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 STACY M. BUTTERFIELD,
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THIS INSTRUMENT PREPARED BY
 AND RETURN TO:

Melisa Boross, Esq.
 AV Homes, Inc.
 8601 N. Scottsdale Road, Suite 225
 Scottsdale, AZ 85253

AV HOMES
 395 VILLAGE DR
 KISSIMMEE, FL 34759

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ASSIGNMENT AND ASSUMPTION OF SOLIVITA™ ACCESS CONTROL PROGRAM

THIS ASSIGNMENT AND ASSUMPTION OF ACCESS CONTROL PROGRAM (this "**Assignment**") is made by AVATAR PROPERTIES INC., a Florida corporation ("**Club Owner**"), whose address is 395 Village Drive, Poinciana, Florida 34759 in favor of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 395 Village Drive, Poinciana, Florida 34759 ("**Association**") with an effective date of January 1, 2014 (the "**Effective Date**").

RECITALS:

A. Club Owner recorded that certain Solivita Club Plan on August 10, 2000 in Official Records Book 4510 at Page 1529, as amended by virtue of the following documents (the "**Initial Club Plan**"): (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; all recorded in the Public Records of Polk County, (with the Initial Club Plan, collectively, the "**Club Plan**").

B. Under the Club Plan, Club Owner has the right to install and maintain an Access Control Program for the Solivita Community; however, pursuant to Section 28.1 of the Initial Club Plan, Club Owner has the right in its sole discretion to assign its rights and obligations with respect to the Access Control Program to Association. Further, Club Owner desires to transfer any ownership interest it has in and to the land and facilities comprising the Access Control Program to Association.

C. Association desires to assume all rights, duties, obligations and liabilities of Club Owner with respect to the Access Control Program.

NOW, THEREFORE, in consideration TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Club Owner and Association hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference and each party hereto warrants and represents to the other that the facts set forth therein are true and correct.

2. **Assignment and Assumption.** Club Owner hereby assigns, remises, releases, and quitclaims to Association, as of the Effective Date, in an as-is condition, without representation, warranty or recourse whatsoever, all of Club Owner's right, title and interest, if any, in the Access Control Program pursuant to Section 28.1 of the Initial Club Plan. Association hereby assumes all duties, obligations and liabilities of Club Owner with respect to, the Access Control Program.

3. **General Release.** In consideration of this Assignment and of the Effective Date, Association hereby remises, releases, acquits, satisfies, and forever discharges Club Owner of and from any and all manner of action and actions, cause and causes of action, suits, debts, obligations, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands of whatsoever kind or nature, in law or in equity, whether latent or patent, accrued or unaccrued, known or unknown, which the Association ever had or now has against the Club Owner, by reason of the Access Control Program.

4. **Parties Bound.** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns.

5. **Governing Law and Selection of Forum.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be Polk County, Florida.

6. **Waiver.** No waiver of any of the provisions of this Assignment shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing or future waiver.

7. **Construction and Interpretation.** Neither party shall be considered the author of this Assignment since the parties hereto have participated in extensive negotiations and drafting of this document so as to arrive at the final Assignment; accordingly, the terms of this Assignment shall not be more strictly construed against either party based upon one party having initially drafted this Assignment.

8. **Prevailing Party.** In the event it becomes necessary for either party to initiate litigation or incur other costs for the purpose of enforcing any of its rights hereunder or for the purpose of seeking damages for any breach hereof, then, in addition to any and all other remedies that may be granted, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, paraprofessional fees (in-housed and out-sourced), and costs, pretrial and at all levels of proceedings, including appeals and all other costs incurred by it in connection with such enforcement efforts, including any costs incurred in engaging collection agencies or other third parties.

9. **Captions.** The captions and paragraph headings contained in this Assignment are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Assignment.

10. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original, and a complete set of which shall together constitute the same instrument.

11. **Ratification.** All terms and provisions of the Club Plan shall remain in full force and effect, unchanged by this assignment except as expressly provided for herein.

IN WITNESS WHEREOF, Club Owner and Association have executed this Assignment as of the date first above written.

WITNESSES:

Tami Delgado
Print Name: Tami Delgado

Kaye Burchenson
Print Name: Kaye Burchenson

CLUB OWNER:

AVATAR PROPERTIES INC., a Florida corporation

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

[SEAL]

Tami Delgado
Print Name: Tami Delgado

Kaye Burchenson
Print Name: Kaye Burchenson

ASSOCIATION:

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

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

[SEAL]

[NOTARY BLOCKS APPEAR ON THE FOLLOWING PAGE]

STATE OF FLORIDA)
) SS:
COUNTY OF POLK)

This instrument was acknowledged before me on this 13th day of December, 2013, by Anthony S. Iorio, as Vice President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of such corporation and he is personally known to me or produced Florida driver's license as identification.

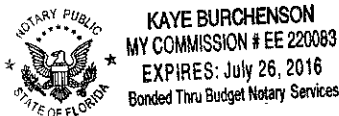


Kaye Burchenson
Notary Public, State of Florida

My commission expires: 7/26/2016

STATE OF FLORIDA)
) SS:
COUNTY OF Polk)

This instrument was acknowledged before me on this 13th day of December, 2013, by Anthony S. Iorio, as President of SOLIVITA COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation and s/he is personally known to me or produced Florida driver's license as identification.



Kaye Burchenson
Notary Public, State of Florida

My commission expires: 7/26/2016