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THIS INSTRUMENT PREPARED BY:

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

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

**AMENDED AND RESTATED SOLIVITA™ CLUB PLAN**

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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 13<sup>th</sup> day of December, 2013.

**WITNESSES:**

AVATAR PROPERTIES INC., a Florida corporation

Tami Delgado  
Print Name: Tami Delgado

Kaye Burchenson  
Print Name: Kaye Burchenson

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

[SEAL]

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

The foregoing instrument was acknowledged before me this 13<sup>th</sup> 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**

<b>Club Membership Fee Schedule for Homes within:</b>	
<p><b>Solivita - Phase 1</b>, 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><b>Solivita - Phase IIA</b>, 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><b>Solivita - Phase IIB</b>, recorded in Plat Book 115 at Page 34, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.</p>	
<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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 III**, recorded in Plat Book 153 at Page 14, according to the plat thereof, as recorded in the Public Records of Polk County, Florida.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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.

<b>TIME PERIOD CLUB MEMBERSHIP FEE IS IN EFFECT</b>	<b>CLUB MEMBERSHIP FEE PER MONTH PER HOME</b>
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 13<sup>th</sup> 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                     )  
  ) SS.:  
COUNTY OF Polk                     )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> 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



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