. Records and Receipts 12
8.7.3. Diligence 12
8.7.4. Application of Funds 12
8.7.5. Association Also Acting As Club Manager 13

9. Creation of the Lien and Personal Obligation 13
9.1. Claim of Lien 13
9.2. Right to Designate Collection Agent 13
9.3. Subordination of the Lien to Mortgages 13
9.4. Acceleration 14
9.5. Non-payment 14
9.6. Non-Use 14
9.7. Suspension 14

2 of 47

10. Adjacent Facilities 15

11. Operations 15
11.1. Control 15
11.2. Club Manager 15
11.3. Designation of Manager 15
11.4. Management by Association 15
11.5. Association's Duties Upon Request by Club Owner 15
11.5.1. Reports 16
11.5.2. Hiring and Supervision 16
11.5.3. Compliance with Laws 16
11.5.4. Contracts 16
11.5.5. Purchases 16
11.5.6. Club Plan Compliance 16
11.5.7. Hazardous Materials 17
11.5.8. Liens 17
11.5.9. Alterations 17
11.5.10. Financial Responsibilities 17
11.5.11. Maintenance of Records 17
11.5.12. Budget 17
11.5.13. Collection 17
11.5.14. Special Use Fees 18
11.5.15. Solivita Club Rules and Regulations 18
11.5.16. Insurance 18
11.5.17. Professionals 18

12. Paramount Right of Association 18

13. Attorneys' Fees 18

14. Rights to Pay and Receive Reimbursement 18

15. General Restrictions 19
15.1. Minors 19
15.2. Responsibility for Personal Property and Persons 19
15.3. Cars and Personal Property 19
15.4. Activities 19
15.5. Property Belonging to the Club 19
15.6. Indemnification of Club Owner 20
15.7. Attorneys' Fees 20
15.8. Unrecorded Rules 20
15.9. Waiver of Solivita Club Rules and Regulations 20

3447

16. Violation of the Solivita Club Rules and Regulations 20
16.1. Basis For Suspension 20
16.2. Types of Suspension 21

17. Destruction 21

18. Risk of Loss 21

19. Eminent Domain 21
19.1. Complete Taking 22
19.2. Partial Taking 22

20. Additional Indemnification of Club Owner 22

21. Defaults 22
21.1. Abandonment 23
21.2. Failure to Pay 23
21.3. Compliance with Declaration and this Club Plan 23
21.4. Insolvency 23

22. Remedies 23
22.1. Terminate Association's Responsibilities 23
22.2. Charge the Association Interest 23
22.3. Right to Add Costs to Club Expenses 23
22.4. Right to Notify Owners 23
22.5. Remedies Cumulative 23

23. Security for Association's Agreements 24

24. Estoppel 24

25. No Waiver 24

26. Franchises and Concessions 24

27. Transportation System 24

28. Access Control Program 25
28.1. Right to Install 25
28.2. Components 25
28.3. Part of Club Expenses 26
28.4. Declarant 26
28.5. Owners' Responsibility 26

4 of 47

29. Resolution of Disputes 27
30. Venue 27
31. Release 27
32. Amendment 28
33. Severability 29
34. Notices 29
35. Florida Statutes 29
36. Headings 29

SOLIVITA CLUB PLAN

AVATAR PROPERTIES INC., a Florida corporation ("Avatar"), is presently the owner of the real property described on Exhibit A attached hereto and made a part hereof ("Club Property"). The Club Property is located within the real property described on Exhibit B attached hereto and made a part hereof ("Solivita"). Avatar hereby declares that the real property comprising the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan so that the residents of Solivita shall have access and the use of certain club facilities:

1. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"Access Control Program" shall mean any electronic monitoring system intended to control access, provide alarm service and/or enhance the welfare of Solivita. By way of example, and not of limitation, the term Access Control Program may include an electronic entrance gate, gatehouse, a roving attendant, and/or any combination thereof. At this time, only one (1) gatehouse is planned for Solivita.

"Adjacent Facilities" shall have the meaning set forth in Section 10 herein.

"Assessments" shall have the meaning set forth in the Declaration.

"Association" shall mean the Solivita Community Association, Inc., its successors and assigns.

"Avatar" shall mean Avatar Properties Inc., and its successors or assigns. Although not obligated to do so, Avatar may identify its successors or assigns by an amendment to this Club Plan.

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

"Budget" shall have the meaning set forth in Section 8 hereof.

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

"Capital Contribution" shall have the meaning set forth in Section 7 hereof.

"Club" shall mean the Solivita Club and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another (*i.e.*, satellite pool facilities).

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

"Club Expenses" shall mean all costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service), operating, managing, maintaining, insuring the Club, whether direct or indirect including, but not limited to, Access Control Program costs (including bulk alarm service to Homes), Transportation Service Agreement expenses, if any, trash collection, utility charges, maintenance, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); real property taxes, personal property taxes and taxing and community development district assessments; roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities after initial construction. Club expenses shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities. Transportation Service Agreement expenses may include the costs of transportation by bus or other vehicle within and/or outside Solivita. Club Owner may allocate a reasonable portion of its overhead (e.g., employee salaries) to Club Expenses to extent the Club benefits from such overhead.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME.

"Club Manager" shall mean the entity operating and managing the Club, at any time. Club Owner and/or Association may be Club Manager as provided in this Club Plan. At this time the Club Manager is Avatar Retirement Communities, Inc., a Florida corporation that is an affiliate of Club Owner.

"Club Membership Fee" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof.

"Club Membership Fee Schedule" shall have the meaning set forth in Section 6.2 hereof.

"Club Owner" shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Avatar is Club Owner. Club Owner may change from time to time (e.g. Avatar may sell the Club). Notwithstanding that the Club Owner and the Declarant may be the same party, affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Declarant shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times,

73b47

Club Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"Club Plan" shall mean this Solivita Club Plan, together with all amendments and modifications hereto, and all Club Membership Fee Schedules supplementing the terms hereof.

"Club Property" shall initially mean the real property described on Exhibit A attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"Community Completion Date" shall have the meaning set forth in the Declaration.

"Community Property" shall have the meaning set forth in the Declaration.

"Declarant" shall have the meaning set forth in the Declaration. At this time Declarant is Solivita at Poinciana, Inc.

"Declaration" shall mean that certain Solivita Declaration, as such Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

"Deed" shall mean any deed conveying any portion of Solivita or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

"Home" shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of occupancy (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Dues with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

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

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Solivita. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"Member" shall mean each resident of a Home (up to two (2) persons) designated by the Owner or Owners of a Home to have the privileges of a Member. There shall not be more than two

84 47

(2) persons designated as a Member for each Home, regardless of the number of persons holding title to a Home. Each Member shall be obligated to provide Club Owner with proof of age and residency upon Club Owner's request for the same. Once an Owner leases a Home, only the Lessee (or those persons occupying the Home) shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. Notwithstanding the foregoing, Club Owner may provide access to the Club for contract purchasers upon the signing of a membership agreement and payment of Club Dues. Club Owner shall establish qualification requirements, fees and dues for a contract purchaser to have use of the Club Facilities prior to becoming an Owner of a Home. Once the purchaser obtains title to the Home, then such purchaser shall be deemed an Owner and Member hereunder.

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

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

"Parking Areas" shall mean all areas designated for parking within the Club Facilities.

"Public Records" shall mean the Public Records of Polk County or Osceola County, Florida, as applicable.

"Solivita" shall have the meaning set forth in the Declaration. Solivita presently includes the real property described on Exhibit B; however, Declarant has reserved the right to withdraw property from, or add property to, Solivita, so Solivita may include less or more Homes than originally anticipated.

"Solivita Club Rules and Regulations" shall have the meaning set forth in Section 15 hereof.

"Special Use Fees" shall have the meaning set forth in Section 6.9 hereof.

"Transportation Service Agreement" shall have the meaning set forth in Section 27.1 hereof.

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

2. Benefits of Club. Association and each Owner, by acceptance of title to a Home, ratify and confirm this Club Plan and agree as follows:

9847

2.1. Term. The terms of this Club Plan shall be covenants running with Solivita in perpetuity.

2.2. Covenant Running with the Land. Every portion of Solivita which can be improved with a Home shall be burdened with the payment of Club Dues. This Club Plan including, without limitation, the obligation to pay Club Dues, shall run with the land. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Dues which shall be due and payable as of the date of such Deed and which shall become due and payable thereafter on account of the membership in the Club pertaining to the property belonging to such Owner. Every Builder, upon receipt of a Certificate of Occupancy for a Home located on a Parcel owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such Certificate of Occupancy.

2.3. Obligation to Reference in Deeds. The grantor of any portion of Solivita hereby agrees to include in any Deed a statement that such Deed is subject to the terms of this Club Plan.

2.4. Value. By acceptance of a Deed, each grantee of any portion of Solivita upon which a Home may be (or has been) constructed hereby joins in the execution of this Club Plan for the purpose of binding himself, his successors in title and assigns to the provisions hereof and expressly acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Solivita and any part thereof more valuable than it would be otherwise.

2.5. Material Consideration. All persons who shall become Owners of any portion of Solivita acknowledge that the provisions and enforceability of this Club Plan were a material consideration in the initial conveyance by Declarant of such real property to the Owner (or his predecessor in title) and that Declarant would not have made such conveyance had this Club Plan not been included and enforceable as provided for herein. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder does not pay Club Fees in excess of the amounts provided herein.

2.6. Best Interests. It is in the best interest of each Owner, for Solivita as a whole, and for property values therein, to provide for the Club to be located within Solivita.

2.7. Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Solivita. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in Solivita and, were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of the Solivita community.

10847

2.8. Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.9. Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

3. Club Facilities.

3.1. Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Home, may cause an increase or decrease in Club Expenses.

3.2. Club Facilities. Club Owner intends to construct certain club facilities on the Club Property (the "Club Facilities") which will be and shall remain the property of Club Owner, subject only to the provisions hereof. At this time, the Club Facilities will include a fitness building with exercise room and equipment, outdoor swimming pool and two (2) Jacuzzis, ballroom facility, billiard room, sculpture studio, ceramics studio, computer room, small meeting room, theater, ballroom, commercial space, retail space, a minimum of two (2) gatehouses, electric gates, transportation service, and outdoor park with softball field, at least five (5) tennis courts, bocci courts, pickle ball courts and two (2) horseshoe pits (subject to Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend the Club Facilities at any time subject to the provisions hereof).

3.3. Construction of the Club. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1. develop, construct and reconstruct, in whole or in part, the Club and related improvements within Solivita, and make any additions, alterations, improvements, or changes thereto;

3.3.2. without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

3.3.3. place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

11847

3.3.4. temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within Solivita;

3.3.5. post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Solivita including, without limitation, the sale of Parcels and Homes;

3.3.6. conduct whatever commercial activities within the Club deemed necessary, profitable and/or appropriate by Club Owner;

3.3.7. develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

3.3.8. excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

3.3.9. all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.4. Changes. Club Owner reserves the absolute right to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time.

3.5. Commercial Space. Club Owner anticipates that portions of the Club Facilities may include a sales office, medical offices, assisted living facilities, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

4. Persons Entitled to Use the Club.

4.1. Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of

1284?

a Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up to two (2) persons residing in the Home who will be the Members of the Club with respect to such Home. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

4.2. Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan.

4.3. Subordination. This Club Plan and the rights of Members to use the Club is and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1. Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party or Association as Club Manager.

5.2. Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

5.3. Ambiguities. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's reasonable determination of such matter shall be conclusive and binding.

5.4. Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with the Club Plan and the Club Membership Fee Schedule applicable to such Home.

6. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically

1347

covenanted and agreed to pay all Club Dues which are set forth herein. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

6.1. Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in Solivita conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Declarant as of September 30 of the prior fiscal year.

6.2. Club Membership Fee. Each Owner of any Home within Solivita shall pay in advance on the first day of each month (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "Club Membership Fee") set forth in the Club Membership Fee Schedule applicable to a particular Home (the "Club Membership Fee Schedule"). The Club Membership Fee Schedule may differ, for different Homes, but shall always be recorded in the Public Records in the chain of title of Homes subject to such Club Membership Fee Schedule.

6.3. Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

6.4. Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a Certificate of Occupancy for a Home located on a Parcel owned by such Builder.

6.5. Perpetual. Each Owner's and each Builder's obligation to pay Club Dues shall be perpetual regardless of whether such Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.6. Individual Homes (Single Family Residences). Owners of individual Homes shall pay Club Dues for one membership per month per Home. If an Owner owns more than one Home, Club Dues are payable for each and every Home owned by such Owner.

6.7. Excuse or Postponement. Club Owner may excuse or postpone Club Dues in its sole and absolute discretion.

6.8. Club Owner's Obligation. Under no circumstances shall Club Owner or Declarant be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within Solivita, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners and Builders, if any.

6.9. Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Solivita Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.10. Additional Club Dues. If an Owner, his guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.11. Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner and as to each Builder on the date that a Home owned by such Builder receives a Certificate of Occupancy. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (*e.g.*, upon issuance of a temporary certificate of occupancy for any structure forming part of the Club Facilities or completion of a satellite swimming pool facility).

6.12. Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.13. Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all

Assessments when due. Upon failure of an Owner to pay the taxes, obligations and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

6.14. Initial Budget. The initial budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses once the Club begins operation. It is not intended that any third party rely on any budget in electing to purchase a Home. Projections in budgets are an effort to provide some information regarding future Club Expenses.

7. Club Contribution Fund. There shall be collected from each Owner purchasing a Home from Declarant or a Builder at the time of closing a working capital contribution ("Capital Contribution") in the amount set forth on the Club Membership Fee Schedule applicable to the Home. Each Owner's Capital Contribution shall be transferred to Club Owner at that time. There shall be collected from each Builder purchasing a Parcel from Declarant at the time of closing a Capital Contribution in the amount set forth on the Club Membership Fee Schedule applicable to the Parcel based on the number of Homes which can be built on such Parcel. Each Builder's Capital Contribution shall be transferred to Club Owner at that time. Capital Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Capital Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive contributions to the Club Contribution Fund in its sole and absolute discretion.

8. Determination of Club Expenses.

8.1. Fiscal Year. The fiscal year for the Club shall be the calendar year.

8.2. Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "Budget"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3. Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Dues shall be adjusted to reflect such deficit or surplus.

16 of 47

106 of 213

8.4. No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.5. Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

8.6. Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

8.7. Collection.

8.7.1. Association's Collection Responsibilities. If directed in writing by Club Owner, Association shall collect the Club Dues, Special Use Fees, and any other amounts due to Club Owner at the same time it collects Assessments from the Owners. Upon collection, Association shall be deemed to hold the same in trust for Club Owner and for the payments required hereby, and shall immediately forward all amounts due to Club Owner, together with a record of which Owners did, and did not pay.

8.7.2. Record Keeping. If directed in writing by Club Owner, Association shall use special computer software or accounting practices in connection with Association's record keeping responsibilities respecting Club Dues, Special Use Fees, and other amounts due to Club Owner. By way of example, Club Owner may require information on computer disk prepared using a specific type of software.

8.7.3. Diligence. If Club Owner directs Association to collect Club Dues, Association shall diligently and at Association's expense enforce collection of all delinquencies including enforcement of all liens in the name of Club Owner.

8.7.4. Application of Funds. Notwithstanding anything to the contrary contained in the Declaration, by its joinder in this Club Plan, Association agrees that in the event that Club Owner directs Association to collect Club Dues, and Association collects Club Dues and Assessments from a particular Owner for any month (whether or not those funds are designated as payment of Club Dues or Assessments), those funds shall be first allocated to the payment of Club Membership Fees, then to the payment of Club Expenses, then to the payment of Special Use Fees and other amounts due to Club Owner, and then to the payment of Assessments for Association purposes. Notwithstanding the foregoing, if such Owner thereafter makes additional payment to Association, such additional payments shall be applied to bring all Club Dues and Assessments for the first month of delinquency current before funds are applied to the next month's Club Dues.

17 of 47

8.7.5. Association Also Acting As Club Manager. During any period that Association is operating the Club as Club Manager at the direction of Club Owner pursuant to this Club Plan, then Association is granted the conditional license to retain those portions of the Club Dues other than the Club Membership Fee for the strict purpose of paying the Club Expenses.

9. Creation of the Lien and Personal Obligation.

9.1. Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Membership Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the Home at the time when the charge or fee became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Such lien may be enforced by Association at Association's expense or at Club Owner's written direction enforced by Club Owner, however, the claim of Club Owner for Club Dues is paramount to all claims of Association. Further, the lien created by this Section is superior to the lien of Association for Assessments.

9.2. Right to Designate Collection Agent. If Club Owner has requested at any time that Association act as Club Owner's collection agent, Club Owner may thereafter notify Association at any time in writing that it no longer wishes to have Association collect the Club Expenses, Special Use Fees, and/or the Club Membership Fees. In such event, Club Owner shall collect the Club Expenses, Special Use Fees, and/or Club Membership Fees. At any time thereafter, Club Owner may direct Association in writing to again collect such Club Expenses, Special Use Fees, and/or Club Membership Fees. Club Owner's right to designate who shall collect Club Expenses, Special Use Fees, and/or Club Membership Fees shall be perpetual.

9.3. Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not

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

9.4. Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may accelerate the Club Dues for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.

9.5. Non-payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Dues under this Club Plan shall be prior to the liens of Association or any Neighborhood Association.

9.6. Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

9.7. Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's

obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

10. Adjacent Facilities. Adjacent to the Club are other amenities, such as a golf course and club facilities. The Adjacent Facilities may be owned by Club Owner and/or third parties. Club Owner, at its sole discretion, may make such Adjacent Facilities available to Members on an interim basis. The use of Adjacent Facilities may be provided to Members on a fee basis (*i.e.* Club Owner may charge use fees) or the costs of using the Adjacent Facilities may be included as part of Club Expenses. Club Owner reserves the right to determine whether Adjacent Facilities will be available to Members and the method of cost allocation for the use thereof.

11. Operations.

11.1. Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party or Association as Club Manager, if ever, as hereinafter provided.

11.2. Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Homes, may enforce the Solivita Club Rules and Regulations, and prepare the Budget for the Club.

11.3. Designation of Manager. Club Owner shall have the right, but not the obligation, in its sole discretion, to: (i) appoint Association as the Club Manager; and (ii) relinquish and/or assign to Association some or all of the rights reserved to Club Owner herein. Association shall be obligated to accept such designation and/or assignment and fulfill the obligations relating thereto without any compensation whatsoever.

11.4. Management by Association. At any time, and from time to time, Club Owner may notify Association in writing that Association shall act as the Club Manager or assume some of the responsibilities of Club Owner (*e.g.*, the Access Control Program). In such event, Club Owner shall provide Association with a specific written list of all of Association's obligations as Club Manager. Thereafter, Association shall have the right and obligation to operate, manage, insure and maintain the Club strictly in accordance with the provisions of this Club Plan and the specific written directions of Club Owner. Association shall be obligated to accept such appointment without conditions or claim. During the time that Association acts as the Club Manager pursuant to Club Owner's written direction, Association shall have all powers and duties of Club Owner assigned by Club Owner in such written direction. No surrender of operation and management of the Club by Association shall be valid unless accepted by Club Owner in writing.

11.5. Association's Duties Upon Request by Club Owner. Association covenants throughout the term of this Club Plan, and any renewals or extensions hereof, at the sole cost and

20 of 47

110 of 213

expense of the Owners, to operate, manage, insure, maintain and take good care of the real property comprising the Club and landscaping and buildings and improvements now or at any time erected thereon and all apparatus, fixtures and building service equipment used or procured for use in connection with the operation of the Club, and to repair and maintain them in a first class condition, reasonable wear and tear excepted, to the extent that it is requested to do so in writing by Club Owner. At the written request of Club Owner, Association also covenants to keep the same in good order and condition, excepting reasonable wear and tear, and promptly make all necessary repairs, both to the interior and exterior thereto, including replacements or renewals when necessary, and all such repairs, replacements and renewals shall be at least equal in quality and class to the original work. In connection therewith, as and when requested by Club Owner, Association shall have, by way of illustration and not limitation, the following powers, obligations, and duties:

11.5.1. Reports. At the written direction of Club Owner, Association shall prepare monthly and annual reports detailing costs and expenses of the Club in the accounting format reasonably requested by Club Owner. Such reports shall be accompanied by any back-up invoices and documentation required by Club Owner, and shall include year to date totals if and to the extent required by Club Owner.

11.5.2. Hiring and Supervision. At the written direction of Club Owner, Association shall cause to be hired, paid and supervised, and/or discharged, all necessary persons, firms or corporations. Association shall maintain all required workers' compensation insurance.

11.5.3. Compliance with Laws. At any time Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall operate, maintain, and repair the Club so as to comply with, and suffer no default under, all applicable laws, statutes, ordinances, Solivita Club Rules and Regulations of all applicable governmental and quasi-governmental authorities, the Title Documents, insurance policies and/or guidelines, mortgages and/or encumbrances, relating to the Club or the use thereof now or hereafter in effect.

11.5.4. Contracts. At the written direction of Club Owner, Association shall enter into contracts for all services necessary for the operation, maintenance, insurance, upkeep, repair, refurbishment, replacement and preservation of the Club. Each such contract shall not be binding on Club Owner and shall contain a provision that such contract can be terminated by Club Owner on thirty (30) days notice without cause.

11.5.5. Purchases. At the written direction of Club Owner, Association shall purchase equipment, tools, vehicles, appliances, goods, supplies and materials as may be necessary and/or appropriate.

11.5.6. Club Plan Compliance. At the written direction of Club Owner, Association shall cause to be placed and kept in force and shall perform all obligations relating to all insurance required by the terms of this Club Plan.

21847

11.5.7. Hazardous Materials. Association: (a) shall not permit any activity to be conducted in, on or about the Club which would have the effect of polluting or in any way causing the Club to be detrimentally affected by pollutants (including elevated radon levels), toxic materials, petroleum oil and/or waste oil, or any "hazardous substance or waste." The Club shall not be used for the handling, storage, treatment, generation, transportation or disposal of pollutants, toxic materials, petroleum oil and/or waste oil, any hazardous substance or any hazardous waste, including, but not limited to, solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed); (b) shall not install, use or dispose of, on or incorporate into, the Club any asbestos or asbestos containing material; (c) except for tanks installed by Club Owner, shall not locate, replace or remove or fill any underground storage tanks on the Club; and (d) shall at all times be in compliance with all applicable federal, state, county and local statutes, laws and regulations concerning or related to environmental protection and regulation.

11.5.8. Liens. Association shall not subject the Club to, or permit the Club to be subject to, any lien, charge, cost or expense including, but not limited to, a construction lien as contemplated by the law of the State of Florida. Should any lien or claim of lien be filed, or should any suit or other judicial or quasi-judicial proceeding be instituted by Association or any third party for which Club Owner or the Club may be encumbered, liable or accountable, then in that event Association shall give Club Owner immediate notice of the same. Association shall be in default of this Club Plan, unless within ten (10) days after the filing of the lien, suit or proceeding Association shall furnish a bond, transferring the lien to bond, in compliance with law.

11.5.9. Alterations. In the event that Association is acting as Club Manager pursuant to Club Owner's written direction, Association will not make any alterations or changes in the Club without the prior written consent of Club Owner, which may be withheld or denied in Club Owner's sole discretion for any reason whatsoever.

11.5.10. Financial Responsibilities. At any time Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall maintain financial record books, accounts and other records as concerns the Club, issue certificates of account to Owners, their mortgagees and lienors, as required.

11.5.11. Maintenance of Records. Association shall maintain books and records sufficient to describe its services hereunder in accordance with prevailing accounting standards to identify the source of all funds collected by it, and the disbursement thereof.

11.5.12. Budget. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall adopt a budget which provides for funds needed for all expenses and reserves, including the Club Membership Fees, within the fiscal year of the Club.

11.5.13. Collection. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall collect all Club Dues and enforce, with all due diligence, the provisions of this Club Plan relating thereto. The Club Dues due from each Owner

22 of 47

may, at Association's discretion, be payable to such firm or entity as it shall direct. All sums due to Club Owner under the terms of this Club Plan, if collected by Association, shall immediately be delivered, to Club Owner.

11.5.14. Special Use Fees. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall make and collect Special Use Fees against Owners subject to the provisions of this Club Plan.

11.5.15. Solivita Club Rules and Regulations. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall promulgate, adopt and amend rules and regulations as it deems advisable, subject to the prior approval of Club Owner. Association shall also enforce such rules and regulations.

11.5.16. Insurance. If Association is acting as Club Manager pursuant to Club Owner 's written direction, Association shall obtain all insurance required in connection with the Club in the form required by Club Owner, all of which shall name Club Owner as "Additional Insured." Club Owner shall have the right to approve every aspect of such insurance policies including, without limitation the underwriters.

11.5.17. Professionals. If Association is acting as Club Manager pursuant to Club Owner's written direction, Association shall retain and employ such professionals and other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder and to employ same on such basis as it deems most beneficial.

12. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Club Members without charge.

13. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

14. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the Applicable Rate, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

23847

113 of 213

15. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member and other person entitled to use the Club shall comply with following general restrictions:

15.1. Minors. The Club Facilities are specifically designed to meet the requirements of the Federal Fair Housing Act, 42 U.S.C. § 3601, *et seq.* and the Florida Fair Housing Act, Chapter 760, Florida Statutes. Only Owners of Homes within Solivita that are subject to a recorded restriction requiring that eighty percent (80%) of such occupied Homes be occupied by at least one (1) person fifty-five (55) years of age or older (or such reduced age as may be time to time permitted by law) may use the Club Facilities pursuant to this Club Plan. Accordingly, persons under the age of eighteen (18) are not permitted in the Club Facilities except to the extent permitted by the Solivita Club Rules and Regulations. Club Owner reserves the right to allow Members to bring any guests within the Club Facilities under the age of eighteen (18) at any time by so providing in the Solivita Club Rules and Regulations. All guests of Members shall be required to present identification and proof of age before entering the Club Facilities. Each Owner recognizes the right of Club Owner and/or Declarant to build recreational facilities within Solivita which shall be open to all persons, regardless of age, and that these facilities will not be subject to this Club Plan or available to Members.

15.2. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her family and guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

15.3. Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool areas.

15.4. Activities. Any Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

15.5. Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

24877

15.6. Indemnification of Club Owner. In addition, each Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members and their guests, or the interpretation of this Club Plan, and/or the Solivita Club Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

15.7. Attorneys' Fees. Should any Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

15.8. Unrecorded Rules. Club Owner may adopt rules and regulations ("Solivita Club Rules and Regulations") from time to time. Such Solivita Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Solivita Club Rules and Regulations from the Club and become familiar with the same. Such Solivita Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

15.9. Waiver of Solivita Club Rules and Regulations. Club Owner may waive the application of any Solivita Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

16. Violation of the Solivita Club Rules and Regulations.

16.1. Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

16.1.1. such person is not an Owner or a Lessee;

16.1.2. the Member violates one or more of these Solivita Club Rules and Regulations;

16.1.3. a guest or other person for whom a Member is responsible violates one or more of these Solivita Club Rules and Regulations;

16.1.4. an Owner fails to pay Club Dues in a proper and timely manner; or

25847

16.1.5. a Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

16.2. Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member or Club Manager may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

17. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

18. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. Neither Association nor any Owner shall be entitled to cancel this Club Plan or any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

19. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

26 of 47

19.1. Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

19.2. Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 19.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

20. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Community Property, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. In addition Association shall, and does hereby, indemnify and save harmless Club Owner from and against any and all claims, suits, actions, damages and/or causes of action arising for any personal injury, loss of life and/or damage to property sustained in or about the Club, by reason or as a result of Association's operation, management, or occupancy of the Club as Club Manager, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, counsel fees, paraprofessional fee, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof. Association shall immediately give Club Owner notice in writing that the same are about to be incurred and Club Owner shall have the option to make the necessary investigation and employ, at the expense of Association, counsel of Club Owner's own selection for the defense of any such claims and expenses, etc. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Association Expenses to the extent such matters are not covered by insurance maintained by Association.

21. Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Club Plan by Association:

27047

117 of 213

21.1. Abandonment. The vacation or abandonment of the Club by Association or Owners.

21.2. Failure to Pay. The failure by Association to make any payment required to be made hereunder to Club Owner within ten (10) days after the same is due.

21.3. Compliance with Declaration and this Club Plan. The failure of Association to observe or perform any other covenant, condition or provision of the Declaration relating to the Club or this Club Plan to be observed or performed by Association, unless the same is cured by Association within twenty (20) days after notice, provided, however, that notice shall not be required if the failure of Association shall be of such a nature as to expose Club Owner or the Club to irreparable injury or material and adverse risk.

21.4. Insolvency. The making by Association of any general assignment for the benefit of creditors, the filing by or against Association of a petition to have Association adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against Association, the same is dismissed within thirty (30) days), the appointment of a trustee or receiver to take possession of substantially all of Association's assets, or the attachment, execution or other judicial seizure of substantially all or any material part of Association's assets.

22. Remedies. In the event of any such default or breach by Association, Club Owner may at any time thereafter, with or without notice or demand, and without limiting Club Owner in the exercise of any other right or remedy which Club Owner may have, at law or equity, exercise any one or more of the following additional remedies:

22.1. Terminate Association's Responsibilities. Club Owner may immediately terminate Association's ability to operate and manage the Club as Club Manager and may re-assume the sole right to operate and manage the Club. Upon receipt of such notice the license granted to Association to occupy the Club as Club Manager shall forthwith terminate, provided, however Association shall remain liable to Club Owner as hereinafter provided. Thereafter, all payments of Club Dues shall be made directly by the Owners, to Club Owner, or its designee.

22.2. Charge the Association Interest. In the case of any such default by Association all sums then due hereunder shall bear interest thereon at the highest rate permitted by law until paid.

22.3. Right to Add Costs to Club Expenses. All damages, costs, expenses, losses, liabilities and other amounts suffered by Club Owner due to a default by Association shall, at the direction of Club Owner, be considered part of the Club Expenses.

22.4. Right to Notify Owners. Club Owner may notify Owners that Club Dues are to be paid directly to Club Owner.

22.5. Remedies Cumulative. The specific remedies of Club Owner under the terms of this Club Plan are cumulative and are not intended to be exclusive of any other remedies or means of

28847

redress to which it may be lawfully entitled in case of any breach or threatened breach by Association of any provisions of this Club Plan. In addition to the other remedies provided in this Club Plan, Club Owner shall be entitled to enjoin, without bond, the violation or attempted or threatened violation of any of the provisions of this Club Plan or obtain specific performance of any such provisions. Association hereby stipulates that such violation or attempts or threatened violation constitutes irreparable injury to Club Owner.

23. Security for Association's Assessments. To further secure payment and performance of all of Association's obligations hereunder, Association gives, grants, pledges with and assigns to Club Owner a first lien and charge upon all furniture and fixtures, goods and chattels of Association, which may be brought or put on the Club. Association agrees that such lien for the payment of the charges may be enforced by distress, foreclosure or otherwise, at the option of Club Owner.

24. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Dues have been paid as stated by Club Owner.

25. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

26. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

27. Transportation System.

27.1. From time to time Club Owner may enter into a Transportation Service Agreement with Declarant and/or an affiliate or another provider of transportation services ("Transportation Service Agreement") for the purpose of providing transportation for the exclusive use of the residents and guests within or outside Solivita. Upon termination of any Transportation Service Agreement and renewals thereof, if any, Club Owner shall have the right, but not the obligation, in its sole discretion, to provide a different transportation system for all portions of Solivita and the costs of such a system shall be prorated in the same manner as the Transportation Service Agreement. Club Owner shall have an easement to construct, maintain and replace one or more benches for the convenience of transportation system passengers over a portion of the unimproved Community Property of Solivita adjacent to any roadway.

27.2. The cost of transportation service is to be paid for by Club Owner and a pro rata share of the cost shall be assessed by Club Owner against each Home as part of Club Dues. Club Owner, in its sole discretion, may at any time, assign its rights and/or obligations with respect to the Transportation Service Agreement to Association by written assignment recorded in the Public Records. Upon the recordation of such assignment, Association shall be obligated to assume any Transportation Services Agreement and the costs thereof shall be Association Expenses.

28. Access Control Program.

28.1. Right to Install. Club Owner shall have the right, but not the obligation, to install and/or contract for the installation of an Access Control Program for each Home within Solivita. Prior to the Community Completion Date, all contracts for Access Control Programs shall be subject to the prior written approval of Declarant. Any contracts or agreements respecting the Access Control Program may provide that Declarant receive compensation for approving such contract. Declarant or its nominees, successors, assigns, affiliates, and licensees may install such an Access Control Program. Club Owner reserves the right, at any time and in its sole discretion, to discontinue or terminate any Access Control Program prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Solivita may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, BUILDERS, CLUB OWNER, NEIGHBORHOOD ASSOCIATIONS AND DECLARANT AND/OR AFFILIATES SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Club Owner may, in its sole discretion and at any time, assign its rights and/or obligations with respect to the Access Control Program to Association by written assignment recorded in the Public Records. Upon the recordation of such assignment, Association shall be obligated to assume full responsibility for the Access Control Program and the costs thereof shall be Association Expenses.

28.2. Components. The Access Control Program, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Club Owner and Declarant do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. If Club Owner assigns its rights and/or obligations with respect

30 of 47

120 of 213

to the Access Control Program to Association. Association may expand the Access Control Program by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Club Owner reserves the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gatehouses, information booths, sensors, gates and other access monitoring measures as it deems appropriate in its sole and absolute discretion; provided, however, no changes shall be made by any person or entity prior to the Community Completion Date without the prior written consent of Declarant.

28.3. Part of Club Expenses. If furnished and installed within any Home, the cost of operating and monitoring any Access Control Program may be included in Club Expenses and may be payable as a portion of the Club Dues against Owners. In the event that Club Owner assigns its rights and/or obligations with respect to the Access Control Program to Association, the costs thereof shall be Association Expenses. The purpose of the Access Control Program will be to control access to Solivita.

28.4. Declarant. Declarant shall have no obligation to pay any part of the costs of installing, maintaining, or replacing the Access Control Program. In the event that the system requires that each Owner accessing Solivita use a card or other similar device to enter Solivita, Declarant and Declarant's agents and employees shall also be entitled to such a card upon payment to Club Owner of the actual cost of such card plus a reasonable administrative expense.

28.5. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Declarant and/or its affiliates, or Club Owner, their nominees or assigns, or any successor Declarant, and the Architectural Review Committee of Association and its members, do not represent or warrant that (a) any Access Control Program, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Access Control Program will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Access Control Program will in all cases provide the detection for which the system is designed or intended. In the event that Club Owner elects to provide an Access Control Program, Club Owner shall not be liable to the Owners or Association with respect to such Access Control Program, and the Owners and Association shall not make any claim against Club Owner for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Access Control Program. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. THE PROVISION OF AN ACCESS CONTROL PROGRAM SYSTEM (INCLUDING ANY TYPE OF GATEHOUSE) SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN SOLIVITA OR ANY RESIDENTIAL SUBDIVISION CONTAINED THEREIN. DECLARANT AND/OR ITS AFFILIATES, BUILDERS, ASSOCIATION, NEIGHBORHOOD ASSOCIATIONS AND CLUB OWNER DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY COMMUNITY ACCESS CONTROL PROGRAM SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR

3/8 47

121 of 213

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

29. Resolution of Disputes. ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

30. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN POLK COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN POLK COUNTY, FLORIDA AND EACH HOME IS LOCATED IN POLK COUNTY OR OSCEOLA COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA.

31. Release. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD TITLE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN

32847

AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

32. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Solivita to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Solivita from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records.

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

34. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

35. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

36. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc. has set its signature and seal below this 24th day of July, 2000.

WITNESSES:

Print Name: Tiffany Kirby

Print Name: Megan Williams

AVATAR PROPERTIES INC.,
a Florida corporation

Name: DENNIS J. GETMAN

Title: Executive Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24th day of July, 2000 by Dennis J. Getman as Executive Vice Pres. of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced xx as identification, on behalf of the corporation.

My commission expires: June 23, 2002

NOTARY PUBLIC, State of Florida
Print name: Kimberly Clark

34847

EXHIBIT A

LEGAL DESCRIPTION

OF THE INITIAL CLUB PROPERTY

Lots 1 through 14 inclusive of Block 1605 as shown on POINCIANA NEIGHBORHOOD 2, VILLAGE 3, according to the Plat thereof, as recorded in Plat Book 54 at Page 12, of the Public Records of Polk County, Florida.

EXHIBIT B

LEGAL DESCRIPTION
OF SOLIVITA

Avatar's Active Adult Community
Polk County, Florida
Overall Property
(Revised To Reflect Plat Exceptions and Vacations)

LAND DESCRIPTION:

All of "Poinciana Neighborhood 1 East Village 4", according to the plat thereof, as recorded in Plat Book 56, Pages 25 through 31 and all of "Poinciana Neighborhood 2 Village 4", according to the plat thereof, as recorded in Plat Book 56, Pages 42 through 58 and all of "Poinciana Neighborhood 4 Village 3", according to the plat thereof, as recorded in Plat Book 52, Pages 32 through 41 and a portion of "Poinciana Neighborhood 6 North Village 3", according to the plat thereof, as recorded in Plat Book 52, Pages 42 through 49 and that portion of "Poinciana Neighborhood 2 Village 3", according to the plat thereof, as recorded in Plat Book 54, Pages 12 through 20(lying westerly and northerly of the westerly and northerly public road right-of-way lines of Haines City Road as shown on said plat), all of the above plats per the public records of Polk County, Florida and all of the public road right-of-way for Juniper Street, Huckleberry Avenue, Walnut Street and Rhododendron Avenue and a portion of Laurel Avenue lying adjacent and contiguous with the above-referenced plats, all of the above lands lying in Sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 35 and 36, Township 27 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

Commence at the northeast corner of said section 14; thence South 00°10'41" East along the east line of said section 14, a distance of 300.00 to the Point Of Beginning; thence along the northerly line of aforesaid "Poinciana Neighborhood 2 Village 3" plat, same being the southerly public road right-of-way line of Cypress Parkway as shown on said plat, the following three(3) courses and distances:

1) South 89°58'26" East, a distance of 884.91 feet to the point of curvature of a curve concave to the northwest having a radius of 2059.86 feet;
2) Easterly and northeasterly along the arc of said curve through a central angle of 19°03'42", an arc length of 685.29 feet to a point of reverse curvature of a curve concave to the southwest having a radius of 25.00 feet;
3) Easterly, southeasterly and southerly along the arc of said curve through a central angle of 93°11'08", an arc length of 40.66 feet to a point of compound curvature of a curve concave to the west having a radius of 3139.52 feet, said point lying on the easterly line of said "Poinciana Neighborhood 2 Village 3" plat, same being the westerly public road right-of-way line of Marigold Avenue as shown on said plat;

thence along the easterly line of said "Poinciana Neighborhood 2 Village 3" plat, same being the westerly public road right-of-way line of Marigold Avenue as shown on said plat, the following three(3) courses and distances:

3748 47

1) Southerly along the arc of aforesaid 3139.52-foot-radius curve through a central angle of 20°42'35", an arc length of 1134.78 feet to the point of tangency;
2) South 04°51'34" West, a distance of 8.58 feet to a point of curvature of a curve concave to the northwest having a radius of 25.00 feet;
3) Southerly, southwesterly and westerly along the arc of said curve through a central angle of 90°58'57", an arc length of 39.70 feet to the point of tangency, said point lying on the northerly public road right-of-way line of Haines City Road as shown on said "Poinciana Neighborhood 2 Village 3" plat;

thence along the northerly and westerly public road right-of-way lines of said Haines City Road for the following five(5) courses and distances:

1) North 84°09'29" West, a distance of 396.28 feet to the point of curvature of a curve concave to the south having a radius of 650.53 feet;
2) Westerly along the arc of said curve through a central angle of 23°40'31", an arc length of 268.81 feet to a point of compound curvature of a curve concave to the southeast having a radius of 540.00 feet;
3) Westerly, southwesterly and southerly along the arc of said curve through a central angle of 67°18'01", an arc length of 634.29 feet to the point of tangency;
4) South 04°52'00" West, a distance of 1734.46 feet to the point of curvature of a curve concave to the northwest having a radius of 560.00 feet;
5) Southerly and southwesterly along the arc of said curve through a central angle of 28°43'05", an arc length of 280.69 feet to the point of tangency;

thence South 33°35'05" West, continuing along said westerly public road right-of-way line of Haines City Road and its southerly extension thereof, a distance of 471.94 feet to a point on the southerly public road right-of-way line of aforesaid Walnut Street, said point being on the northerly line of aforesaid "Poinciana Neighborhood 4 Village 3" plat; thence South 56°24'55" East along said northerly plat line and said southerly right-of-way line, a distance of 1140.34 feet to a point of curvature of a curve concave to the west having a radius of 25.00 feet; thence southeasterly, southerly and southwesterly along the arc of said curve and said northerly plat line and said southerly right-of-way line through a central angle of 89°59'59", an arc length of 39.27 feet to the point of tangency; thence along the easterly lines of the "Poinciana Neighborhood 4 Village 3" and "Poinciana Neighborhood 6 North Village 3" plat, same being the westerly public road right-of-way line of Marigold Avenue as shown on said plats for the following six(6) courses and distances:

38 $47

1) South 33°35'03" West, a distance of 257.83 feet to the point of curvature of a curve concave to the southeast having a radius of 1825.00 feet;
2) Southwesterly and southerly along the arc of said curve through a central angle of 35°14'41", an arc length of 1122.62 feet to the point of tangency;
3) South 01°39'37" East, a distance of 1818.52 feet to the point of curvature of a curve concave to the northwest having a radius of 1125.00 feet;
4) Southerly and southwesterly along the arc of said curve through a central angle of 37°45'34", an arc length of 741.40 feet to the point of tangency;
5) South 36°05'57" West, a distance of 475.76 feet to the point of curvature of a curve concave to the east having a radius of 1525.00 feet;
6) Southwesterly and southerly along the arc of said curve through a central angle of 25°34'15", an arc length of 680.60 feet to a point of cusp with a curve concave to the southwest having a radius of 25.00 feet whose chord measures 34.60 feet and bears North 33°16'04" West, said point lying on the northerly line of 100-foot Canal-1 as shown on said "Poinciana Neighborhood 6 North Village 3" plat, said point hereafter referred to as POINT "A";

thence along the northerly and westerly lines of said 100-foot Canal-1 for the following four(4) courses and distances:

1) Northerly, northwesterly and westerly along the arc of said curve through a central angle of 87°35'32", an arc length of 38.22 feet to a point of compound curvature with a curve concave to the southwest having a radius of 805.84 feet;
2) Northwesterly along the arc of said curve through a central angle of 12°56'09", an arc length of 181.94 feet to a point of compound curvature with a curve concave to the southeast having a radius of 763.51 feet;
3) Westerly, southwesterly and southerly along the arc of said curve through a central angle of 90°00'01", an arc length of 1199.32 feet to the point of tangency;
4) South 00°00'00" West, a distance of 694.67 feet to a point on the south line of aforesaid 100-foot Canal-1;

39847

thence North 85°19'02" East along said south line of 100-foot Canal-1, a distance of 100.33 feet to a point on the east line of 100-foot Canal-1; thence North 00°00'00" East along said east line, a distance of 60.20 feet to a point on the north line of a 60-foot-wide drainage and utility easement as shown on aforesaid "Poinciana Neighborhood 6 North Village 3" plat; thence North 85°19'02" East along said north line, a distance of 976.99 feet to a point on the arc of a curve concave to the west having a radius of 3152.00 feet whose chord measures 258.14 feet and bears South 02°20'10" East; thence along the easterly line of the "Poinciana Neighborhood 6 North Village 3" plat, same being the westerly public road right-of-way line of Marigold Avenue as shown on said plat for the following seven(7) courses and distances:

1) southerly along the arc of said curve through a central angle of 04°41'38", an arc length of 258.22 feet to the point of tangency;
2) South 00°00'39" West, a distance of 1204.32 feet to the point of curvature of a curve concave to the northeast having a radius of 2053.00 feet;
3) Southeasterly along the arc of said curve through a central angle of 20°26'27", an arc length of 732.43 feet to the point of tangency;
4) South 20°25'48" East, a distance of 443.57 feet to the point of curvature of a curve concave to the west having a radius of 1920.00 feet;
5) Southeasterly and southerly along the arc of said curve through a central angle of 26°42'20", an arc length of 894.91 feet to the point of tangency;
6) South 06°16'31" West, a distance of 520.52 feet to the point of curvature of a curve concave to the northwest having a radius of 6143.00 feet;
7) Southwesterly along the arc of said curve through a central angle of 09°02'23", an arc length of 969.19 feet to the point of tangency;

thence South 15°18'54" West along said easterly line of "Poinciana Neighborhood 6 North Village 3" plat and said westerly line of Marigold Avenue as shown on said plat and the southerly extension thereof, a distance of 1634.13 feet; thence along the southerly public road right-of-way lines of Juniper Street and Huckleberry Avenue as shown on said "Poinciana Neighborhood 6 North Village 3" and "Poinciana Neighborhood 2 Village 4" plats and as shown on "Poinciana Neighborhood 6 South Village 3", according to the plat thereof, as recorded in Plat Book 54, Pages 43 through 49 of the Public Records of Polk County, Florida for the following eleven(11) courses and distances:

408 47

1) North 74°39'01" West, a distance of 269.91 feet to the point of curvature of a curve concave to the south having a radius of 1572.50 feet;
2) Westerly along the arc of said curve through a central angle of 15°19'27", an arc length of 420.58 feet to the point of tangency;
3) North 89°58'28" West, a distance of 1821.29 feet to the point of curvature of a curve concave to the north having a radius of 2949.00 feet;
4) Westerly and northwesterly along the arc of said curve through a central angle of 52°36'23", an arc length of 2707.65 feet to the point of tangency;
5) North 37°22'05" West, a distance of 502.13 feet to the point of curvature of a curve concave to southwest having a radius of 2300.00 feet;
6) Northwesterly along the arc of said curve through a central angle of 11°47'56", an arc length of 473.64 feet to the point of tangency;
7) North 49°10'01" West, a distance of 837.17 feet to the point of curvature of a curve concave to the Northeast having a radius of 1869.00 feet;
8) Northwesterly along the arc of said curve through a central angle of 30°29'03", an arc length of 994.40 feet to the point of tangency;
9) North 18°42'32" West, a distance of 939.43 feet to the point of curvature of a curve concave to the southwest having a radius of 1950.00 feet;
10) Northwesterly along the arc of said curve through a central angle of 22°31'52", an arc length of 766.82 feet to the point of tangency;
11) North 41°14'40" West, a distance of 1435.10 feet;

thence along the westerly public road right-of-way line of Rhododendron Avenue as shown on aforesaid "Poinciana Neighborhood 2 Village 4" and "Poinciana Neighborhood 1 East Village 4" plats and on "Poinciana Neighborhood 3 Village 4", according to the plat thereof, as recorded in Plat Book 57, Pages 1 through 8 of the Public Records of Polk County, Florida and on "Poinciana Neighborhood 1 West-South Village 4", according to the plat thereof, as recorded in Plat Book 56, Pages 32 through 41 of the Public Records of Polk County, Florida for the following thirteen(13) courses and distances:

41 of 47

1) North 48°47'11" East, a distance of 477.61 feet to the point of curvature of a curve concave to the northwest having a radius of 1174.00 feet;
2) Northeasterly along the arc of said curve through a central angle of 39°58'39", an arc length of 819.14 feet to the point of tangency;
3) North 08°48'33" East, a distance of 3153.36 feet to the point of curvature of a curve concave to the southeast having a radius of 1977.00 feet;
4) Northerly and northeasterly along the arc of said curve through a central angle of 23°59'30", an arc length of 828.03 feet to the point of tangency;
5) North 32°49'16" East, a distance of 856.98 feet to the point of curvature of a curve concave to the west having a radius of 1300.50 feet;
6) Northeasterly, northerly and northwesterly along the arc of said curve through a central angle 65°00'00", an arc length of 1475.37 feet to the point of tangency;
7) North 32°10'44" West, a distance of 749.33 feet to the point of curvature of a curve concave to the northeast having a radius of 1448.00 feet;
8) Northwesterly along the arc of said curve through a central angle of 16°31'23", an arc length of 417.58 feet to the point of tangency;
9) North 15°39'21" West, a distance of 739.96 feet to the point of curvature of a curve concave to the southwest having a radius of 1825.00 feet;
10) Northwesterly along the arc of said curve through a central angle of 24°00'00", an arc length of 764.45 feet to the point of tangency;
11) North 39°39'21" West, a distance of 764.96 feet to the point of curvature of a curve concave to the northeast having a radius of 1375.00 feet;
12) Northwesterly and northerly along the arc of said curve through a central angle of 39°44'40", an arc length of 953.80 feet to the point of tangency;
13) North 00°05'19" East, a distance of 255.04 feet;

thence South 89°54'41" East along the northerly line of aforesaid "Poinciana Neighborhood 1 East Village 4" plat, same being the southerly public road right-of-way line of Cypress Parkway, a distance of 3105.64 feet; thence South 89°46'40" East along the northerly line of aforesaid "Poinciana Neighborhood 1 East Village 4", a distance of 2470.79 feet to the point of curvature of a curve concave to the southwest having a radius of 25.00 feet; thence along the west public road right-of-way line of Laurel Avenue as shown on said "Poinciana Neighborhood 1 East Village 4" plat for the following three(3) courses and distances:

42.8 47

132 of 213

southeasterly and southerly along the arc of said curve through a central angle of 89°59'42", an arc length of 39.27 feet to the point of tangency;

1) South 00°13'02" West, a distance of 242.88 feet to the point of curvature of a curve concave to the northwest having a radius of 1350.00 feet;
2) southwesterly along the arc of said curve through a central angle of 31°22'39", an length of 739.32 feet to the point of tangency;
3) South 31°35'41" West, a distance of 680.74 feet;

thence South 58°24'19" East, a distance of 300.00 feet to a point on the east public road right-of-way line of Laurel Avenue as shown on said "Poinciana Neighborhood 2 Village 3" plat; thence along said east public road right-of-way line for the following four(4) courses and distances:

1) North 31°35'41" East, a distance of 680.74 feet to the point of curvature of a curve concave to the northwest having a radius of 1650.00 feet;
2) Northeasterly along the arc of said curve through a central angle of 31°22'39" to the point of tangency;
3) North 00°13'02" East, a distance of 242.85 feet to the point of curvature of a curve concave to the southeast having a radius of 25.00 feet;
4) northeasterly and easterly along the arc of said curve through a central angle of 90°00'18" to the point of tangency;

thence South 89°46'40" East along the northerly line of aforesaid "Poinciana Neighborhood 2 Village 3" plat and the southerly public road right-of-way line of Cypress Parkway, a distance of 2500.25 feet; thence South 89°58'26" East, a distance of 1.58 feet to the Point of Beginning.(Containing 2877.40 acres, more or less.)

434 47

133 of 213

TOGETHER WITH:

A portion of Tract "E", "Poinciana Neighborhood 6 North Village 3", according to the plat thereof, as recorded in Plat Book 52, Pages 42 through 49 of the Public Records of Polk County, Florida, being more particularly described as follows:

Commence at aforesaid POINT "A", being a point of the arc of a 1525.00-foot-radius curve concave to the southeast having a chord bearing of South 09°05'47" West and a chord length of 76.22 feet; thence southerly along the arc of said curve and the westerly public road right-of-way line of Marigold Avenue and the easterly line of 100-foot Canal-1, both as shown on said plat, through a central angle of 02°51'50", an arc length of 76.23 feet to the Point of Beginning; thence continue southerly along said westerly public road right-of-way line of Marigold Avenue, same being the east line of aforesaid Tract "E" for the following two(2) courses and distances:

1) southerly along the arc of said 1525.00-foot-radius-curve(chord bearing of South 01°10'15" East and a chord length of 468.45 feet) through a central angle of 17°40'12", an arc length of 470.31 feet to the point of tangency;
2) South 10°00'20" East, a of 433.35 feet;

thence North 75°40'03" West, a distance of 965.77 feet to a point on the easterly line of 100-foot Canal-1, same being the westerly line of aforesaid Tract "E"; thence along the easterly and southerly line of Canal-1(100-foot-wide), same being the westerly and northerly line of said Tract "E" for the following four(4)courses and distances:

1) North 00°00'00" East, a distance of 17.17 feet to a point on the point of curvature of a curve concave to the southeast having a radius of 663.51 feet;
2) northerly, northeasterly and easterly along the arc of said curve through a central angle of 90°00'01", an arc length of 1042.24 feet to a point of compound curvature of a curve concave to the south having a radius of 705.84 feet;
3) easterly along the arc of said curve through a central angle of 12°56'09", a arc length of 159.36 feet to the point of tangency;
4) South 77°03'51" East, a distance of 30.08 feet to the Point of Beginning.(Containing 13.58 acres, more or less.)

44 & 47

LESS AND EXCEPT:

That portion of Pheasant Road, an 80-foot-wide public road right-of-way, as shown on "Poinciana Neighborhood 6 North Village 3", according to the plat thereof, as recorded in Plat Book 52, Pages 42 through 49 of the Public Records of Polk County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Section 35, Township 27 South, Range 28 East, Polk County, Florida; run North 89°56'19" East along the North line of said Section 35 a distance of 632.26 feet; thence departing said North line, South 00°03'41" East a distance of 102.89 feet to the northerlymost corner of said Lot 1; thence southeasterly along the easterly line of said Lot 1, being a curve concave northeasterly, having a radius of 2520.00 feet, a central angle of 01°55'54" and a chord of 84.96 feet that bears South 41°34'09" East; thence along the arc of said curve a distance of 84.96 feet; thence South 46°33'20" West a distance of 74.50 feet to a point of curvature of a curve concave northerly, having a radius of 25.00 feet, a central angle of 91°26'07" and a chord of 35.80 feet that bears North 87°43'37" West, said point being the point of beginning; thence South 43°26'40" East, a distance of 80.00 feet; thence South 46°33'20" West, a distance of 180.05 feet to a point of curvature of a curve concave to east having a radius of 25.00 feet; thence southwesterly, southerly and southeasterly along the arc of said curve through a central angle of 91°16'22", an arc length of 39.39 feet to a point of cusp with a curve concave to the northeast having a radius of 2800.00 feet, a central angle of 02°39'48" and a chord of 130.14 feet that bears North 43°26'41" West; thence northwesterly along the arc of said curve 130.15 feet to a point of cusp with a curve concave to the north having a radius of 25.00 feet, a central angle of 92°38'19" and a chord of 36.16 feet that bears South 88°25'15" East; thence southeasterly, easterly and northeasterly along the arc of said curve 40.42 feet to the point of tangency; thence North 46°33'20" East, a distance of 180.05 feet to the Point of Beginning. (Containing 0.38 acres, more or less.)

45847

LESS AND EXCEPT:

The Florida Power Corporation Substation Parcel as described in Official Record Book 2070, Page 1933 of the Public Records of Polk County, Florida. Said parcel lies in Section 14, Township 27 South, Range 28 East, Polk County, Florida.(Containing 2.86 acres, more or less.)

Said lands lying in Polk County, Florida, containing a total area of 2,887.74 acres, more or less.

Bearings in the above description are based on the East line of Section 14, Township 27 South, Range 28 East, Polk County, Florida, being South 00°10'41" East.

Please note that portions of the plats described in the above description have been vacated per Official Record Book 4230, Pages 1211 through 1236 of the Public Records of Polk County, Florida.

(Portions of the foregoing have been platted into the plat listed below.)

TOGETHER WITH:

SOLIVITA PHASE I, recorded in Plat Book 112 at Pages 1-14, inclusive, of the Public Records of Polk County, Florida.

46847

JOINDER

SOLIVITA COMMUNITY ASSOCIATION, INC. does hereby join in the document to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of July, 2000.

WITNESSES:

Print Name: [illegible]

Print Name: [illegible]

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

By: [signature]
Name: Harold Cohen
Title: President

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 24th day of July, 2000 by Harold Cohen as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: June 23, 2002

[signature]
NOTARY PUBLIC, State of Florida
Print Name: Kimberly Clark

47887

INSTR # 2001164950
OR BK 04804 PG 2005
RECORDED 09/20/2001 03:34 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK L Mojtaba

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

FIRST AMENDMENT TO SOLIVITA CLUB PLAN

THIS FIRST AMENDMENT TO SOLIVITA CLUB PLAN ("First Amendment") is made by Avatar Properties Inc., a Florida corporation ("Avatar").

RECITALS

A. That certain Solivita Club Plan was recorded in Official Records Book 4510 at Page 1529 of the Public Records of Polk County, Florida ("Original Club Plan") respecting the recreational facilities located in the residential community in Polk County, Florida known as Solivita.

B. Section 32 of the Original Club Plan permits Avatar, as Club Owner, to amend the Original Plan without the joinder or consent of any person or entity whatsoever by the recording of an amendment to the Original Club Plan in the Public Records.

C. Avatar desires to amend the Club Plan as set forth herein

NOW THEREFORE, Avatar hereby declares that every portion of Solivita is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Conflicts. In the event that there is a conflict between this First Amendment and the Original Club Plan, this First Amendment shall control. Whenever possible, this First Amendment and the Original Club Plan shall be construed as a single document. Except as modified hereby, the Original Club Plan shall remain in full force and effect.

MIA71452.1

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Original Club Plan, except that the following defined term is hereby modified:

> "Club Plan" shall mean the Original Club Plan and this First Amendment, together with all amendments and modifications thereof.

4. Addition of Property. The real property legally described on Exhibit 1 attached hereto and made a part hereof ("Additional Property") is hereby added to Exhibit B of the Club Plan and added to the definition of "Solivita." The Additional Property shall be subject to the Club Plan.

5. Covenant Running with the Land. The First Amendment is a covenant running with all of Solivita, and shall be binding upon their successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Club Owner under the Club Plan, has hereunto set its hand and seal this 11th day of September 2001.

WITNESSES:

Print Name: MARIO F. ELDER

Print Name: Gloria S Jackson

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J Getman
Name: DENNIS J. GETMAN
Title: Executive Vice President
Date: September 11, 2001

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of August, 2001 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: Tammy J Knox

OFFICIAL NOTARY SEAL
TAMMY J KNOX
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC815722
MY COMMISSION EXP. MAR. 6, 2003

MIA71452.1

EXHIBIT 1

ADDITION TO EXHIBIT B OF THE CLUB PLAN
LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

Lots 1 through 81 of SOLIVITA - PHASE IIA, according to the Plat thereof, recorded in Plat Book 115 at Page 9 of the Public Records of Polk County, Florida.

MIA\71452.1

INSTR # 2000130152
OR BK 04514 PG 1753
RECORDED 08/16/2000 04:28 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK p vaughan

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

RETURN TO:
Prominent Title Insurance Agency, Inc.
897 Towne Center Drive
Pottstown, FL 34759

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE
SOLIVITA PHASE I

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan (the "Club Plan") recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida.

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 401 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2000	$50
2001	$51
2002	$52
2003	$53
2004	$54
2005	$55
2006	$56
2007	$57
2008	$58
2009	$59
2010	$60
2011	$61
2012	$62
2013	$63
2014	$64
2015	$65
2016	$66
2017	$67
2018	$68
2019	$69
2020	$70
2021	$71
2022	$72
2023	$73
2024	$74
2025	$75
2026	$76
2027	$77
2028	$78
2029	$79
2030	$80

Thereafter, Club Membership Fees shall be $80 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $100.00 per Home (or, in the case of a Builder, $100.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 9th day of August, 2000.

WITNESSES:

Print Name: Gloria Jackson

Print Name: Kimberly Clark

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman

Name: Dennis J. Getman

Title: Executive Vice President

Date: August 9, 2000

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 9th day of August, 2000 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 6/23/02

OFFICIAL NOTARY SEAL
KIMBERLY CLARK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC753829
MY COMMISSION EXP. JUNE 23,2002

NOTARY PUBLIC, State of Florida
Print name: Kimberly Clark

EXHIBIT A

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 401 of SOLIVITA PHASE I, according to the Plat thereof, recorded inPlat Book 112 at Pages 1-14 of the Public Records of Polk County, Florida.

RETURN TO: (Office Box)
Prominent Title Insurance Agency, Inc.
897 Towne Center Drive
Poinciana, FL 34759

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

INSTR # 2003144825
BK 05444 PG 1086
RECORDED 07/23/2003 01:00:38 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 24.00
RECORDED BY D Huron

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE ID

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, and the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523 (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 65 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2003	$62
2004	$63
2005	$64
2006	$65
2007	$66
2008	$67
2009	$68
2010	$69
2011	$70
2012	$71
2013	$72
2014	$73
2015	$74
2016	$75
2017	$76
2018	$77
2019	$78
2020	$79
2021	$80
2022	$81
2023	$82
2024	$83
2025	$84
2026	$85
2027	$86
2028	$87
2029	$88
2030	$89
2031	$90
2032	$91

Thereafter, Club Membership Fees shall be $91 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 22 day of July, 2003.

WITNESSES:

Print Name: Jackie Carrasco

Print Name: Linda J Lorge

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman

Name: Dennis J. Getman

Title: Executive Vice President

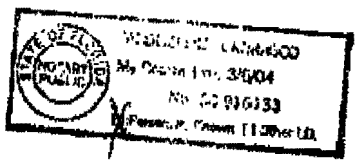
{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22 day of July, 2003 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____



Solivita Phase IID
Membership Fee Schedule
7/21/03

M:\LEGAL\HOUSING\SOLIVITA\CLUB PLAN\PHB SCHEDULES\ClubMFeeSch IID-2003.DOC

EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 65 of SOLIVITA – PHASE ID, according to the Plat thereof, recorded in Plat Book 122 at Page 9 of the Public Records of Polk County, Florida.

PROMINENT TITLE INSURANCE AGENCY, INC.
1012 WEST EMMETT STREET SUITE A
KISSIMMEE, FL 34741 ATTN: Justin Conner

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

INSTR # 2005008395
BK 06049 PGS 1090-1094 PG(s)5
RECORDED 01/12/2005 09:56:57 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY N Payne

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE 1E

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523, the Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1086, the Eighth Amendment to Solivita Declaration recorded in Official Records Book 5700 at Page 2128, the Ninth Amendment to Solivita Declaration recorded in Official Records Book 5720 at Page 1890, re-recorded in Official Records Book 5861 at Page 93, the Tenth Amendment to Solivita Declaration recorded in Official Records Book 5941 at Page 457 and the Eleventh Amendment to Solivita Declaration recorded in Official Records Book 6033 at Page 113 (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 84 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2005	$64
2006	$65
2007	$66
2008	$67
2009	$68
2010	$69
2011	$70
2012	$71
2013	$72
2014	$73
2015	$74
2016	$75
2017	$76
2018	$77
2019	$78
2020	$79
2021	$80
2022	$81
2023	$82
2024	$83
2025	$84
2026	$85
2027	$86
2028	$87
2029	$88
2030	$89
2031	$90
2032	$91
2033	$92
2034	$93

Thereafter, Club Membership Fees shall be $93 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 5th day of January, 2005.

WITNESSES:

Print Name: MARIO FIELDEN

Print Name: Rick Zamora

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman

Name: Dennis J. Getman

Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of January, 2005 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: November 4, 2006

NOTARY PUBLIC, State of Florida
Print name: MARIO O. FIGUERA



EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 84, inclusive, of SOLIVITA – PHASE IE, according to the Plat thereof, as recorded in Plat Book 128 at Pages 27-30 the Public Records of Polk County, Florida.

INSTR # 2001164951
OR BK 04804 PG 2009
RECORDED 09/20/2001 03:34 PM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK L Rajtaba

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
DUANE, MORRIS & HECKSCHER LLP
200 SOUTH BISCAYNE BLVD., SUITE 3410
MIAMI, FLORIDA 33131

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE
SOLIVITA PHASE IIA

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan (the "Club Plan") recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida.

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings

assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 81 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2002	$52
2003	$53
2004	$54
2005	$55
2006	$56
2007	$57
2008	$58
2009	$59
2010	$60
2011	$61
2012	$62
2013	$63
2014	$64
2015	$65
2016	$66
2017	$67
2018	$68
2019	$69
2020	$70
2021	$71
2022	$72
2023	$73
2024	$74
2025	$75
2026	$76
2027	$77
2028	$78
2029	$79
2030	$80

Thereafter, Club Membership Fees shall be $80 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

MIA\70920.2

3. Capital Contribution. A Capital Contribution of $100.00 per Home (or, in the case of a Builder, $100.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 11th day of September, 2001.

WITNESSES:

Print Name: MARIO FIELDER

Print Name: Gloria J. Jackson

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman
Name: DENNIS J. GETMAN
Title: Executive Vice President
Date: September 11, 2001

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 11th day of August, 2001 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: Tammy J. Knox

OFFICIAL NOTARY SEAL
TAMMY J KNOX
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC917722
MY COMMISSION EXPIRES 8/2/03

MIA\709202

EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 81 of SOLIVITA - PHASE IIA, according to the Plat thereof, recorded in Plat Book 115 at Page 9 of the Public Records of Polk County, Florida.

INSTR # 2001190390
OR BK 04824 PG 1094
RECORDED 10/16/2001 11:14 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK M Marian

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
DUANE, MORRIS & HECKSCHER LLP
200 SOUTH BISCAYNE BLVD., SUITE 3410
MIAMI, FLORIDA 33131

RETURN TO: OFFICE BOX
Prominent Title Insurance Agency, Inc.
897 Towne Center Drive
Polk City, FL 34769

K-

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE
SOLIVITA PHASE IIB

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida (collectively, the "Club Plan")

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 192 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2002	$52
2003	$53
2004	$54
2005	$55
2006	$56
2007	$57
2008	$58
2009	$59
2010	$60
2011	$61
2012	$62
2013	$63
2014	$64
2015	$65
2016	$66
2017	$67
2018	$68
2019	$69
2020	$70
2021	$71
2022	$72
2023	$73
2024	$74
2025	$75
2026	$76
2027	$77
2028	$78
2029	$79
2030	$80

Thereafter, Club Membership Fees shall be $80 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

MIA\73097.3

Solivita Phase IIB
Membership Fee Schedule
10/12/01

3. Capital Contribution. A Capital Contribution of $100.00 per Home (or, in the case of a Builder, $100.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 8th day of October, 2001.

WITNESSES:

Print Name: Tammy Knox

Print Name: Gloria J. Jackson

AVATAR PROPERTIES INC., a Florida corporation

By: _____

Name: DENNIS J. GETMAN

Title: Executive Vice President

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 8th day of October, 2001 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: March 8, 2003

NOTARY PUBLIC, State of Florida

Print name: Tammy J. Knox

MIA\73997.2

OFFICIAL NOTARY SEAL
TAMMY J KNOX
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. CC909722
MY COMMISSION EXPIRES MAR. 8, 2003

Solivita Phase IIB
Membership Fee Schedule
10/1/01

EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 82 through 273 of SOLIVITA - PHASE IIB, according to the Plat thereof, recorded in Plat Book 115 at Page 34 of the Public Records of Polk County, Florida.

INSTR # 2002173183
BK 05123 PG 1942
RECORDED 09/26/2002 02:17:13 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 24.00
RECORDED BY T Tierney

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
DUANE, MORRIS & HECKSCHER LLP
200 SOUTH BISCAYNE BLVD., SUITE 3410
MIAMI, FLORIDA 33131

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE IIC and IID

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, and that Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442 of the Public Records of Polk County, Florida (collectively, the "Club Plan")

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

M:\DAILY\OSTMAN\SOL\VITA\LegalDocs\ClubMFeeSch-IIC&D2002.DOC

PROMINENT TITLE INS AGENCY INC
897 TOWNE CENTER DR
POINCIANA, FL 34759

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 420 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2002	$62
2003	$63
2004	$64
2005	$65
2006	$66
2007	$67
2008	$68
2009	$69
2010	$70
2011	$71
2012	$72
2013	$73
2014	$74
2015	$75
2016	$76
2017	$77
2018	$78
2019	$79
2020	$80
2021	$81
2022	$82
2023	$83
2024	$84
2025	$85
2026	$86
2027	$87
2028	$88
2029	$89
2030	$90

2031	$91
2032	$92

Thereafter, Club Membership Fees shall be $92 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 10th day of September, 2002.

WITNESSES:

Mario Fielder
Print Name: Mario Fielder

Carol A Brydon
Print Name: CAROLE A. Brydon

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman
Name: Dennis J. Getman

Title: Executive Vice President

[SEAL]

M:\DAILY\GETMAN\SOLIVITA\LegalDocs\ClubMFee3ch-IIC&D2002.DOC

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of September, 2002 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: CAROLE A. BRYDON

CAROLE A. BRYDON
MY COMMISSION # DD 015941
EXPIRES: June 17, 2006
Bonded Thru Notary Public Underwriters

M:\DAL\YGETMAN\SOLIVITA\Legal Docs\Club Member Sch. IIC&D2002.DOC

Solivita Phase IIC and IID
Membership Fee Schedule
09/10/02

EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 274 through 475 and Lots 646 through 659 of SOLIVITA - PHASE IIC, according to the Plat thereof, recorded in Plat Book 118 at Page 12 of the Public Records of Polk County, Florida.

Lots 476 through 645 and Lots 660 through 695 of SOLIVITA - PHASE IID, according to the Plat thereof, recorded in Plat Book 118 at Page 17 of the Public Records of Polk County, Florida.

INSTR # 2004201291
BK 05941 PGS 0461-0465 PG(s)5
RECORDED 10/05/2004 10:17:43 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY S Wiggins

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

RETURN TO:
PROMINENT TITLE INSURANCE AGENCY, INC.
1012 WEST EMMETT STREET SUITE A
KISSIMMEE, FL 34741

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE IIIA

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523, the Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1086, the Eighth Amendment to Solivita Declaration recorded in Official Records Book 5700 at Page 2128 and that Ninth Amendment to Solivita Declaration recorded in Official Records Book 5720 at Page 1890, re-recorded in Official Records Book 5861 at Page 93 (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 408 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2004	$74
2005	$75
2006	$76
2007	$77
2008	$78
2009	$79
2010	$80
2011	$81
2012	$82
2013	$83
2014	$84
2015	$85
2016	$86
2017	$87
2018	$88
2019	$89
2020	$90
2021	$91
2022	$92
2023	$93
2024	$94
2025	$95
2026	$96
2027	$97
2028	$98
2029	$99
2030	$100
2031	$101
2032	$102
2033	$103

Thereafter, Club Membership Fees shall be $103 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 28th day of September, 2004.

WITNESSES:

Print Name: MAID FIELDER

Print Name:

AVATAR PROPERTIES INC., a Florida corporation

By:
Name: Dennis J. Getman
Title: Executive Vice President

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28th day of September, 2004 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:
November 4, 2006

NOTARY PUBLIC, State of Florida
Print name: MARIO O. FIELDER

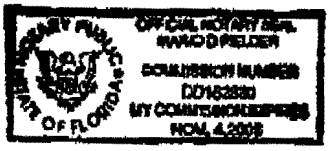


EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 83, inclusive, and Lots 283-507 of SOLIVITA – PHASE IIIA, according to the Plat thereof, as recorded in Plat Book 127 at Pages 10-13 the Public Records of Polk County, Florida.

RE PROMINENT TITLE INSURANCE AGENCY, INC.
1612 EAST EMMETT STREET SUITE A
KISSIMMEE, FL 34741

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

INSTR # 2005202983
BK 06358 PGS 0115-0120 PG(s)6
RECORDED 08/22/2005 04:02:54 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 52.50
RECORDED BY M Stevens

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASES IIIB AND VIA

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523, the Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1086, the Eighth Amendment to Solivita Declaration recorded in Official Records Book 5700 at Page 2128, the Ninth Amendment to Solivita Declaration recorded in Official Records Book 5720 at Page 1890, re-recorded in Official Records Book 5861 at Page 93, the Tenth Amendment to Solivita Declaration recorded in Official Records Book 5941 at Page 457, the Eleventh Amendment to Solivita Declaration recorded in Official Records Book 6033 at Page 113, that Twelfth Amendment to Solivita Declaration recorded in Official Records Book 6049 at Page 1086 and that Thirteenth Amendment to Solivita Declaration recorded in Official Records Book 6340 at Page 2158 (collectively, the "Amendments"), all of the Public Records of Polk County, Florida. The Original Declaration together with the Amendments shall hereinafter be referred to as the

"Declaration." (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 and Exhibit 2 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land described in Exhibit 1 will contain up to 199 Homes and Exhibit 2 will contain up to 120 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land described in Exhibit 1 shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2005	$74
2006	$75
2007	$76
2008	$77
2009	$78
2010	$79
2011	$80
2012	$81
2013	$82
2014	$83
2015	$84
2016	$85
2017	$86
2018	$87
2019	$88
2020	$89
2021	$90
2022	$91
2023	$92
2024	$93
2025	$94
2026	$95
2027	$96
2028	$97
2029	$98
2030	$99
2031	$100

2032	$101
2033	$102
2034	$103

Thereafter, Club Membership Fees shall be $103 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

Each Home within the Affected Land described in Exhibit 2 shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2005	$75
2006	$76
2007	$77
2008	$78
2009	$79
2010	$80
2011	$81
2012	$82
2013	$83
2014	$84
2015	$85
2016	$86
2017	$87
2018	$88
2019	$89
2020	$90
2021	$91
2022	$92
2023	$93
2024	$94
2025	$95
2026	$96
2027	$97
2028	$98
2029	$99
2030	$100
2031	$101
2034	$102
2035	$103
2034	$104

Thereafter, Club Membership Fees shall be $104 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder,

$150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 5th day of August, 2005.

WITNESSES:

Print Name: Maria Fielder

Print Name: Hilda V. Nodarse

AVATAR PROPERTIES INC., a Florida corporation

By: _____

Name: Dennis J. Getman

Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 5th day of August, 2005 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:
November 4, 2006

NOTARY PUBLIC, State of Florida
Print name: MARIO O. FIZAOR



EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 84 through 282, inclusive, of SOLIVITA – PHASE IIIB, according to the Plat thereof, as recorded in Plat Book 131 at Pages 36-39 the Public Records of Polk County, Florida.

EXHIBIT 2

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 120, inclusive, of SOLIVITA – PHASE VIB, according to the Plat thereof, as recorded in Plat Book 131 at Pages 30-35 the Public Records of Polk County, Florida.

INSTR # 2002190090
BK 05148 PG 1041
RECORDED 10/22/2002 11:31:46 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 24.00
RECORDED BY L Mujtaba

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE IVA

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, and the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida (collectively, the "Club Plan")

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

M:\DAILY\GETMAN\SOLIVITA\Legal\Docs\Club\MFS\SolIVA-2002.DOC

R-
PROMINENT TITLE INS AGENCY INC
897 TOWNE CENTER DR
POINCIANA, FL 34759

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 92 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2002	$62
2003	$63
2004	$64
2005	$65
2006	$66
2007	$67
2008	$68
2009	$69
2010	$70
2011	$71
2012	$72
2013	$73
2014	$74
2015	$75
2016	$76
2017	$77
2018	$78
2019	$79
2020	$80
2021	$81
2022	$82
2023	$83
2024	$84
2025	$85
2026	$86
2027	$87
2028	$88
2029	$89

2030	$90
2031	$91
2032	$92

Thereafter, Club Membership Fees shall be $92 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 10th day of October, 2002.

WITNESSES:

Mario Fielder
Print Name: Mario Fielder

Carole A Bryden
Print Name: Carole A. Bryden

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J Getman
Name: Dennis J Getman

Title: Executive Vice President

[SEAL]

M:\DAILY\GETMAN\BOLIVIT\AL\egal\Covs\Club\MF\vdfclb1VA-2002.DOC

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of October, 2002 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: Carole A. Brydon

CAROLE A. BRYDON
MY COMMISSION # DD 015941
EXPIRES: June 17, 2005
Bonded Thru Notary Public Underwriters

M:\DATA\JVGETMAN\SOLEVITA\LegalDocs\ClubMFeeSch\IVA\2002.DOC

Solivita Phase IVA
Membership Fee Schedule
10/10/02

EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 1 through 92 of SOLIVITA – PHASE IVA, according to the Plat thereof, recorded in Plat Book 120 at Page 13 of the Public Records of Polk County, Florida.

INSTR # 2003052313
BK 05295 PG 1527
RECORDED 03/19/2003 11:40:20 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 24.00
RECORDED BY B Morris

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

R→ RETURN TO: (OFFICE BOX)
Prominent Title Insurance Agency, Inc.
897 Towne Center Drive
Poinciana, FL 34759
IVB

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE IVB

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida and the Fifth Amendment to Solivita Declaration recorded in Official Book 5148 at Page 1037 of the Public Records of Polk County, Florida (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 166 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2003	$63
2004	$64
2005	$65
2006	$66
2007	$67
2008	$68
2009	$69
2010	$70
2011	$71
2012	$72
2013	$73
2014	$74
2015	$75
2016	$76
2017	$77
2018	$78
2019	$79
2020	$80
2021	$81
2022	$82
2023	$83
2024	$84
2025	$85
2026	$86
2027	$87
2028	$88
2029	$89
2030	$90
2031	$91
2032	$92

Thereafter, Club Membership Fees shall be $92 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 7th day of March, 2003.

WITNESSES:

Maria Fielder
Print Name: MARIA FIELDER

Gloria Jackson
Print Name: Gloria Jackson

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman
Name: Dennis J. Getman

Title: Executive Vice President

{SEAL}

M:\LEGAL\HOUSING\SOLIVITA\CLUB PLAN\FEE SCHEDULES\ClubMFeeSch-IVB-2003.DOC

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 7th day of March, 2003 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: November 4, 2006

Mario Fielder
NOTARY PUBLIC, State of Florida
Print name: Mario Fielder



EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 12 through 177 of SOLIVITA – PHASE IVB, according to the Plat thereof, recorded in Plat Book 121 at Page 2 of the Public Records of Polk County, Florida.

PROMINENT TITLE INSURANCE
201 ALHAMBRA CIRCLE, 12TH FLOOR
CORAL GABLES, FL 33134
THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

INSTR # 2004048027
BK 05700 PGS 2132-2136 PG(s)5
RECORDED 03/11/2004 01:57:53 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 24.00
RECORDED BY M Stevens

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE IVC - SECTION 1

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523 and the Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1086 (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit I attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 76 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2004	$74
2005	$75
2006	$76
2007	$77
2008	$78
2009	$79
2010	$80
2011	$81
2012	$82
2013	$83
2014	$84
2015	$85
2016	$86
2017	$87
2018	$88
2019	$89
2020	$90
2021	$91
2022	$92
2023	$93
2024	$94
2025	$95
2026	$96
2027	$97
2028	$98
2029	$99
2030	$100
2031	$101
2032	$102
2033	$103

Thereafter, Club Membership Fees shall be $103 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 27th day of February, 2004.

WITNESSES:

Print Name: MARIO FIELDER

Print Name:

AVATAR PROPERTIES INC., a Florida corporation

By:
Name: Dennis J. Getman
Title: Executive Vice President

(SEAL)

STATE OF FLORIDA)

) SS.:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of February, 2004 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: November 4, 2004 _____ NOTARY PUBLIC, State of Florida

Print name: MARIO FIELDER



EXHIBIT A

LEGAL DESCRIPTION OF AFFECTED REAL PROPERTY:

Lot 1 – 65, inclusive, and Lots 429 – 439, inclusive, SOLIVITA – PHASE IVC SECTION 1, according to the official plat thereof as recorded in Plat Book 124, at Pages 15-18, Public Records of Polk County, Florida.

RETURN TO: (Office Box)
Prominent Title Insurance Agency, Inc.
897 Towne Center Drive
Poinciana, FL 34759 TITLE PLANT

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

INSTR # 2004060935
BK 05720 PGS 1894-1898 PG(s)5
RECORDED 03/30/2004 02:48:43 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 24.00
RECORDED BY M Stevens

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASE IVC, SECTION 2

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523, the Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1086 and the Eighth Amendment to Solivita Declaration recorded in Official Records Book 5700 at Page 2128 (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land will contain up to 363 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2004	$74
2005	$75
2006	$76
2007	$77
2008	$78
2009	$79
2010	$80
2011	$81
2012	$82
2013	$83
2014	$84
2015	$85
2016	$86
2017	$87
2018	$88
2019	$89
2020	$90
2021	$91
2022	$92
2023	$93
2024	$94
2025	$95
2026	$96
2027	$97
2028	$98
2029	$99
2030	$100
2031	$101
2032	$102
2033	$103

Thereafter, Club Membership Fees shall be $103 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 22nd day of March, 2004.

WITNESSES:

Print Name: MARIO FIGUERA

Print Name:

AVATAR PROPERTIES INC., a Florida corporation

By:
Name: Dennis J. Getman
Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22nd day of March, 2004 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: November 4, 2006

NOTARY PUBLIC, State of Florida
Print name: Mario Fielden

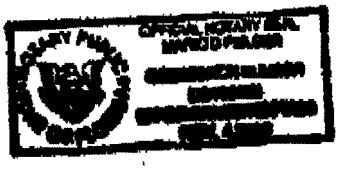


EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lots 66 through 428, inclusive, and Lot 440 of SOLIVITA – PHASE IVC, SECTION 2 according to the Plat thereof, as recorded in Plat Book 124 at Pages 33-38 the Public Records of Polk County, Florida.

PROMINENT TITLE INS AGENCY INC
1012 W EMMETT ST STE A
KISSIMMEE, FL 34741

THIS INSTRUMENT PREPARED BY:

DENNIS J. GETMAN, ESQ.
Avatar Properties Inc.
P.O. Box 023000
Miami, Florida 33102-3000

INSTR # 2005264348
BK 06467 PGS 0146-0150 PG(s)5
RECORDED 10/31/2005 10:37:34 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY J Harrison

SOLIVITA CLUB MEMBERSHIP FEE SCHEDULE

SOLIVITA PHASES VIB

AVATAR PROPERTIES INC., a Florida corporation ("Club Owner") hereby declares that a portion of Solivita, as more specifically set forth below, shall be subject to this Club Membership Fee Schedule.

RECITALS:

A. Club Owner is the owner of the Solivita Club described in that certain Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 in the Public Records of Polk County, Florida, as amended by the First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2008 of the Public Records of Polk County, Florida, that Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091 of the Public Records of Polk County, Florida, the Third Amendment to Solivita Declaration recorded in Official Records Book 4884 at Page 442, the Fourth Amendment to Solivita Club Plan recorded in Official Records Book 5123 at Page 1942 of the Public Records of Polk County, Florida, the Fifth Amendment to Solivita Declaration recorded in Official Records Book 5148 at Page 1037 of the Public Records of Polk County, Florida, the Sixth Amendment to Solivita Declaration recorded in Official Records Book 5295 at Page 1523, the Seventh Amendment to Solivita Declaration recorded in Official Records Book 5444 at Page 1086, the Eighth Amendment to Solivita Declaration recorded in Official Records Book 5700 at Page 2128, the Ninth Amendment to Solivita Declaration recorded in Official Records Book 5720 at Page 1890, re-recorded in Official Records Book 5861 at Page 93, the Tenth Amendment to Solivita Declaration recorded in Official Records Book 5941 at Page 457, the Eleventh Amendment to Solivita Declaration recorded in Official Records Book 6033 at Page 113, that Twelfth Amendment to Solivita Declaration recorded in Official Records Book 6049 at Page 1086, that Thirteenth Amendment to Solivita Declaration recorded in Official Records Book 6340 at Page 2158 and that Fourteenth Amendment to the Solivita Declaration recorded in Official Records Book 06358 at Page 0121(collectively, the "Amendments"), all of the Public Records of Polk

County, Florida. The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration." (collectively, the "Club Plan").

B. Pursuant to the Club Plan, Club Owner has the right, from time to time, to record Club Membership Fee Schedules in the Public Records of Polk County.

C. This Club Membership Fee Schedule affects the real property described on Exhibit 1 attached hereto and made a part hereof (the "Affected Land").

NOW, THEREFORE, Club Owner hereby declares that the Affected Land shall hereinafter be subject to this Club Membership Fee Schedule, which shall be a covenant running with the title to the Affected Land.

1. Definitions. All of the initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Club Plan.

2. Affected Land. It is anticipated, but not guaranteed, that the Affected Land described in Exhibit 1 will contain up to 102 Homes. The Affected Land is subject to the Club Plan. Each Home within the Affected Land described in Exhibit 1 shall be subject to Club Membership Fees as follows:

Year	Monthly Payment
2005	$75
2006	$76
2007	$77
2008	$78
2009	$79
2010	$80
2011	$81
2012	$82
2013	$83
2014	$84
2015	$85
2016	$86
2017	$87
2018	$88
2019	$89
2020	$90
2021	$91
2022	$92
2023	$93
2024	$94
2025	$95
2026	$96
2027	$97
2028	$98
2029	$99
2030	$100
2031	$101
2032	$102

2033	$103
2034	$104

Thereafter, Club Membership Fees shall be $104 per month and will not increase. Club Membership Fees are payable to Club Owner as provided in the Club Plan.

3. Capital Contribution. A Capital Contribution of $150.00 per Home (or, in the case of a Builder, $150.00 per Home that may be constructed on a Parcel) shall be paid to Club Owner as provided in the Club Plan.

4. Conflicts. In the event of any conflict between this Club Membership Fee Schedule and the Club Plan, this Club Membership Fee Schedule shall control. Whenever possible, this Club Membership Fee Schedule and the Club Plan shall be construed as a single document.

5. Amendment. Club Owner may amend this Club Membership Fee Schedule at any time with respect to any portion of the Affected Land owned by Club Owner.

6. Severability. Invalidation of any of the provisions of this Club Membership Fee Schedule by judgment or court order shall in no way affect any other provision, and the remainder of the Club Plan and this Club Membership Fee Schedule shall remain in full force and effect.

7. Headings. The headings within this Club Membership Fee Schedule are for convenience only and shall not be used to limit or interpret the terms hereof.

NOW THEREFORE, Avatar Properties Inc., a Florida corporation has set its signature and seal below this 17th day of October, 2005.

WITNESSES:

Print Name: MAIA FIELDEN

Print Name: Lisi Bello

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman

Name: Dennis J. Getman

Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17th day of October, 2005 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: November 4, 2006

NOTARY PUBLIC, State of Florida
Print name: MARIO D. FIELDER

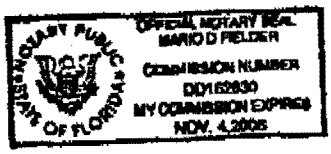


EXHIBIT 1

LEGAL DESCRIPTION OF AFFECTED LAND

Lot 1 through 102, inclusive, of SOLIVITA – PHASE VIB, according to the Plat thereof, recorded in Plat Book 133 at Pages 14-17 the Public Records of Polk County, Florida.

EXHIBIT 6

ASSESSMENT AGREEMENT

PREPARED BY AND RETURN TO:

PATRICIA KIMBALL FLETCHER, ESQ.
Zack Kosnitzky, P.A.
NationsBank Tower
100 Southeast 2nd Street
Suite 2800
Miami, FL 33131

Assessment Agreement

VILLAGE TEN ASSESSMENT AGREEMENT

THIS VILLAGE TEN ASSESSMENT AGREEMENT (this "Agreement") is entered into by and between the Association of Poinciana Villages, Inc., a Florida not for profit corporation ("APV") and the Poinciana Village Ten Association, Inc., a Florida not for profit corporation (the "Village Ten Association").

RECITALS

A. Avatar Properties, Inc., a Florida corporation ("Avatar") is in the process of developing a subdivision within Poinciana Subdivision (as hereinafter defined) which shall be known as Village Ten. Village Ten is or will be governed by Solivita Declaration (the "Village Ten Declaration").

B. Poinciana Village Ten Association, Inc., a Florida not for profit corporation (the "Village Ten Association") will be the association responsible for Village Ten.

C. The Village Ten Association will initially and for some period of years be under the complete control of Avatar.

D. The Village Ten Association will be providing many services to its residents that APV provides to other Villages within the Poinciana Subdivision.

E. In order to reflect that APV will provide substantially less services to Village Ten and to equitably prorate the assessments payable by Village Ten to APV, Avatar has agreed that it will cause the Village Ten Association to enter into this Agreement.

F. The Village Ten Association will pay for each Owner of a Lot with a Home (as such terms are defined in the Village Ten Declaration) other than Avatar or its affiliate corporations within Village Ten thirty-four percent (34%) of the uniform Assessments payable by property Owners in Villages One through Nine. Such reduced Assessment shall represent

an equitable proration of APV's expenses with regard to the reduced services Village Ten will receive from APV.

ACCORDINGLY, in consideration of $10.00, other good and valuable consideration and other agreements set forth herein, APV and the Village Ten Association hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and form a part of this Agreement.

2. Definitions. All the initially capitalized terms used in this Agreement shall have the meanings set forth below:

"Amended Articles" shall mean the Amended and Restated Articles of the APV as they exist on the date hereof.

"Assessments" shall mean any sum or sums of money payable to APV as authorized by the Governing Documents of APV or a Village Association.

"Board" shall mean the Board of Directors of APV.

"Lot" shall mean any parcel of land, platted or unplatted on which a residential dwelling may be built.

"Owner" shall mean any person or entity that owns a Lot that has been developed with one or more residences.

"Poinciana Subdivision" shall have the meaning set forth in the Restated Declaration.

"Restated Declaration" shall mean that certain Restated Declaration of Restrictions recorded or to be recorded in the Public Records of Polk County, Florida.

"Village" shall mean each portion of the Poinciana Subdivision which is under the jurisdiction of a Village Association.

"Village Association" shall mean the associations now or hereinafter governing the Villages as set forth in the Restated Declaration.

3. Obligation to Pay Assessments. The Village Ten Association shall pay to APV for each Lot developed into a residence which is owned by any Owner other than Avatar or its affiliate corporations within Village Ten thirty-four percent (34%) of the uniform Assessments payable by property Owners in Villages One through Nine. Such reduced Assessment shall represent an equitable proration of APV's expenses with regard to the reduced services that Village Ten will receive from APV. During the time that Avatar controls the Village Ten Association, the Village Ten Association agrees to pay such Assessments to APV in monthly installments based upon a determination of the Board of Directors of the APV (the "Board"), which the Board shall, from time

to time, but at least annually, fix. After Avatar no longer controls the Village Ten Association, the Village Ten Association shall pay such Assessments to APV in convenient installments as APV may direct. The Village Ten Association shall pay any Assessments due to APV within twenty (20) days of receipt by the Village Ten Association of APV's invoice and the Assessment shall be Association Expenses of Village Ten Association. In the event that Village Ten Association does not pay the Assessments due and payable to APV, APV shall have lien rights over all of Village Ten. The lien in favor of APV shall be released by APV as to individual Homes within Village Ten by the payment by a Home Owner of such Owner's pro rata share of the Assessment to APV.

4. Governing Law. This Agreement shall be interpreted according to the laws of the State of Florida, where all of the transactions, events and occurrences took place and where this Agreement has been negotiated and executed.

5. Integration Clause. This Agreement constitutes a complete agreement of all matters regarding the Village Ten Association's obligation to contribute towards Assessments. All prior discussions, negotiations and agreements have merged herein and are of no further force and effect. No party hereto has made any representation, promise or warranty to any other party hereto except as set forth in this Agreement.

6. Successors and Assigns. The terms of this Agreement are intended to, and shall, be binding upon and inure to the benefit of the parties' respective successors (whether successors in interest, successors in title or otherwise), assigns, grantees and transferees (whether said assigns, grantees and/or transferees be direct or remote).

7. Modification and Waiver. None of the terms of this Agreement shall be deemed to be modified, nor the rights of any party in regard to any such provision be deemed to be waived, unless such modification or waiver is expressly and directly reflected in a written instrument signed by the parties against whom enforcement of such modification or waiver is sought. In the event that a party does in fact execute a waiver as to the performance of an obligation by another party hereto, such waiver shall not constitute a waiver of any other obligation nor of any future or repeat or multiple performance of such obligation unless so expressly stated in the written waiver executed by the party charged with having so waived.

8. Severability. This Agreement is intended to be as broad and inclusive as Florida law permits. In the event that any term, provision, covenant or condition of this Agreement is found to be invalid, illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect as of this Agreement had been executed with the invalid portion eliminated.

9. Counsel. The parties agree that they have each engaged the services of legal counsel for the purpose of negotiating this Agreement. Each party has had an opportunity to review, and has reviewed, this Agreement in full, individually and with the assistance of counsel, and the Agreement shall not be construed in interpretation against any of the parties. The parties affirmatively represent that the Agreement is fair and executed freely.

10. Effective Date. This Agreement shall only come into effect upon the execution of this

Agreement by all parties hereto. No party shall be bound by this Agreement unless and until all the parties hereto have executed this Agreement.

11. Attorney Fees. In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to an award of attorney's fees, including any resulting appeals, and all costs associated with such dispute.

12. Counterparts. This Agreement may be executed in counterparts, a complete set of which shall form a single original document.

IN WITNESS WHEREOF, APV and the Village Ten Association have executed this Agreement as of this 31st day of August, 1999.

WITNESSES:

Print Name: B. Mason Blake

Print Name: Patricia Kimball Fletcher

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

By:
Name: Robert W. Roesch
Title: President
Date: August 31, 1999

[SEAL]

Print Name: Claudette C. Smith

Print Name: Kimberly Clark

POINCIANA VILLAGE TEN ASSOCIATION, INC., a Florida not for profit corporation

By:
Name: Ronald Cohen
Title: President
Date: 9/10/99

[SEAL]

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

The foregoing instrument was acknowledged before me this 31st day of August, 1999 by Robert W. Kovach, as President of Association of Poinciana Villages, Inc., a Florida not for profit corporation, who is personally known to me or who has produced N/A as identification.

My commission expires:

Patricia K Fletcher
NOTARY PUBLIC, State of Florida
Print name: Patricia Kimball Fletcher

PATRICIA KIMBALL FLETCHER
COMMISSION # CC 482035
EXPIRES OCT 31, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of September, 1999 by Harold Cohen, as President of Poinciana Village Ten Association, Inc., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

Kimberly Clark
NOTARY PUBLIC, State of Florida
Print name: _____

OFFICIAL NOTARY SEAL
KIMBERLY CLARK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC709929
MY COMMISSION EXP. JUNE 27, 2003

5

209 of 213

JOINDER AND CONSENT

AVATAR PROPERTIES INC., a Florida corporation, ("Avatar") hereby joins in the Village Ten Assessment Agreement to which this joinder is attached. At all times that Avatar controls the Village Ten Association, it shall cause the Village Ten Association to comply with the terms thereof.

WITNESSES:

Print Name: Kimberly Clark

Print Name: Christina A. Smith

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman
Name: Dennis Getman
Title: Executive Vice President

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9th day of September 1999 by Dennis T. Getman as Ex. Vice Pres. of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large
Print name: Kimberly Clark

OFFICIAL NOTARY SEAL
KIMBERLY CLARK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC709613
MY COMMISSION EXP. JUNE 23 2002

6

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption Agreement (the "**Agreement**") Agreement made as of this 25th day of April, 2006, by and between SOLIVITA COMMUNITY ASSOCIATION, INC., formerly known as POINCIANA VILLAGE TEN ASSOCIATION, INC., a Florida not for profit corporation ("**Assignor**") and VILLAGE TEN COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation ("**Assignee**").

RECITALS

WHEREAS, Assignor is a party to that certain Village Ten Assessment Agreement by and between Assignor and Association of Poinciana Villages, Inc., a Florida not for profit corporation, dated August 31, 1999 (the "**Assessment Agreement**").

WHEREAS, Assignor entered into Assessment Agreement and now wishes to assign all its rights and responsibilities under Assessment Agreement to Assignee.

AGREEMENTS

NOW THEREFORE, in consideration of the promises and conditions contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in, to and under the Assessment Agreement.

2. Assignee hereby assumes, from and after the date hereof, the Assessment Agreement and all of Assignor's obligations under the Assessment Agreement arising from and after the date hereof, and Assignee agrees to indemnify Assignor against and hold Assignor harmless from any and all costs, damages, liabilities and reasonable expenses including, without limitation, reasonable attorney's fees, imposed upon or incurred by Assignor by reason of Assignee's failure to perform any obligations under the Assessment Agreement arising from and after the date of this Agreement.

3. Assignor agrees to indemnify Assignee against and hold Assignee harmless from any and all costs, damages, liabilities and reasonable expenses including, without limitation, reasonable attorney's fees, imposed upon and incurred by Assignee by reason of Assignor's failure to perform any obligations under the Assessment Agreement arising prior to the date of this Agreement.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors in interest and assigns.

5. This Agreement may be executed in multiple counterparts, and all such executed counterparts shall constitute the same agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ASSIGNOR:

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

By: _____
Name: DENNIS J. GETMAN
Title: President
{SEAL}

ASSIGNEE:

VILLAGE TEN COMMUNITY
ASSOCIATION, INC.,
a Florida not for profit corporation

By: _____
Name: DENNIS J. GETMAN
Title: President
{SEAL}

DM2\679591.2

JOINDER

ASSOCIATION OF POINCIANA VILLAGES, INC.

ASSOCIATION OF POINCIANA VILLAGES, INC. does hereby join in the Assignment and Assumption, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of April, 2006.

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

By: _____
Name: DENNIS J. GETMAN
Title: Vice President
Vice President {SEAL}

DM2\679591.2

213 of 213

INSTR # 2001190389
OR BK 04824 PG 1091
RECORDED 10/16/2001 11:14 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK N Marion

PREPARED BY AND RETURN TO:

PATRICIA K. FLETCHER, ESQ.
Patricia Kimball Fletcher, P.A.
Duane, Morris & Heckscher LLP
200 South Biscayne Blvd., Suite 3410
Miami, Florida 33131

RETURN TO: Office Box
Prominent Title Insurance Agency, Inc.
897 Towne Center Drive
Pontciana, FL 34759

SECOND AMENDMENT TO SOLIVITA CLUB PLAN

THIS SECOND AMENDMENT TO SOLIVITA CLUB PLAN ("Second Amendment") is made by Avatar Properties Inc., a Florida corporation ("Avatar").

RECITALS

A. That certain Solivita Club Plan was recorded in Official Records Book 4510 at Page 1529 of the Public Records of Polk County, Florida ("Original Club Plan") respecting the recreational facilities located in the residential community in Polk County, Florida known as Solivita.

B. The Original Club Plan was amended by that certain First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2005 of the Public Records of Polk County, Florida (the "First Amendment"). The Original Club Plan together with the First Amendment shall hereinafter be referred to as the "Club Plan."

C. Section 32 of the Club Plan permits Avatar, as Club Owner, to amend the Club Plan without the joinder or consent of any person or entity whatsoever by the recording of an amendment to the Club Plan in the Public Records.

D. Avatar desires to amend the Club Plan as set forth herein

NOW THEREFORE, Avatar hereby declares that every portion of Solivita is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Conflicts. In the event that there is a conflict between this Second Amendment and the Club Plan, this Second Amendment shall control. Whenever possible, this Second Amendment, the Original Club Plan and the First Amendment shall be construed as a single document. Except as modified hereby, the Club Plan shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Club Plan, except that the following defined term is hereby modified:

> "Club Plan" shall mean the Original Club Plan, the First Amendment and this Second Amendment, together with all amendments and modifications thereof.

4. Addition of Property. The real property legally described on Exhibit 1 attached hereto and made a part hereof ("Additional Property") is hereby added to Exhibit B of the Club Plan and added to the definition of "Solivita." The Additional Property shall be subject to the Club Plan.

5. Covenant Running with the Land. The Second Amendment is a covenant running with all of Solivita, and shall be binding upon their successors and assigns.

IN WITNESS WHEREOF, the undersigned, being the Club Owner under the Club Plan, has hereunto set its hand and seal this 8th day of October, 2001.

WITNESSES:

Print Name: Tammy Knox

Print Name: Gloria J. Jackson

AVATAR PROPERTIES INC., a Florida corporation

By: Dennis J. Getman

Name: DENNIS J. GETMAN

Title: Executive Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 8th day of October, 2001 by Dennis J. Getman as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: March 8, 2003

NOTARY PUBLIC, State of Florida

Print name: _____

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION #
MY COMMISSION EXPIRES MAR 8 2003

MIA\73994.2

EXHIBIT 1

ADDITION TO EXHIBIT B OF THE CLUB PLAN

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY – SOLIVITA PHASE IIB

Lots 82 through 273 of SOLIVITA - PHASE IIB, according to the Plat thereof, recorded in Plat Book 115 at Page 34 of the Public Records of Polk County, Florida.

PREPARED BY AND RETURN TO:

MELISA R. BOROSS, ESQ.
AVATAR PROPERTIES INC.
201 ALHAMBRA CIRCLE, 12TH FLOOR
CORAL GABLES, FL 33134

PROMINENT TITLE
897 TOWNE CENTER DR
POINCIANA, FL 34759

INSTR # 200811138S
BK 07665 PGS 0040-0041 PG(s)2
RECORDED 06/30/2008 11:24:47 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY X Thao

THIRD AMENDMENT TO SOLIVITA CLUB

THIS THIRD AMENDMENT TO SOLIVITA CLUB PLAN (this "**Third Amendment**") is made by Avatar Properties Inc., a Florida corporation ("**Avatar**).

RECITALS

A. That certain Solivita Club Plan was recorded in Official Records Book 4510 at Page 1529, of the Public Records of Polk County, Florida (the "**Original Club Plan**") respecting the recreational facilities located in the residential community in Polk County, Florida known as Solivita.

B. The Original Club Plan was amended by that certain First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2005 and by that certain Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091, both of the Public Records of Polk County, Florida (collectively, the "**Amendments**"). The Original Club Plan together with the Amendments shall hereinafter be referred to as the "**Club Plan**").

C. Section 32 of the Club Plan permits Avatar, as Club Owner, to amend the Club Plan without the joinder or consent of any person or entity whatsoever by the recording of an amendment to the Club Plan in the Public Records.

D. Avatar desires to amend the Club Plan as set forth herein.

NOW THEREFORE, Avatar hereby declares that every portion of Solivita is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Conflicts. In the event that there is a conflict between this Third Amendment and the Original Club Plan or the Amendments, this Third Amendment shall control. Whenever possible, this Third Amendment, the Original Club Plan, and the Amendments shall be construed as a single document. Except as modified herein, the Original Club Plan and the Amendments shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Club Plan, except that the following defined term is hereby modified:

"**Declarant**" shall mean Avatar Properties Inc., a Florida corporation.

"**Declaration**" shall mean the Amended and Restated Solivita Declaration, recorded in Official Records Book 7191 at Page 1224, as amended from time to time and the Declaration for Solivita West recorded in Official Records Book 6774 at Page 294, as amended from time to time.

4. Covenant Running with the Land. This Third Amendment shall be a covenant running with all of Solivita, and shall be binding upon their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 24th day of June, 2008.

WITNESSES:

Maribel G. Pila
Print Name: Maribel G. Pila

Nora E. Sanchez
Print Name: NORA E. SANCHEZ

AVATAR PROPERTIES INC.,
a Florida corporation,

By: Patricia K Fletcher
Name: Patricia Kimball Fletcher
Title: Executive Vice President

(SEAL)

STATE OF FLORIDA)
)SS.:
COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 24th day of June, 2008 by Patricia Kimball Fletcher as Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced N/A as identification, on behalf of the corporation.

My commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

Maribel G. Pila
NOTARY PUBLIC
State of Florida at Large
Print name: Maribel G. Pila