

43. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer 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 at Developer's option recorded in the Public Records.

44. Senior Housing Restrictions.

44.1 General. The Homes within Solivita are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Section 44 are intended to be consistent and are set forth in order to comply with the Federal Fair Housing Amendments Act, 42 U.S.C. §3601, et seq. (1988), and the exemption therefrom provided by the Housing for Older Persons Act of 1995, 42 U.S.C. §3607(b)(2)(c), (as may be amended from time to time, the "**Act**"). Developer or the Association shall have the power to amend this Section 44 without the consent of the Owners in order to make this Section 44 consistent with the Act, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, and any local ordinances regarding age restrictions, in order to maintain the intent and enforceability of this Section. The Association must ensure that at least 80% of the Homes shall be occupied by at least one person fifty-five (55) years of age or older per Home.

44.2 Restrictions on Occupancy.

44.2.1 Each occupied Home within Solivita shall at all times have as a permanent occupant therein at least one person who is fifty-five (55) years of age or older (the "**Qualifying Occupant**"); provided, in the event of the death of a person who was the sole Qualifying Occupant of a Home, the spouse of such Qualifying Occupant may continue to occupy the Home as long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy.

44.2.2 No persons who have yet to attain eighteen (18) years of age shall be permitted to reside in any Home within Solivita except as provided herein. Children under eighteen (18) years of age may be permitted to visit and temporarily reside in a home provided that such temporary residence shall not exceed thirty (30) days in any one calendar year. Only an Owner and his or her Immediate Family Members who are eighteen (18) years of age or older may permanently reside in a residence.

44.2.3 Any Owner may request in writing that the Board of Directors make an exception to the requirements of this Section 44 with respect to his or her Home, and the Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act still would be met.

44.2.4 Notwithstanding any provision of this Master Declaration to the contrary, the Board of Directors shall not allow any exception to the requirements of this Section 44 if the granting of such exception is, in the sole opinion of the Board of Directors, likely to result in less than eighty percent (80%) of the Homes being occupied by at least one person of the age of fifty-five (55) years or older. Further, the Board of Directors shall adopt such policies and procedures as it shall reasonably determine to be necessary to ensure that at least eighty

percent (80%) of the Homes shall be occupied by at least one person of the age of fifty-five (55) years or older.

44.3 Sale, Lease or Transfer. Nothing in this Section 44 is intended to restrict the ownership of or transfer of title to any Home; provided no Owner may occupy his or her Home unless the requirements of this Section 44 are met nor shall any Owner permit occupancy of the Home in violation of this Section 44. 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 Lessee or purchaser. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older. Every lease of a Home shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

44.4 Change in Occupancy; Notification of Association. In the event of any proposed change in occupancy of any Home, as a result of a transfer of title, a lease or sublease, an assignment, a birth or death, change in marital status, vacancy, change in location of permanent residence, 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 as 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. In the event an Owner fails to notify the Board and provide all required information and obtain Association approval: (i) prior to a voluntary change in occupancy, or (ii) within ten (10) days after an involuntary change in occupancy, the Association shall be authorized to levy monetary fines against the Owner and the Home for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupant continues to meet the requirements of this Section 44, in addition to all other remedies available to the Association under this Master Declaration. Any such fines shall be imposed in accordance with the requirements of this Master Declaration.

44.5 Monitoring Age Compliance by Association and 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 44 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. The Board shall adopt policies, procedures and rules to monitor and maintain compliance with this Section 44, including policies regarding visitors, updating of age records, granting of exemptions, and enforcement. The Association shall periodically distribute such policies, procedures and rules to Owners and make copies available to Owners and their tenants and mortgagees upon reasonable request.

44.6 Enforcement of Provisions. Association shall have the power and authority to enforce this Section 44 through all of the rights and remedies available to it pursuant to this Master Declaration and in any other legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which do 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 truthfully 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 44.

44.7 Hold Harmless by Owners. Each Owner shall be responsible for ensuring compliance of his or her Home with the requirements and restrictions of this Section and the rules of the Master Declaration adopted hereunder. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT OR HOME, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION AND THE DEVELOPER HARMLESS FROM ANY AND ALL CLAIMS, EXPENSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM THE FAILURE OF SUCH OWNER TO COMPLY WITH THIS SECTION 44.

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

45.3 Execution of Documents. Developer's plan of development for Solivita (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 Developer, Developer, 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 Developer, 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, expansion, contraction or

termination of a special taxing district or community development 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 Master 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 Master Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Master 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 of Polk County, Florida which affect Solivita (collectively, the "**Title Documents**").

Developer's plan of development for Solivita may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER 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 Developer, Developer, 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 Developer, 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:

45.6.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

45.6.2 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 Developer under the Title Documents unless otherwise provided by Developer by amendment to this Master Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

45.7 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Master Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas is defective in any respect, Association shall give written notice to Developer

detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer 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 Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy. This Section shall not be amended, except by Developer.

46. Plan of Development. Developer reserves the right to change all plans and site plans for Solivita. Subject to the Title Documents, Developer may wish and has the right to develop Solivita and adjacent property owned by Developer 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 Developer hereunder, has hereunto to set its hand and seal this 13th day of December, 2013.

WITNESSES:

AVATAR PROPERTIES INC.,
a Florida corporation

Tami Delgado
Print Name: Tami Delgado

By: Anthony S. Iorio
Name: Anthony S. Iorio
Title: Vice President

Kaye Burchenson
Print Name: Kaye Burchenson

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

The foregoing instrument was acknowledged before me this 13th day of December, 2013 by Anthony S. Iorio as 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: 7/26/2016

Kaye Burchenson
NOTARY PUBLIC, State of Florida
Print Name: Kaye Burchenson



KAYE BURCHENSON
MY COMMISSION # EE 220083
EXPIRES: July 26, 2016
Bonded Thru Budget Notary Services

EXHIBIT 1
LEGAL DESCRIPTION OF SOLIVITA COMMUNITY

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 1D, according to the plat thereof, as recorded in Plat Book 122 at Page 9;
3. Solivita Phase 1E, according to the plat thereof, as recorded in Plat Book 128 at Page 27;
4. Solivita Phase 1H, according to the plat thereof, as recorded in Plat Book 153 at Page 14;
5. Solivita Phase 2A, according to the plat thereof, as recorded in Plat Book 115 at Page 9;
6. Solivita Phase 2B, according to the plat thereof, as recorded in Plat Book 115 at Page 34;
7. Solivita Phase 2C, according to the plat thereof, as recorded in Plat Book 118 at Page 12;
8. Solivita Phase 2D, according to the plat thereof, as recorded in Plat Book 118 at Page 17;
9. Solivita Phase 3A, according to the plat thereof, as recorded in Plat Book 127 at Page 10;
10. Solivita Phase 3B, according to the plat thereof, as recorded in Plat Book 131 at Page 36;
11. Solivita Phase 4A, according to the plat thereof, as recorded in Plat Book 120 at Page 13;
12. Solivita Phase 4B, according to the plat thereof, as recorded in Plat Book 121 at Page 2;
13. Solivita Phase 4C Section 1, according to the plat thereof, as recorded in Plat Book 124 at Page 15;
14. Solivita Phase 4C Section 2, according to the plat thereof, as recorded in Plat Book 124 at Page 33;
15. Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1;
16. Solivita Phase 5F – Unit 1, according to the plat thereof, as recorded in Plat Book 154 at Page 1;
17. Solivita Phase 6A, according to the plat thereof, as recorded in Plat Book 131 at Page 30;
18. Solivita Phase 6B, according to the plat thereof, as recorded in Plat Book 133 at Page 14;
19. Solivita Phase 7A, according to the plat thereof, as recorded in Plat Book 134 at Page 20;

20. Solivita Phase 7B1, according to the plat thereof, as recorded in Plat Book 136 at Page 14;
21. Solivita Phase 7B2, according to the plat thereof, as recorded in Plat Book 136 at Page 39;
22. Solivita Phase 7C, according to the plat thereof, as recorded in Plat Book 136 at Page 3;
23. Solivita Phase 7D, according to the plat thereof, as recorded in Plat Book 137 at Page 9;
24. Solivita Phase 7G 1, according to the plat thereof, as recorded in Plat Book 143 at Page 13; and
25. Solivita Phase 7G Unit 1, according to the plat thereof, as recorded in Plat Book 153 at Page 36.

EXHIBIT 2
LEGAL DESCRIPTION OF THE COURTYARDS AT MONTELENA

All of the plat of Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1, of the Public Records of Polk County, Florida.

EXHIBIT 3
AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

SOLIVITA COMMUNITY ASSOCIATION, INC.

FILED
2013 DEC 13 PM 12:05
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

To the Department of State
State of Florida

Pursuant to the provisions of the Florida Not for Profit Corporation Act, the corporation hereinafter named (the "Corporation"), does hereby amend and restate its Articles of Incorporation.

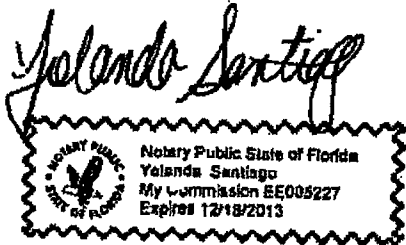
1. The name of the Corporation is SOLIVITA COMMUNITY ASSOCIATION, INC.
2. The text of the Second Amended and Restated Articles of Incorporation of the Corporation is annexed hereto and made a part hereof.

CERTIFICATE

It is hereby certified that:

1. The name under which the original articles of incorporation of the Corporation were filed with the Secretary of State of the State of Florida is: Solivita Community Association, Inc.
2. The date of filing of the Corporation's original articles of incorporation is September 21, 1999.
3. These Second Amended and Restated Articles of Incorporation (a) amend and restate the provisions of the Articles of Incorporation of the Corporation and (b) were duly adopted by the members of the Board of Directors of the Corporation on November 26, 2013.
4. There are no members of the Corporation who are entitled to vote on this amendment and restatement of the articles of incorporation of the Corporation.

Executed on November 26th, 2013.



SOLIVITA COMMUNITY ASSOCIATION,
a Florida corporation not for profit

By: Anthony S. Norio
Name: Anthony S. Norio
Title: President

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

SOLIVITA COMMUNITY ASSOCIATION, INC.

(a FLORIDA CORPORATION NOT-FOR-PROFIT)

WPB_ACTIVE 5399966.3

**SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SOLIVITA COMMUNITY ASSOCIATION, INC.
(a Florida Corporation Not For Profit)**

FILED

2013 DEC 13 PM 12:05

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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. (the "Association").
2. Principal Office. The initial principal office of the Association is at the offices of Avatar Properties Inc. dba AV Homes, which is located at 395 Village Drive, Kissimmee, FL 34759.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 395 Village Drive, Poinciana, FL 34759. The name of the registered agent of the Association is Laura Ziff.
4. Definitions. A declaration entitled Amended and Restated Master Solivita Declaration™ (as amended and amended and restated from time to time, the "Declaration") has been recorded among the Public Records of 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 the Association. The Association is formed to:
 - 5.1 Provide for the ownership, operation, maintenance and preservation of the Common Areas and improvements thereon.
 - 5.2 Perform the duties delegated to it in the Declaration.
 - 5.3 Administer the interests of the Association and the Owners.
 - 5.4 Promote the health, safety and welfare of the Owners.
6. Not-for-Profit. The Association is a Florida corporation not for profit and does not contemplate pecuniary gain to, or profit for, its members.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in applicable law, the Declaration and the Club Plan, have all powers, privileges, and duties allowed by law and/or which are reasonably necessary to discharge its obligations, including, without limitation, the following:
 - 7.1 To perform all the duties and obligations of the Association as set forth in the Declaration, these Articles of Incorporation, and the By-Laws.

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

7.3 To operate and maintain the portion of the Surface Water Management System, if any, contained within or affecting the Common Areas, 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 Second Amended and Restated Articles of Incorporation, and the By-Laws.

7.5 To pay all Association Expenses including, without limitation, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of the 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 Common Areas) in connection with the functions of the Association, except as limited by the Declaration.

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 Common Areas 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 set forth in the Declaration, if any.

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

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

7.12 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida that, as a homeowners' association, operates a community may, now or hereafter, have or exercise, including all powers under Chapters 617 and 720, Florida Statutes, both as they exist as of the date of this Amendment and both as may be amended from time to time.

7.13 To employ personnel and retain independent contractors to contract for management of the Association, Solivita and the Common Areas provided in the Declaration, and to delegate in such contract all or any part of the powers and duties of the Association.

7.14 To contract for services to be provided to, or for the benefit of, the Association Club Owner, Owners, the Common Areas, and Solivita, as provided in the Declaration including,

without limitation, Telecommunication Services, maintenance, garbage pick-up, and utility services. The foregoing rights shall not be deemed to impose any obligation on the Association to provide such services. Neither the Board of Directors of the Association nor any manager or management company hired or retained by the Board shall approve any contract with a contingency payment or payment provisions 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 South Florida Water Management District ("SFWMD") under which the 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. Members' Voting Rights. Each Owner and Developer shall be a Member of the Association. The Owners and the Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The current number of directors shall be three (3) Board members and have been appointed as stated in the By-Laws. The election of Directors by Members other than Developer shall be as required by law, 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 otherwise removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dan Young	395 Village Drive Poinciana, FL 34759
Anthony Iorio	395 Village Drive Poinciana, FL 34759
David Smith	395 Village Drive Poinciana, FL 34759

11. Dissolution. In the event of a dissolution of the 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 Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a

governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Duration. The Association's existence shall be perpetual.

13. Amendment(s).

13.1 General Restrictions on Amendment(s). Notwithstanding any other provision herein to the contrary, no amendment to this Second Amended and Restated Articles of Incorporation shall affect the rights of the Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded among the Public Records.

13.2 Amendment(s) Prior to and Including the Turnover Date. Prior to the Turnover Date, the Developer shall have the right to amend these Second Amended and Restated Articles of Incorporation as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section 13.2 is to be construed as broadly as possible. In the event that the Association shall desire to amend these Second Amended and Restated Articles of Incorporation prior to the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment. After receiving the Developer's written consent to the proposed amendment, an amendment identical to that approved by the Developer may be adopted by the Association pursuant to the requirements for amendment after the Turnover Date. After approval of the amendment by the Board, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendment(s) After the Turnover Date. After the Turnover Date, but subject to the general restrictions of amendments set forth above, these Second Amended and Restated Articles of Incorporation may be amended with the approval of two-thirds percent (66-2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person and by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Second Amended and Restated Articles of Incorporation may be amended after the Turnover Date by a two-thirds percent (66-2/3%) 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. Limitations.

14.1 Declaration is Paramount. No amendment may be made to these Second Amended and Restated Articles of Incorporation 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 the Developer and the Club Owner. There shall be no amendment to these Second Amended and Restated Articles of Incorporation which shall abridge, reduce, amend, affect or modify the rights of the Developer and the Club Owner.

14.3 By-Laws. These Second Amended and Restated Articles of Incorporation shall not be amended in a manner that conflicts with the By-Laws adopted by the Association.

15. Officers. The Board shall elect as President, Secretary, Treasurer, and as many Vice Presidents, Assistant 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:

Anthony Iorio	-	President
Dan Young	-	Vice President
David Smith	-	Secretary & Treasurer

16. Indemnification of Officers and Directors. Membership shall be established effective immediately upon becoming an Owner; provided, however, that such new Member's rights shall not become effective until the new Member presents to the Association a recorded copy of the deed of conveyance or other muniment of title conveying the title to the Home so conveyed, and such membership shall pass with title to the Home in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Home. Each and every Member shall be entitled to the benefits of membership and shall be bound to abide by the provisions of these Second Amended and Restated Articles of Incorporation, the Declaration and the By-Laws of the Association, as amended from time to time.

17. Transactions in Which Directors or Officers are Interested Parties. No contract or transaction between the Association and any one (1) or more of its Directors and/or Officers or the Developer or the Club Owner, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers and/or Directors is an officer, director, or employee, or is otherwise affiliated or holds an interest in such entity (whether or not legally recognized), 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 Officer's or Director's vote is counted for such purpose. No Director or Officer shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors or Officers 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 authorizes the contract or transaction. Notwithstanding anything to the contrary in this Section 17, no such contract or transaction shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of any homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

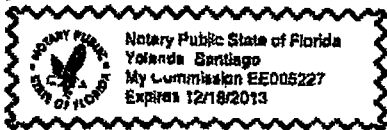
18. Severability. Invalidation of any of the provisions of these Second Amended and Restated Articles of Incorporation by judgment or court order shall in no way affect any other provision, and the remainder of these Second Amended and Restated Articles of Incorporation shall thereafter remain in full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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed these Second Amended and Restated Articles of Incorporation as of the 26th day of November, 2013.

SOLIVITA COMMUNITY ASSOCIATION,
a Florida corporation not for profit

Yolanda Santiago



By: *Anthony S. Iorio*
Name: Anthony S. Iorio
Title: President

ACCEPTED AND ACKNOWLEDGED BY REGISTERED AGENT:

Laura Ziff
Laura Ziff, Registered Agent

EXHIBIT 4
AMENDED AND RESTATED BY-LAWS

**AMENDED AND RESTATED
BY-LAWS
OF
SOLIVITA COMMUNITY ASSOCIATION, INC.**

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**AMENDED AND RESTATED BY-LAWS
OF
SOLIVITA COMMUNITY ASSOCIATION, INC.**

1. Name and Location. The name of the corporation is SOLIVITA COMMUNITY ASSOCIATION, INC. (the "Association"). The principal office of the corporation shall be located at 395 Village Drive, Kissimmee, FL 34759, or such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Amended and Restated Master Declaration for Solivita™ ("Declaration") relating to the residential community known as Solivita, recorded, or to be recorded, in the Public Records of Polk 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:

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

"By-Laws" shall mean these Amended and Restated By-Laws, together with all amendments and modifications to the By-Laws.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Avatar Properties Inc. dba AV Homes and any of its designees, successors and assigns who receive a written assignment of all some of the rights of Developer 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 Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean a Member of the Association.

"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 the Association pursuant to Section 720.303(4), Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

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

3. Members.

3.1 Voting Interests. Developer and each Owner shall be a Member. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. 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, the Association shall have no obligation to review the trust agreement with respect to such trust. The 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 the 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 of the Home for all the 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 the 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 the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Home for all the 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 shall not be exercised while such conflict is ongoing.

In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. The 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 corporation shall designate a person, an officer, employee, or agent of such corporation, who shall be treated as the Member who will be entitled to 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 of such limited partnership 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 which person is entitled to act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners of such general partnership 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 shall not be exercised while such conflict is ongoing.

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 shall not be exercised while such conflict is ongoing.

3.1.6 Liability of the Association. The Association may act in reliance upon any writing, or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, 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. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g. the execution of a Voting Certificate).

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, a majority of the Board, or upon written request of twenty percent (20%) 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 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 or any management company retained by the Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than fourteen (14) 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 or in the Club at least two (2) days before the meeting. The notice shall be addressed to the member's address last appearing on the books of the 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 (a) included in a newsletter sent to each Member by the Association or (b) conspicuously posted and repeatedly broadcast on a closed-circuit cable television system servicing the Association.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any Meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the 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 meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with Section 720.306(8), Florida Statutes, as amended from time to time, 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.

4. Board of Directors.

4.1 Number. The affairs of the Association shall be managed initially by a Board of Directors (the "Board") consisting of no less than 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 Member Meeting. Board members appointed by Developer need not be Members of the Association. Board members elected by the other Members must be Members of the Association.

4.2 Term of Office. The election of Directors shall take place after Developer 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 Developer shall serve for such term determined by Developer.

4.3 Vacancies; Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members other than Developer, 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 the Association, provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

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

4.6 Election. Election to the Board shall be by secret written ballot (and not by proxy), 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 on a schedule adopted by the Board from time to time; provided, however, that a regular meeting of the Board must be held at least annually. Meetings shall be held at such place, hour, and date as may be fixed, from time to time, by resolution of the Board. A regular meeting of the Board shall also be held immediately following the Annual Members Meeting.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, by any two (2) Directors, or by at least twenty percent (20%) of the total Voting Interests of the Association. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President, or in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditures of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 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.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

5.6 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.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas or in the Club at least 48 hours in advance, except in the event of 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 (a) given in any newsletter distributed to the Members or (b) conspicuously posted and repeatedly broadcast on a closed-circuit cable television system servicing the Association. For the purposes of giving notice, the area for notices to be posted within the Common Areas or the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes and/or amendments regarding rules regarding parcel use are to be considered shall (x) be provided in the manner described in this Section 5.7 not less than fourteen (14) days in advance and (y) contain a statement (as applicable) that (i) Assessments shall be considered and a statement of the nature of such Assessments and/or (ii) that amendments regarding rules regarding parcel use shall be considered.

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 the Articles have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, without limitation, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these By-Laws, the Articles, and the Declaration and the Club Plan, including, without limitation, levy Assessments, and, subject to Section 720.3055, Florida Statutes, enter into contracts, including, without limitation, and further subject to Section 720.309, Florida Statutes, with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. 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 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member and its tenants, guests and invitees and family members during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. 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 Hire Employees. Employ, on behalf of the 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 the Association and/or its officers to fix their compensation, if any; and require of them such security or fidelity bond as it may deem expedient. Nothing in these By-Laws should be considered to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever; provided, however, that such employment must not violate Florida Statutes; specifically, and without limiting the generality of this proviso, no such employment shall violate Section 720.303(12), Florida Statutes, which, among other things, prohibits the direct receipt by any director, officer or committee member of a homeowners' association of any salary or other compensation for the performance of his or her duties as a director, officer or committee member.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas and the Club, each as provided in the Declaration, and with any other matters involving the Association or its Members, on behalf of the Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Association and in accomplishing the purposes set forth in the Declaration. The Board may finance any acquisition on such terms approved by the Board.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-parcel owners, which affect the Common Areas, Solivita and/or the Club, and to alter, add to, relocate or improve the Common Areas, Solivita and/or the Club (to the extent permitted by the Club Owner) as provided in the Declaration and the Club Plan.

6.2 Duties. It shall be the duty of the Board to do the following:

6.2.1 Minutes. Cause to be kept minutes of all its acts and corporate affairs.

6.2.2 Supervision of Officers, Agents and Employees. Supervise all officers, agents and employees of the Association.

6.2.3 Annual Budget. Prepare an annual budget, as required by Section 720.303(6), Florida Statutes.

6.2.4 Financial Reports. Prepare financial reports required by the Florida Statutes.

6.2.5 Voting. Exercise all powers to vote, except where the Declaration, Articles, or these By-Laws specifically require a vote of the Members.

6.2.6 Roster. Prepare a roster of Owners and the assessments applicable thereto which shall be kept in the office of the Association fully and shall be open to inspection by any Member at reasonable times.

6.2.7 Official Records. Maintain the Official Records of the Association, as required by Section 720.303(4), Florida Statutes.

6.2.8 Other Duties. Do all other things required by the Florida Statutes.

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

6.4 Limitations.

6.4.1 Right of Developer to Disapprove Actions Prior to Turnover Date. Until the Turnover Date, Developer shall have and is hereby granted a right, in Developer's sole discretion, to disapprove or veto any such action, policy, or program proposed or authorized by the Association, the Board, the ACC, any committee of the Association, or by the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of the Association, the Board, the ACC or any committee of the Association. Prior to the Turnover Date, no action authorized by the Association, the Board, the ACC or any committee shall become effective, nor shall any action, policy or program be implemented until and unless:

6.4.1.1 Notice. Developer shall have been given written notice, in accordance with Sections 3.4 and/or 5.7 of these By-Laws, as applicable, of all meetings of the Association, the Board, the ACC or any committee, which notice includes a summary of such proposed action, policy or program and which notice is delivered by professional courier with receipt at the address Developer has registered with the Secretary of the Association, as such address may change from time to time.

6.4.1.2 Opportunity to be Heard. Developer shall be given the opportunity at all such meetings 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 the Association, the Board, the ACC or any committee.

No action, policy or program subject to the right of disapproval set forth in these By-Laws shall become effective or be implemented until and unless the requirements of this Section 6.4 have been met.

Developer, its representatives or agents shall make its concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. Developer, 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. 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 the Association. Developer shall not use its right to disapprove to reduce the level of services which the Association is

obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations. As long as Developer owns any property within Solivita, this Section 6.4 may not be amended by any party or entity without the prior written approval of Developer.

7. Obligations of the Association. The Association, subject to the provisions of the Declaration, the Articles, these By-Laws and the Club Plan, shall discharge such duties as necessary to operate the Association and pursuant to the Declaration, including, without limitation, the following:

7.1 Official Records. Maintain and make available all Official Records.

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

7.3 Assessment and Fines. Fix and collect the amount of the Assessments against, or due from, each Owner including, without limitation, fines, lien enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the Members.

7.4 Enforcement.

7.4.1 Issue, or to cause an appropriate offer 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 the 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;

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

7.4.3 Administer the reconstruction after casualty of improvements on the Common Areas, as required;

7.4.4 Operate, maintain, repair and replace the Common Areas; and

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

8. Officers and Their Duties.

8.1 Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, as well as such other officers as may be deemed necessary or appropriate by the Board.

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 Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the 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 the 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 President and Vice President shall not be held by the same person. All other offices may be held by the same person.

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

8.8.1 President. The President shall preside at all meetings of the 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.

8.8.2 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.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Association and the Board; keep the corporate seal of the Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of the Association; keep the official records of the Association required pursuant to Section 720.303(4), Florida Statutes, including, without limitation, appropriate current records showing the names of the Members of the Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Association; cause to be kept proper books of account and accounting records required pursuant to Section 720.303, Florida Statutes; cause to be prepared in accordance with generally accepted accounting

principles of all financial reports required by the Florida Statutes; and perform such duties as required by the Board.

9. Committees.

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

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC as provided in the Declaration, the Board shall appoint the members of the ACC. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

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

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

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer 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. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these By-Laws prior to and including the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment, such consent to be at Developer's sole and absolute discretion. Thereafter, an amendment identical to that approved by Developer may be adopted by the Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments. 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) sixty six and two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty six and two-thirds percent (66 2/3 %) 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.

13. Conflict. In case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded and as may be amended from time to time, it being the intent of the Association to be governed by all current provisions of the Florida Statutes, as amended from time to time.

15.2 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



INSTR # 2013235601
BK 9142 Pgs 1678-1725 PG(s) 48
RECORDED 12/27/2013 11:56:10 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$409.50
RECORDED BY robep1eh

THIS INSTRUMENT PREPARED BY:

Melisa Boross, Esq.
AV Homes, Inc.
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Scottsdale, AZ 85253

AV HOMES
395 VILLAGE DR
KISSIMMEE, FL 34759 *R*

AMENDED AND RESTATED SOLIVITA™ CLUB PLAN

WPB_ACTIVE 5697415.4
12/12/13

CERTIFICATION ON LAST PAGE
STACY M. BUTTERFIELD
CLERK OF THE CIRCUIT COURT

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AMENDED AND RESTATED SOLIVITA™ CLUB PLAN

THIS AMENDED AND RESTATED SOLIVITA™ CLUB PLAN (this “Club Plan”) is made by Avatar Properties Inc., a Florida corporation (“Club Owner”).

RECITALS:

A. Club Owner is the Developer of the community known as Solivita™ as currently legally described on Exhibit A attached hereto and made a part hereof.

B. Club owner recorded that certain Solivita Club Plan on August 10, 2000 in Official Records Book 4510 at Page 1529, of the Public Records of Polk County, Florida (the “Original Club Plan”). The Original Club Plan was thereafter amended by Club Owner as follows:

1. First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2005;
2. Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091;
3. Third Amendment to Solivita Club Plan recorded in Official Records Book 7665 at Page 40; and
4. Fourth Amendment to Solivita Club Plan recorded in Official Records Book 8287 at Page 1178

(collectively, the “Original Club Plan Amendments”).

C. The Original Club Plan was also recorded as an exhibit to the following declarations (as amended, the “Initial Declarations”):

1. Solivita Declaration recorded in Official Records Book 4510 at Page 1576 in the Public Records of Polk County, Florida. Club Owner thereafter recorded a number of amendments and then recorded that certain Amended and Restated Solivita Declaration in Official Records Book 7191 at Page 1224. Club Owner thereafter amended the Amended and Restated Solivita Declaration by the following instruments:

- i. First Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7364 at Page 1475 in the Public Records of Polk County, Florida.
- ii. Second Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 7393 at Page 400 in the Public Records of Polk County, Florida.

iii. Third Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 8068 at Page 1802 in the Public Records of Polk County, Florida.

iv. Fourth Amendment to Amended and Restated Solivita Declaration recorded in Official Records Book 8631 at Page 2212 in the Public Records of Polk County, Florida.

2. Declaration for Solivita West recorded in Official Records Book 6774, at Page 294 in the Public Records of Polk County, Florida, and thereafter amended by the following instruments:

- i. First Amendment to Declaration for Solivita West recorded in Official Records Book 7393 at Page 407 in the Public Records of Polk County, Florida.
- ii. Second Amendment to Declaration for Solivita West recorded in Official Records Book 8068 at Page 1799 in the Public Records of Polk County, Florida.
- iii. Third Amendment to Declaration for Solivita West recorded in Official Records Book 8631 at Page 2215 in the Public Records of Polk County, Florida.

D. The Initial Declarations were subsequently replaced by that certain Amended and Restated Master Declaration for Solivita™ recorded immediately after this Club Plan (the "Master Declaration"). All references in the Master Declaration to the Club Plan are references to this document.

E. The Original Club Plan was also supplemented by the following Membership Fee Schedules (collectively, the "Original Membership Fee Schedules"):

1. Solivita Club Membership Fee Schedule Solivita Phase 1, recorded in Official Records Book 4514 at Page 1753;
2. Solivita Club Membership Fee Schedule Solivita Phase 1D, recorded in Official Records Book 5444 at Page 1086;
3. Solivita Club Membership Fee Schedule Solivita Phase 1E, recorded in Official Records Book 6049 at Page 1090;
4. Solivita Club Membership Fee Schedule Solivita Phase 1H, being recorded immediately prior to this Club Plan.
5. Solivita Club Membership Fee Schedule Solivita Phase IIA, recorded in Official Records Book 4804 at Page 2008;

6. Solivita Club Membership Fee Schedule Solivita Phase IIB, recorded in Official Records Book 4824 at Page 1094;
7. Solivita Club Membership Fee Schedule Solivita Phase IIC and IID, recorded in Official Records Book 5123 at Page 1942;
8. Solivita Club Membership Fee Schedule Solivita Phase IIIA, recorded in Official Records Book 5941 at Page 461;
9. Solivita Club Membership Fee Schedule Solivita Phase IIIB and VIA, recorded in Official Records Book 6358 at Page 115;
10. Solivita Club Membership Fee Schedule Solivita Phase IVA, recorded in Official Records Book 5148 at Page 1041;
11. Solivita Club Membership Fee Schedule Solivita Phase IVB, recorded in Official Records Book 5295 at Page 1527;
12. Solivita Club Membership Fee Schedule Solivita Phase IVC Section 1, recorded in Official Records Book 5700 at Page 2132;
13. Solivita Club Membership Fee Schedule Solivita Phase IVC Section 2, recorded in Official Records Book 5720 at Page 1894;
14. Solivita Club Membership Fee Schedule Solivita Phase 5F, recorded in Official Records Book 7717 at Page 618;
15. Solivita Club Membership Fee Schedule Solivita Phase 5F – Unit 1, recorded in Official Records Book 9088 at Page 1377;
16. Solivita Club Membership Fee Schedule Solivita Phase VIB, recorded in Official Records Book 6467 at Page 146;
17. Solivita Club Membership Fee Schedule Solivita Phases 7A, 7B1, 7B2, 7C and 7D, recorded in Official Records Book 6914 at Page 842;
18. Solivita Club Membership Fee Schedule Solivita Phase 7G-1, recorded in Official Records Book 7871 at Page 124; and
19. Solivita Club Membership Fee Schedule Solivita Phase 7G – Unit 1, recorded in Official Records Book 9088 at Page 1372.

F. This Club Plan replaces entirely the Original Club Plan, the Original Club Plan Amendments and the Original Membership Fee Schedules.

G. This Club Plan governs the Solivita Club.

H. This Club Plan 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 Club Plan.

NOW, THEREFORE, Club Owner, in consideration of the promises and mutual covenants contained in this Club Plan, hereby declares that this Club Plan shall apply to every portion of Solivita.

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

2. This Club Plan. This Club Plan completely supersedes and replaces entirely the Original Club Plan, the Original Club Plan Amendments, the Original Club Plans attached to the Initial Declarations and the Original Membership Fee Schedules.

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

“Adjacent Facilities” shall have the meaning set forth in Section 12 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.

“Board” shall mean the Board of Directors of Association.

“Budget” shall have the meaning set forth in Section 10 hereof.

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

“Capital Contribution” shall have the meaning set forth in Section 9 hereof.

“Club” shall mean the Solivita Club, the real property comprising the 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 and depreciation), operating, managing, maintaining, insuring the Club, whether direct or indirect including, but not limited to 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. 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 SUBJECT TO CHANGE AT ANY TIME.

“Club Manager” shall mean the entity operating and managing the Club from time to time. Club Owner may be Club Manager.

“Club Membership Fee” shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 8.2 hereof.

“Club Membership Fee Schedule” shall have the meaning set forth in Section 8.2 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 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 Properties Inc. is Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club). Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Developer 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, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer 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 Club Plan, together with all amendments and modifications hereto.

“Club Property” shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

“Common Areas” shall have the meaning set forth in the Declaration.

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

“Developer” shall have the meaning set forth in the Declaration.

“Declaration” shall mean the Master Declaration, as such Master 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) Developer and its affiliates, to the extent Developer 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 (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 Developer, 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.

“Solivita” shall have the meaning set forth in the Declaration. Solivita presently includes the real property described on Exhibit A; however, Developer 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 17 hereof.

“Special Use Fees” shall have the meaning set forth in Section 8.9 hereof.

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

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

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

4.2 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. Club Owner shall have the right to record a notice in accordance with Florida law preserving this Club Plan from extinguishment.

4.3 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.

4.4 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.

4.5 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 Developer of such real property to the Owner (or his predecessor in title) and that Developer 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

5. Club Facilities.

5.1 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.

5.2 Club Facilities. Club Owner has constructed 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. Club Owner has the 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.

5.3 Construction of the Club. Club Owner has constructed 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:

5.3.1 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;

5.3.2 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;

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

5.3.4 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;

5.3.5 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;

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

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

5.3.8 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

5.3.9 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.

5.4 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.

5.5 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.

6. Persons Entitled to Use the Club.

6.1 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 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.

6.2 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.

6.3 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.

7. Ownership and Control of the Club.

7.1 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 as Club Manager.

7.2 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.

7.3 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.

7.4 Change In Terms of Offer. Club Owner has provided that some Owners pay Club Membership Fees on a different basis than other Owners. 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 this Club Plan and the Club Membership Fee Schedule applicable to such Home.

7.5 Offer to Sell. Club Owner, in its sole discretion, may offer Association the option to purchase the Club (the "Purchase Option") on such price and terms that Club Owner determines. The Purchase Option may be exercised by a resolution of the majority of the Board of Association without the joinder of any Owner or any other person. Such Purchase Option shall be exercised, if at all, by written notice (the "Option Notice") delivered to Club Owner within ten (10) days of receipt of any Purchase Option and signed by a majority of the Board in the form attached hereto as Exhibit B delivered to Club Owner within such time period by personal delivery or professional overnight delivery.

8. 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 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.

8.1 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 Developer as of September 30 of the prior fiscal year.

8.2 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 current list of Club Membership Fee Schedules is attached hereto as Exhibit C. Club Owner may change the Club Membership

Fee Schedule for any land within Solivita owned by Club Owner. Any new Membership Fee Schedules established by Club Owner shall be added to this Club Plan by a recorded amendment. Club Membership Fees change for all Homes subject to a particular Membership Fee Schedule on January 1 of the year regardless of the month during the previous year that (i) an Owner acquired the Home or (ii) a Builder obtained a Certificate of Occupancy on a Home. Accordingly, if an Owner acquires title to a Home on November 1, 2014, he or she will pay the Club Membership Fees applicable each month in 2014 from November 1, 2014 through December 31, 2014 and such Club Membership Fee for such Home shall increase on January 1, 2015 as provided in the applicable Club Membership Fee Schedule.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 Excuse or Postponement. Club Owner may excuse or postpone Club Dues in its sole and absolute discretion.

8.8 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer 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.

8.9 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.

8.10 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.

8.11 Commencement of First Charges. The obligation to pay Club Dues on any particular Home, 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.

8.12 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.

8.13 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.

8.14 Club Budgets. The budget for each year prepared by Club Owner is not a contractual statement or guaranty of actual Club Dues. Budgets may not take inflation into account. 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.

9. Club Contribution Fund. There shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing a working capital contribution ("Capital Contribution") in the current amount of One Hundred and Fifty Dollars (\$150). 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 Developer at the time of closing a Capital Contribution applicable to the Parcel based on One Hundred and Fifty Dollars (\$150) times 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 (i) waive contributions to the Club Contribution Fund in its sole and absolute discretion and (ii) change the amount of Capital Contribution by amendment to this Club Plan.

10. Determination of Club Expenses.

10.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

11. Creation of the Lien and Personal Obligation.

11.1 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 the Original Club Plan was 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 Club Owner or the Club Manager. The lien created by this Section is superior to the lien of Association for Assessments and the claim of Club Owner for Club Dues is paramount to all claims of Association.

11.2 Right to Designate Collection Agent. Club Owner's right to designate who shall collect Club Expenses, Special Use Fees, and/or Club Membership Fees shall be perpetual.

11.3 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, if such Lender is the acquirer of title, such Lender, its successors and assigns of such first mortgage, 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 Lender) as a part of the Club Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner or any acquirer other than the Lender 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

12. 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.

13. Operations.

13.1 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 as Club Manager, if ever, as hereinafter provided.

13.2 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.

14. 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.

15. 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.

16. 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 highest rate permitted by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17. 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:

17.1 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 Developer to build recreational facilities within Solivita which shall be open to all persons, regardless of age, and that these facilities may or may not be subject to the Club Plan.

17.2 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.

17.3 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.

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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.

18. Violation of the Solivita Club Rules and Regulations.

18.1 Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

18.1.1 such person is not an Owner or a Lessee;

18.1.2 the Member violates one or more of these Solivita Club Rules and Regulations;

18.1.3 a guest or other person for whom a Member is responsible violates one or more of these Solivita Club Rules and Regulations;

18.1.4 an Owner fails to pay Club Dues in a proper and timely manner; or

18.1.5 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.

18.2 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.

19. 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.

20. 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.

21. 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:

21.1 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.

21.2 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 21.1 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.

22. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer 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 Common Areas, 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 operations, 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.

23. Remedies. 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 redress to which it may be lawfully entitled in case of any breach or threatened breach 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.

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 (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Club Owner 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 by Club Owner under the Club Plan.

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 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. 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.

28. 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, 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.

29. 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 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.

30. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer 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.

31. 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.

32. 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.

33. 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.

34. 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 13th day of December, 2013.

WITNESSES:

AVATAR PROPERTIES INC., a Florida corporation

Tami Delgado
Print Name: Tami Delgado

Anthony S. Iorio
Name: Anthony S. Iorio
Title: Vice President

Kaye Burchenson
Print Name: Kaye Burchenson

[SEAL]

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

The foregoing instrument was acknowledged before me this 13th day of December 2013 by Anthony S. Iorio as 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: 7/26/2016

Kaye Burchenson
NOTARY PUBLIC, State of Florida
Print name: Kaye Burchenson



KAYE BURCHENSON
MY COMMISSION # EE 220083
EXPIRES: July 26, 2016
Bonded Thru Budget Notary Services

EXHIBIT A

LEGAL DESCRIPTION OF SOLIVITA

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

All the lots within SOLIVITA - PHASE 1, according to the Plat thereof, as recorded in Plat Book 112, at Pages 1;

All the lots within SOLIVITA - PHASE 1D, according to the Plat thereof, as recorded in Plat Book 122, at Page 9;

All the lots within SOLIVITA - PHASE 1E, according to the Plat thereof, as recorded in Plat Book 128, at Page 27;

All the lots within SOLIVITA – PHASE 1H, according to the Plat thereof, as recorded in Plat Book 153, at Page 14;

All the lots within SOLIVITA - PHASE IIA, according to the Plat thereof, as recorded in Plat Book 115, at Page 9;

All the lots within SOLIVITA - PHASE IIB, according to the Plat thereof, as recorded in Plat Book 115, at Page 34;

All the lots within SOLIVITA - PHASE IIC, according to the Plat thereof, as recorded in Plat Book 118, at Page 12;

All the lots within SOLIVITA - PHASE IID, according to the Plat thereof, as recorded in Plat Book 118, at Page 17;

All the lots within SOLIVITA - PHASE IIIA, according to the Plat thereof, as recorded in Plat Book 127, at Page 10;

All the lots within SOLIVITA - PHASE IIIB, according to the Plat thereof, as recorded in Plat Book 131, at Page 36;

All the lots within SOLIVITA - PHASE IVA, according to the Plat thereof, as recorded in Plat Book 120, at Page 13;

All the lots within SOLIVITA - PHASE IVB, according to the Plat thereof, as recorded in Plat Book 121, at Page 2;

All the lots within SOLIVITA - PHASE IVC SECTION 1, according to the Plat thereof, as recorded in Plat Book 124, at Page 15;

All the lots within SOLIVITA - PHASE IVC SECTION 2, according to the Plat thereof, as recorded in Plat Book 124, at Page 33;

All the lots within SOLIVITA PHASE 5F, according to the Plat thereof, as recorded in Plat Book 145, at Page 1;

All the lots within SOLIVITA PHASE 5F - UNIT 1, according to the Plat thereof, as recorded in Plat Book 154, at Page 1;

All the lots within SOLIVITA - PHASE VIA, according to the Plat thereof, as recorded in Plat Book 131, at Page 30;

All the lots within SOLIVITA - PHASE VIB, according to the Plat thereof, as recorded in Plat Book 133, at Page 14;

All the lots within SOLIVITA PHASE 7A, according to the Plat thereof, as recorded in Plat Book 134, at Page 20;

All the lots within SOLIVITA PHASE 7B1, according to the Plat thereof, as recorded in Plat Book 136, at Page 14;

All the lots within SOLIVITA PHASE 7B2, according to the Plat thereof, as recorded in Plat Book 136, at Page 39;

All the lots within SOLIVITA PHASE 7C, according to the Plat thereof, as recorded in Plat Book 136, at Page 3;

All the lots within SOLIVITA PHASE 7D, according to the Plat thereof, as recorded in Plat Book 137, at Page 9;

All the lots within SOLIVITA PHASE 7G-1, according to the Plat thereof, as recorded in Plat Book 143, at Page 13; and

All the lots within SOLIVITA PHASE 7G – UNIT 1, according to the Plat thereof, as recorded in Plat Book 153, at Pages 36 through 39.

EXHIBIT B TO CLUB PLAN

OPTION NOTICE

IRREVOCABLE OPTION NOTICE

The Board of Directors of Solivita Community Association, Inc., (the "Board") hereby provides Club Owner (as defined in that certain Amended and Restated Solivita Club Plan recorded in Official Records Book _____ at Page _____ of the Public Records of Polk County, Florida) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the Purchase Option offered by Club Owner dated _____, 20__ . Attached hereto as Schedule 1 is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this _____ day of _____, 20__.

Name: _____
Director

Name: _____
Director

Name: _____
Director

Schedule 1 Of Exhibit B

**SOLIVITA COMMUNITY ASSOCIATION, INC.,
(THE "ASSOCIATION")**

**ACTION BY THE BOARD OF DIRECTORS OF ASSOCIATION
AT A MEETING HELD _____, 20__.**

The undersigned constituting the majority of the Board of Directors of Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of Association to purchase the Club (as defined in that certain Amended and Restated Club Plan recorded in Official Records Book _____ at Page _____ of the Public Records of Polk County, Florida; and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Plan) with the Option Notice (as defined in the Club Plan) in order to evidence its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

Effective: _____

Name: _____
Director

Name: _____
Director

Name: _____
Director

EXHIBIT C
MEMBERSHIP FEE SCHEDULES

CLUB MEMBERSHIP FEES PER PLAT

Club Membership Fee Schedule for Homes within:	
<p>Solivita - Phase I, recorded in Plat Book 112 at Page 1, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;</p> <p>Solivita - Phase IIA, recorded in Plat Book 115 at Page 9, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and</p> <p>Solivita - Phase IIB, recorded in Plat Book 115 at Page 34, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.</p>	
TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$62
January 1 through December 31, 2014	\$63
January 1 through December 31, 2015	\$64
January 1 through December 31, 2016	\$65
January 1 through December 31, 2017	\$66
January 1 through December 31, 2018	\$67
January 1 through December 31, 2019	\$68
January 1 through December 31, 2020	\$69
January 1 through December 31, 2021	\$70
January 1 through December 31, 2022	\$71
January 1 through December 31, 2023	\$72
January 1 through December 31, 2024	\$73
January 1 through December 31, 2025	\$74
January 1 through December 31, 2026	\$75
January 1 through December 31, 2027	\$76
January 1 through December 31, 2028	\$77
January 1 through December 31, 2029	\$78
For all months thereafter	\$79

Club Membership Fee Schedule for Homes within:

Solivita - Phase 1D, recorded in Plat Book 122 at Page 9, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$71
January 1 through December 31, 2014	\$72
January 1 through December 31, 2015	\$73
January 1 through December 31, 2016	\$74
January 1 through December 31, 2017	\$75
January 1 through December 31, 2018	\$76
January 1 through December 31, 2019	\$77
January 1 through December 31, 2020	\$78
January 1 through December 31, 2021	\$79
January 1 through December 31, 2022	\$80
January 1 through December 31, 2023	\$81
January 1 through December 31, 2024	\$82
January 1 through December 31, 2025	\$83
January 1 through December 31, 2026	\$84
January 1 through December 31, 2027	\$85
January 1 through December 31, 2028	\$86
January 1 through December 31, 2029	\$87
January 1 through December 31, 2030	\$88
January 1 through December 31, 2031	\$89
For all months thereafter	\$90

Club Membership Fee Schedule for Homes within:

Solivita - Phase 1E, recorded in Plat Book 128 at Page 27, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$71
January 1 through December 31, 2014	\$72
January 1 through December 31, 2015	\$73
January 1 through December 31, 2016	\$74
January 1 through December 31, 2017	\$75
January 1 through December 31, 2018	\$76
January 1 through December 31, 2019	\$77
January 1 through December 31, 2020	\$78
January 1 through December 31, 2021	\$79
January 1 through December 31, 2022	\$80
January 1 through December 31, 2023	\$81
January 1 through December 31, 2024	\$82
January 1 through December 31, 2025	\$83
January 1 through December 31, 2026	\$84
January 1 through December 31, 2027	\$85
January 1 through December 31, 2028	\$86
January 1 through December 31, 2029	\$87
January 1 through December 31, 2030	\$88
January 1 through December 31, 2031	\$89
January 1 through December 31, 2032	\$90
January 1 through December 31, 2033	\$91
For all months thereafter	\$92

Club Membership Fee Schedule for Homes within:

Solivita Phase IH, recorded in Plat Book 153 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
January 1 through December 31, 2033	\$102
January 1 through December 31, 2034	\$103
January 1 through December 31, 2035	\$104
January 1 through December 31, 2036	\$105
January 1 through December 31, 2037	\$106
January 1 through December 31, 2038	\$107
January 1 through December 31, 2039	\$108
January 1 through December 31, 2040	\$109
January 1 through December 31, 2041	\$110
January 1 through December 31, 2042	\$111
For all months thereafter	\$112

Club Membership Fee Schedule for Homes within:

Solivita - Phase IIC, recorded in Plat Book 118 at Page 12, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and

Solivita – Phase IID, recorded in Plat Book 118 at Page 17, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$72
January 1 through December 31, 2014	\$73
January 1 through December 31, 2015	\$74
January 1 through December 31, 2016	\$75
January 1 through December 31, 2017	\$76
January 1 through December 31, 2018	\$77
January 1 through December 31, 2019	\$78
January 1 through December 31, 2020	\$79
January 1 through December 31, 2021	\$80
January 1 through December 31, 2022	\$81
January 1 through December 31, 2023	\$82
January 1 through December 31, 2024	\$83
January 1 through December 31, 2025	\$84
January 1 through December 31, 2026	\$85
January 1 through December 31, 2027	\$86
January 1 through December 31, 2028	\$87
January 1 through December 31, 2029	\$88
January 1 through December 31, 2030	\$89
January 1 through December 31, 2031	\$90
For all months thereafter	\$91

Club Membership Fee Schedule for Homes within:

Solivita - Phase IIIA, recorded in Plat Book 127 at Page 10, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
For all months thereafter	\$102

Club Membership Fee Schedule for Homes within:

Solivita - Phase IIIB, recorded in Plat Book 131 at Page 36, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and

Solivita – Phase VIA, recorded in Plat Book 131 at Page 30, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
January 1 through December 31, 2033	\$102
For all months thereafter	\$103

Club Membership Fee Schedule for Homes within:

Solivita - Phase IVA, recorded in Plat Book 120 at Page 13, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and

Solivita - Phase IVB, recorded in Plat Book 121 at Page 2, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$72
January 1 through December 31, 2014	\$73
January 1 through December 31, 2015	\$74
January 1 through December 31, 2016	\$75
January 1 through December 31, 2017	\$76
January 1 through December 31, 2018	\$77
January 1 through December 31, 2019	\$78
January 1 through December 31, 2020	\$79
January 1 through December 31, 2021	\$80
January 1 through December 31, 2022	\$81
January 1 through December 31, 2023	\$82
January 1 through December 31, 2024	\$83
January 1 through December 31, 2025	\$84
January 1 through December 31, 2026	\$85
January 1 through December 31, 2027	\$86
January 1 through December 31, 2028	\$87
January 1 through December 31, 2029	\$88
January 1 through December 31, 2030	\$89
January 1 through December 31, 2031	\$90
For all months thereafter	\$91

Club Membership Fee Schedule for Homes within:

Solivita - Phase IVC Section 1, recorded in Plat Book 124 at Page 15, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and

Solivita – Phase IVC Section 2, recorded in Plat Book 124 at Page 33, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
For all months thereafter	\$102

Club Membership Fee Schedule for Homes within:

Solivita Phase 5F, recorded in Plat Book 145 at Page 1, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$81
January 1 through December 31, 2014	\$82
January 1 through December 31, 2015	\$83
January 1 through December 31, 2016	\$84
January 1 through December 31, 2017	\$85
January 1 through December 31, 2018	\$86
January 1 through December 31, 2019	\$87
January 1 through December 31, 2020	\$88
January 1 through December 31, 2021	\$89
January 1 through December 31, 2022	\$90
January 1 through December 31, 2023	\$91
January 1 through December 31, 2024	\$92
January 1 through December 31, 2025	\$93
January 1 through December 31, 2026	\$94
January 1 through December 31, 2027	\$95
January 1 through December 31, 2028	\$96
January 1 through December 31, 2029	\$97
January 1 through December 31, 2030	\$98
January 1 through December 31, 2031	\$99
January 1 through December 31, 2032	\$100
January 1 through December 31, 2033	\$101
January 1 through December 31, 2034	\$102
January 1 through December 31, 2035	\$103
January 1 through December 31, 2036	\$104
For all months thereafter	\$105

Club Membership Fee Schedule for Homes within:

Solivita Phase 5F – Unit 1, recorded in Plat Book 154 at Page 1, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$81
January 1 through December 31, 2014	\$82
January 1 through December 31, 2015	\$83
January 1 through December 31, 2016	\$84
January 1 through December 31, 2017	\$85
January 1 through December 31, 2018	\$86
January 1 through December 31, 2019	\$87
January 1 through December 31, 2020	\$88
January 1 through December 31, 2021	\$89
January 1 through December 31, 2022	\$90
January 1 through December 31, 2023	\$91
January 1 through December 31, 2024	\$92
January 1 through December 31, 2025	\$93
January 1 through December 31, 2026	\$94
January 1 through December 31, 2027	\$95
January 1 through December 31, 2028	\$96
January 1 through December 31, 2029	\$97
January 1 through December 31, 2030	\$98
January 1 through December 31, 2031	\$99
January 1 through December 31, 2032	\$100
January 1 through December 31, 2033	\$101
January 1 through December 31, 2034	\$102
January 1 through December 31, 2035	\$103
January 1 through December 31, 2036	\$104
January 1 through December 31, 2037	\$105
January 1 through December 31, 2038	\$106
January 1 through December 31, 2039	\$107
January 1 through December 31, 2040	\$108
January 1 through December 31, 2041	\$109
January 1 through December 31, 2042	\$110
For all months thereafter	\$111

Club Membership Fee Schedule for Homes within:

Solivita - Phase VIB, recorded in Plat Book 133 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
January 1 through December 31, 2033	\$102
For all months thereafter	\$103

Club Membership Fee Schedule for Homes within:

Solivita Phase 7A, recorded in Plat Book 134 at Page 20, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;

Solivita Phase 7B1, recorded in Plat Book 136 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;

Solivita Phase 7B2, recorded in Plat Book 136 at Page 39, according to the plat thereof, as recorded in the Public Records of Polk County, Florida;

Solivita Phase 7C, recorded in Plat Book 136 at Page 3, according to the plat thereof, as recorded in the Public Records of Polk County, Florida; and

Solivita - Phase 7D, recorded in Plat Book 137 at Page 9, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
January 1 through December 31, 2033	\$102
January 1 through December 31, 2034	\$103
For all months thereafter	\$104

Club Membership Fee Schedule for Homes within:

Solivita Phase 7G- 1, recorded in Plat Book 143 at Page 13, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
January 1 through December 31, 2033	\$102
January 1 through December 31, 2034	\$103
January 1 through December 31, 2035	\$104
January 1 through December 31, 2036	\$105
January 1 through December 31, 2037	\$106
January 1 through December 31, 2038	\$107
For all months thereafter	\$108

Club Membership Fee Schedule for Homes within:

Solivita Phase 7G- Unit 1, recorded in Plat Book 153 at Page 36, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT	CLUB MEMBERSHIP FEE PER MONTH PER HOME
January 1 through December 31, 2013	\$82
January 1 through December 31, 2014	\$83
January 1 through December 31, 2015	\$84
January 1 through December 31, 2016	\$85
January 1 through December 31, 2017	\$86
January 1 through December 31, 2018	\$87
January 1 through December 31, 2019	\$88
January 1 through December 31, 2020	\$89
January 1 through December 31, 2021	\$90
January 1 through December 31, 2022	\$91
January 1 through December 31, 2023	\$92
January 1 through December 31, 2024	\$93
January 1 through December 31, 2025	\$94
January 1 through December 31, 2026	\$95
January 1 through December 31, 2027	\$96
January 1 through December 31, 2028	\$97
January 1 through December 31, 2029	\$98
January 1 through December 31, 2030	\$99
January 1 through December 31, 2031	\$100
January 1 through December 31, 2032	\$101
January 1 through December 31, 2033	\$102
January 1 through December 31, 2034	\$103
January 1 through December 31, 2035	\$104
January 1 through December 31, 2036	\$105
January 1 through December 31, 2037	\$106
January 1 through December 31, 2038	\$107
January 1 through December 31, 2039	\$108
January 1 through December 31, 2040	\$109
January 1 through December 31, 2041	\$110
January 1 through December 31, 2042	\$111
For all months thereafter	\$112

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 13th day of December, 2013.

WITNESSES:

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

Tami Delgado
Print Name: Tami Delgado

Anthony S. Torio
Name: Anthony S. Torio
Title: President

Kaye Burchenson
Print Name: KAYE Burchenson

[SEAL]

STATE OF FLORIDA)
COUNTY OF Polk) SS.:

The foregoing instrument was acknowledged before me this 13th day of December 2013 by Anthony S. Torio 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:

Kaye Burchenson
NOTARY PUBLIC, State of Florida
Print name: Kaye Burchenson



WPB_ACTIVE 5697415.4
12/12/13



I hereby certify that the foregoing is a true copy of the record in my office this day, Dec 27, 2013. Redacted ___ Unredacted/law X
Stacy M. Butterfield, Clerk of Court Polk County, Florida
By [Signature] Deputy Clerk

EXHIBIT 6
LIST OF TITLE DOCUMENTS

1. Matters as contained on the Plat of Solivita Phase 1, according to the plat thereof, as recorded in Plat Book 112 at Page 1.
2. Matters as contained on the Plat of Solivita Phase 1D, according to the plat thereof, as recorded in Plat Book 122 at Page 9.
3. Matters as contained on the Plat of Solivita Phase 1E, according to the plat thereof, as recorded in Plat Book 128 at Page 27.
4. Matters as contained on the Plat of Solivita Phase 1H, according to the plat thereof, as recorded in Plat Book 153 at Page 14.
5. Matters as contained on the Plat of Solivita Phase 2A, according to the plat thereof, as recorded in Plat Book 115 at Page 9.
6. Matters as contained on the Plat of Solivita Phase 2B, according to the plat thereof, as recorded in Plat Book 115 at Page 34.
7. Matters as contained on the Plat of Solivita Phase 2C, according to the plat thereof, as recorded in Plat Book 118 at Page 12.
8. Matters as contained on the Plat of Solivita Phase 2D, according to the plat thereof, as recorded in Plat Book 118 at Page 17.
9. Matters as contained on the Plat of Solivita Phase 3A, according to the plat thereof, as recorded in Plat Book 127 at Page 10.
10. Matters as contained on the Plat of Solivita Phase 3B, according to the plat thereof, as recorded in Plat Book 131 at Page 36.
11. Matters as contained on the Plat of Solivita Phase 4A, according to the plat thereof, as recorded in Plat Book 120 at Page 13.
12. Matters as contained on the Plat of Solivita Phase 4B, according to the plat thereof, as recorded in Plat Book 121 at Page 2.
13. Matters as contained on the Plat of Solivita Phase 4C Section 1, according to the plat thereof, as recorded in Plat Book 124 at Page 15.
14. Matters as contained on the Plat of Solivita Phase 4C Section 2, according to the plat thereof, as recorded in Plat Book 124 at Page 33.
15. Matters as contained on the Plat of Solivita Phase 5F, according to the plat thereof, as recorded in Plat Book 145 at Page 1.

16. Matters as contained on the Plat of Solivita Phase 5F - Unit 1, according to the plat thereof, as recorded in Plat Book 154 at Page 1.
17. Matters as contained on the Plat of Solivita Phase 6A, according to the plat thereof, as recorded in Plat Book 131 at Page 30.
18. Matters as contained on the Plat of Solivita Phase 6B, according to the plat thereof, as recorded in Plat Book 133 at Page 14.
19. Matters as contained on the Plat of Solivita Phase 7A, according to the plat thereof, as recorded in Plat Book 134 at Page 20.
20. Matters as contained on the Plat of Solivita Phase 7B1, according to the plat thereof, as recorded in Plat Book 136 at Page 14.
21. Matters as contained on the Plat of Solivita Phase 7B2, according to the plat thereof, as recorded in Plat Book 136 at Page 39.
22. Matters as contained on the Plat of Solivita Phase 7C, according to the plat thereof, as recorded in Plat Book 136 at Page 3.
23. Matters as contained on the Plat of Solivita Phase 7D, according to the plat thereof, as recorded in Plat Book 137 at Page 9.
24. Matters as contained on the Plat of Solivita Phase 7G 1, according to the plat thereof, as recorded in Plat Book 143 at Page 13.
25. Matters as contained on the Plat of Solivita Phase 7G Unit 1, according to the plat thereof, as recorded in Plat Book 153 at Page 36.
26. Notice of Establishment of the Poinciana Community Development District recorded in Official Records Book 4359 at Page 1193.
27. Declaration of Consent to Jurisdiction of Community Development District and to Imposition of Special Assessments recorded in Official Records Book 4446 at Page 1706.
28. Notice of Imposition of Non Ad-Valorem Special Assessments and Requirement to Submit Site Plans for Lands within the Poinciana Community Development District recorded in Official Records Book 4480 at Page 732.
29. Solivita Club Plan recorded in Official Records Book 4510 at Page 1529 as amended by the following: a) First Amendment to Solivita Club Plan recorded in Official Records Book 4804 at Page 2005; b) Second Amendment to Solivita Club Plan recorded in Official Records Book 4824 at Page 1091; c) Third Amendment to Solivita Club Plan recorded in Official Records Book 7665 at Page 40; and d) Fourth Amendment to Solivita Club Plan recorded in Official Records Book 8287 at Page 1178.

30. Declaration of Restrictions recorded in Official Records Book 4524 at Page 2074.
31. Deed of Conservation Easement recorded in Official Records Book 4628 at Page 531.
32. Resolution No. 03-74 Vacating Plat recorded in Official Records Book 5442 at Page 2092.
33. Resolution No. 05-50 Vacating Plat recorded in Official Records Book 6127 at Page 2029.
34. Conservation Easement recorded in Official Records Book 6322 at Page 1324.
35. Communication Easement recorded in Official Records Book 6591 at Page 2042.
36. Easement for Cable Television and Communications Services recorded in Official Records Book 6629 at Page 592.
37. Deed of Conservation Easement recorded in Official Records Book 6850 at Page 681.
38. Notice of Establishment of the Poinciana West Community Development District recorded in Official Records Book 7007 at Page 1995.
39. Master Deed Restrictions recorded in Official Records Book 7173 at Page 1324.
40. Poinciana West Community Development District's Notice of Series 2007 Special Assessments recorded in Official Records Book 7461 at Page 510.
41. Declaration of Consent to Jurisdiction of Poinciana West Community Development District and to Imposition of Special Assessments recorded in Official Records Book 7461 at Page 1033.
42. Disclosure of Public Financing and Maintenance of Improvements to Real Property undertaken by the Poinciana Community Development District recorded in Official Records Book 7536 at Page 1282.
43. Notice of Boundary Amendment of the Poinciana Community Development District recorded in Official Records Book 7661 at Page 1139.
44. Utility Easement between Avatar Properties Inc. and Poinciana West Community Development District recorded in Official Records Book 8929 at Page 1170.
45. Solivita Club Membership Fee Schedule Solivita Phase 1, recorded in Official Records Book 4514 at Page 1753.
46. Solivita Club Membership Fee Schedule Solivita Phase 1D, recorded in Official Records Book 5444 at Page 1086.
47. Solivita Club Membership Fee Schedule Solivita Phase 1E, recorded in Official Records Book 6049 at Page 1090.

48. Solivita Club Membership Fee Schedule Solivita Phase 1H, being recorded contemporaneously hereto.
49. Solivita Club Membership Fee Schedule Solivita Phase 2A, recorded in Official Records Book 4804 at Page 2008.
50. Solivita Club Membership Fee Schedule Solivita Phase 2B, recorded in Official Records Book 4824 at Page 1094.
51. Solivita Club Membership Fee Schedule Solivita Phase 2C and 2D, recorded in Official Records Book 5123 at Page 1942.
52. Solivita Club Membership Fee Schedule Solivita Phase 3A, recorded in Official Records Book 5941 at Page 461.
53. Solivita Club Membership Fee Schedule Solivita Phase 3B and 6A, recorded in Official Records Book 6358 at Page 115.
54. Solivita Club Membership Fee Schedule Solivita Phase 4A, recorded in Official Records Book 5148 at Page 1041.
55. Solivita Club Membership Fee Schedule Solivita Phase 4B, recorded in Official Records Book 5295 at Page 1527.
56. Solivita Club Membership Fee Schedule Solivita Phase 4C Section 1, recorded in Official Records Book 5700 at Page 2132.
57. Solivita Club Membership Fee Schedule Solivita Phase 4C Section 2, recorded in Official Records Book 5720 at Page 1894.
58. Solivita Club Membership Fee Schedule Solivita Phase 5F, recorded in Official Records Book 7717 at Page 618.
59. Solivita Club Membership Fee Schedule Solivita Phase 5F – Unit 1, recorded in Official Records Book 9088 at Page 1377.
60. Solivita Club Membership Fee Schedule Solivita Phase 6B, recorded in Official Records Book 6467 at Page 146.
61. Solivita Club Membership Fee Schedule Solivita Phases 7A, 7B1, 7B2, 7C and 7D 4C, recorded in Official Records Book 6914 at Page 842.
62. Solivita Club Membership Fee Schedule Solivita Phase 7G-1, recorded in Official Records Book 7871 at Page 124.
63. Solivita Club Membership Fee Schedule Solivita Phase 7G - Unit 1, recorded in Official Records Book 9088 at Page 1372.

All documents recorded in the Public Records of Polk County, Florida.

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