INSTR # 2019099985
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05/15/2019 04:22:31 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Melisa Boross Konderik, Esq.
AV Homes
4900 N. Scottsdale Road
Suite 2000
Scottsdale, AZ 85251

FIFTH AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION FOR SOLIVITA™

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION FOR SOLIVITA™ (this "**Fifth Amendment**") is made this 14th day of May, 2019, by Avatar Properties Inc., a Florida corporation ("**Developer**") and joined in by Solivita Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

RECITALS

A. That certain Amended and Restated Master Declaration for Solivita™ was recorded in Official Records Book 9142 at Page 1843 through 2018, as amended by virtue of that certain First Amendment to Amended and Restated Master Declaration for Solivita™ recorded in Official Records Book 9811 at Page 570, Second Amendment to Amended and Restated Master Declaration for Solivita™ recorded in Official Records Book 9952 at Page 41, Third Amendment to Amended and Restated Master Declaration for Solivita™ recorded in Official Records Book 10401 at Page 1687, and the Fourth Amendment to Amended and Restated Master Declaration for Solivita™ recorded in Official Records Book 10668 at Page 55, all of the Public Records of Polk County, Florida (collectively, the "**Amended and Restated Master Declaration**") respecting the residential community known as Solivita ("**Community**").

B. Section 5.3 of the Amended and Restated Master Declaration provides that, prior to the Turnover Date (as defined in the Amended and Restated Master Declaration), Developer, shall have the right to amend the Amended and Restated Master 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 6.1 of the Amended and Restated Master Declaration provides that, prior to the Turnover Date (as defined in the Amended and Restated Master Declaration), Developer 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 Amended and Restated Master Declaration. The Turnover Date has not yet occurred.

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

NOW THEREFORE, Developer 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 Fifth Amendment.

2. Conflicts. In the event that there is a conflict between this Fifth Amendment and the Amended and Restated Master Declaration, this Fifth Amendment shall control. Whenever possible, this Fifth Amendment together with the Amended and Restated Master Declaration

shall be construed as a single document. Except as modified hereby, the Amended and Restated Master 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 Master Declaration, except that the defined terms are hereby modified as follows:

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

4. Annexation. The real property described in **Exhibit A** attached hereto is hereby annexed into and made a part of the real property described in **Exhibit 1** of the Amended and Restated Master Declaration and, as such, is part of the Community and is subject to the provisions of the Declaration and the jurisdiction of the Association.

5. Legal Description. The real property described in **Exhibit 1** of the Amended and Restated Master Declaration is hereby deleted in its entirety and replaced with the real property described in **Exhibit B** attached hereto.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of this 14th day of May, 2019.

WITNESSES:

Print Name: Denise Brown

Print Name: Julia A. Aragona

AVATAR PROPERTIES INC.,
a Florida corporation

By: _____
Name: ~~LAURA DIANNE MCPHERSON~~
Title: Vice President - Daniel J. Fitzpatrick

{SEAL}

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

- Daniel J. Fitzpatrick

The foregoing was acknowledged before me this 14th day of May, 2019 by ~~LAURA DIANNE MCPHERSON~~, as Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC
State of Florida at Large
Print name: Denise Ann Brown

DENISE ANN BROWN
Notary Public - State of Florida
Commission # GG 279167
My Comm. Expires Mar 17, 2023
Bonded through National Notary Assn.

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JOINDER

SOLIVITA COMMUNITY ASSOCIATION, INC.

SOLIVITA COMMUNITY ASSOCIATION, INC. ("**Association**") does hereby join in the Fifth Amendment to the Amended and Restated Master Declaration for Solivita™ (the "**Fifth 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 Fifth Amendment, as Association has no right to approve the Fifth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of May, 2019.

WITNESSES:

Denise Brown

Print Name: Denise Brown

Daryl Roe

Print Name: Daryl Roe

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

By: _____

Name: MATTHEW YOUNG

Title: President

{SEAL}

STATE OF FLORIDA)
) **SS.:**
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 14th day of May, 2019, by MATTHEW YOUNG as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

DENISE ANN BROWN
Notary Public - State of Florida
Commission # GG 279167
My Comm. Expires Mar 17, 2023
Bonded through National Notary Assn.

Denise Ann Brown

NOTARY PUBLIC
State of Florida at Large

Print Name Denise Ann Brown

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EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY (PLATS) BEING ANNEXED

All of the property within the plat of **Solivita–Phase 5E-W**, according to the plat thereof, as recorded in Plat Book 171 at Page 13, of the Public Records of Polk County, Florida;

and

All of the property within the plat of **Solivita–Phase 5H–Unit 1**, according to the plat thereof, as recorded in Plat Book 171 at Pages 37 through 43, inclusive, of the Public Records of Polk County, Florida.

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EXHIBIT B
LEGAL DESCRIPTION FOR SOLIVITA

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

1. Solivita Phase 1, according to the plat thereof, as recorded in Plat Book 112 at Page 1;
2. Solivita Phase 1C, according to the plat thereof, as recorded in Plat Book 155 at Page 44;
3. Solivita Phase 1D, according to the plat thereof, as recorded in Plat Book 122 at Page 9;
4. Solivita Phase 1E, according to the plat thereof, as recorded in Plat Book 128 at Page 27;
5. Solivita Phase 1-F Unit 1, according to the plat thereof, as recorded in Plat Book 158 at Page 46;
6. Solivita Phase 1-F Unit 2, according to the plat thereof, as recorded in Plat Book 160 at Page 14;
7. Solivita Phase 1H, according to the plat thereof, as recorded in Plat Book 153 at Page 14;
8. Solivita Phase 1H- Unit 2, according to the plat thereof, as recorded in Plat Book 154 at Page 41;
9. Solivita Phase 1H Unit 3, according to the plat thereof, as recorded in Plat Book 157 at Page 9;
10. Solivita Phase 2A, according to the plat thereof, as recorded in Plat Book 115 at Page 9;
11. Solivita Phase 2B, according to the plat thereof, as recorded in Plat Book 115 at Page 34;
12. Solivita Phase 2C, according to the plat thereof, as recorded in Plat Book 118 at Page 12;
13. Solivita Phase 2D, according to the plat thereof, as recorded in Plat Book 118 at Page 17;
14. Solivita Phase 3A, according to the plat thereof, as recorded in Plat Book 127 at Page 10;
15. Solivita Phase 3B, according to the plat thereof, as recorded in Plat Book 131 at Page 36;
16. Solivita Phase 4A, according to the plat thereof, as recorded in Plat Book 120 at Page 13;
17. Solivita Phase 4B, according to the plat thereof, as recorded in Plat Book 121 at Page 2;
18. Solivita Phase 4C Section 1, according to the plat thereof, as recorded in Plat Book 124 at Page 15;
19. Solivita Phase 4C Section 2, according to the plat thereof, as recorded in Plat Book 124 at Page 33;
20. Solivita Phase 5-A, according to the plat thereof, as recorded in Plat Book 165 at Page 10;
21. Solivita–Phase 5E–S, according to the plat thereof, as recorded in Plat Book 169 at Page 42;
22. Solivita–Phase 5E–W, according to the plat thereof, as recorded in Plat Book 171 at Page 13;
23. Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1;
24. Solivita Phase 5F – Unit 1, according to the plat thereof, as recorded in Plat Book 154 at Page 1 as replatted in its entirety by virtue of that certain plat of Solivita Phase 5F Unit 1 Replat, according to the plat thereof, as recorded in Plat Book 157 at Page 33;

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25. Solivita–Phase 5H–Unit 1, according to the plat thereof, as recorded in Plat Book 171 at Page 37;

26. Solivita Phase 5I, according to the plat thereof, as recorded in Plat Book 158 at Page 1;

27. Solivita Phase 5J, according to the plat thereof, as recorded in Plat Book 157 at Page 10;

28. Solivita Phase 6A, according to the plat thereof, as recorded in Plat Book 131 at Page 30;

29. Solivita Phase 6B, according to the plat thereof, as recorded in Plat Book 133 at Page 14;

30. Solivita Phase 7A, according to the plat thereof, as recorded in Plat Book 134 at Page 20;

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

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

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

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

35. Solivita Phase 7E- Unit 1, according to the plat thereof, as recorded in Plat Book 155 at Page 9;

36. Solivita Phase 7E- Unit 2, according to the plat thereof, as recorded in Plat Book 155 at Page 13;

37. Solivita Phase 7F, according to the plat thereof, as recorded in Plat Book 161 at Page 7.

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

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

40. Solivita Phase 7G- Unit 2, according to the plat thereof, as recorded in Plat Book 155 at Page 4; and

41. Solivita Boulevard, according to the plat thereof, as recorded in Plat Book 164 at Page 17.

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