

Signed this 18th day of Janaury, 2013 by the undersigned Developer.

OK TERRALARGO LLC,

a Florida limited liability company

By: OK JV2 LLC,

a Delaware limited liability company

Its: Manager

By:

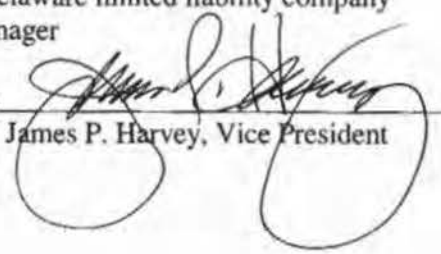

James P. Harvey, Vice President

Exhibit "C"
Copy of Amendment to Club TerraLargo Club Plan
[Attached.]

Prepared by and return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, FL 33764

Recording cross-reference:
O.R. Book 7464, Page 1027

**THIRD AMENDMENT
TO
CLUB TERRALARGO CLUB PLAN**

THIS THIRD AMENDMENT TO CLUB TERRALARGO CLUB PLAN ("Amendment") is made on January 18, 2013, by **OK TERRALARGO CLUB LLC**, a Florida limited liability company (herein, "**Terralargo Club**" or "**Club Owner**") with reference to the following facts:

WITNESSETH:

WHEREAS, pursuant to that certain Special Warranty Deed recorded on November 1, 2012 in O.R. Book 8789, Page 1649 of the Public Records of Polk County, Florida, Terralargo Club is the "Club Owner" as defined in that certain Club TerraLargo Club Plan recorded October 25, 2007 in O.R. Book 7464, Page 1027 (and attached as **Exhibit 4** of that certain Declaration for TerraLargo recorded October 25, 2007 in O.R. Book 7464, Page 1090 (as amended, the "**Declaration**")), as amended by that certain First Amendment to Club TerraLargo Club Plan recorded December 30, 2009 in O.R. 8045, Page 380, and by that Second Amendment to Club TerraLargo Club Plan recorded December 12, 2012 in O.R. Book 08820 page 1561, all of the Public Records of Polk County, Florida (collectively, the "**Club Plan**"); and

WHEREAS, pursuant to that certain Assignment of Developer's Rights and Assumption Agreement dated October 22, 2012 and recorded in O.R. Book 8789, Page 1666 of the Public Records of Polk County, Florida, Terralargo Club acquired all of the rights, powers, privileges, exemptions and exceptions held by Terralargo Land, LLC, a Florida limited liability company as the Club Owner under the Club Plan;

WHEREAS, pursuant to Section 26 of the Club Plan, Club Owner has the right to amend the Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever; and

WHEREAS, the Club Owner desires to amend the Club Plan, as more specifically set forth in this Amendment.

NOW, THEREFORE, Club Owner hereby amends the Club Plan in the following respects and declares that all of TerraLargo shall be held, sold and conveyed subject to the terms and conditions of the Club Plan, as amended hereby:

1. Recitals and Exhibit. The foregoing Recitals are true and complete and, together with the Exhibit attached hereto, are incorporated herein by reference.
2. Association's Option to Purchase the Club. Section 5.5 of the Club Plan is hereby amended as follows (*underlining indicates new text, and strike-through indicates deleted text*):

5.5 Association's Option to Purchase the Club. ~~On or after two (2) years from~~ Within the period of time beginning on the Community Completion Date through the date that is two (2) years after the Community Completion Date, the Club Owner shall be required to make a written offer to the Association for the Association to purchase the Club (the "Offer Notice") for a purchase price an amount resulting from (the "Purchase Price") the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs (assuming the Purchase Option was not exercised) equal to the maximum amount of debt the Association is able to obtain from an institutional mortgagee for a purchase money mortgage with fully-amortized payments for a thirty (30) year term, such that each Member's pro rata share of the mortgage debt payable on an annual basis shall not cause an increase in such Members' annual Club Membership Fees (as described and provided for in Section 6.2 of this Club Plan) beyond any annual increase to the Club Membership Fees permitted by the terms of this Club Plan. For the period beginning on the date the Association receives the Offer Notice through the date that is sixty (60) days after the date the Association receives the Offer Notice, the Association shall have the Option (the "Purchase Option") to purchase the Club on the terms set forth in the Offer Notice and such other terms expressly set forth in this Club Plan regarding the Association's purchase of the Club. This Purchase Option may shall be exercised, if at all, by a resolution of the majority of the Board of the Association, without the joinder of any Owner or any other person. Such Purchase Option shall be exercised by written notice (the "Option Notice") to Club Owner signed by a majority of the Board in the form attached hereto as **Exhibit E**, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan) and received by Club Owner prior to the expiration of the Option Period.

To Club Owner:

~~Avatar Properties Inc.~~
~~201 Alhambra Circle, 12th Floor~~
~~Coral Gables, Florida 33134~~
~~Attention: Patricia Kimball Fletcher, Esq.~~
~~OK Terralargo Club LLC~~
~~8875 Hidden River Parkway, Suite 150~~
~~Tampa, Florida 33637~~

Attention: James P. Harvey

With a copy to:

Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131
Attention: Jeffrey R. Margolis, Esq.

Feldman & Mahoney, P.A.
19321-C U.S. Highway 19 North, Suite 600
Clearwater, Florida 33764
Attention: Jessica Paz Mahoney, Esq.

The Option Notice shall be irrevocable once signed by a majority of the voting interests of the Board. The closing of the sale of the Club by Club Owner shall convey the Club to Association shall occur within sixty (60) days of the Club Owner's receipt of the Option Notice. The conveyance of the Club shall occur in accordance with the terms as set forth in the Agreement for Sale and Purchase by and between Club Owner and Association, which shall be in substantially the form attached hereto as **Exhibit F**. If the Association does not exercise the Option on or prior to the expiration of the Option Period, then the Option shall automatically terminate, the Association thereafter shall have no further right to purchase the Club, and the Club Owner shall have the right to sell the Club to any third party on such terms and conditions as are acceptable to Club Owner in its sole discretion. If the Association purchases the Club pursuant to this Section 5.5 or Section 5.9, then the terms of Section 5.6 through 5.8 of this Club Plan shall govern such transfer.

3. Club Membership Fee. Notwithstanding anything to the contrary in Section 6.2 of the Club Plan, the Club Membership Fee Schedule attached to the Club Plan as **Exhibit D** is replaced with the Club Membership Fee Schedule attached to this Amendment as **New Exhibit "D"**, which shall be effective commencing on January 1, 2013 through 2015. Further notwithstanding anything in Section 6.2 of the Club Plan to the contrary, from and after 2016, the Club Membership Fees shall not increase from the prior year's level by more than the Consumer Price Index for all Urban Consumers (CPI-U) as published by the U.S. Bureau of Labor Statistics for all expenditures, an expressed as an unadjusted percentage change from September of the previous year to September of the current year, without the affirmative vote of a majority of the Owner's at a meeting of the Members of the Association at which a quorum is present. For purposes of this section, the Club Owner shall have the right to require an officer of the Board or any management company of the Association to present any such increase in the Club Member Fees at the Annual Members Meeting (as defined in the By-Laws (as defined in the Declaration)), or at a Special Members Meeting (as defined in the By-Laws) called for such purpose in accordance with the requirements of the By-Laws.

4. Quorum. Notwithstanding anything to the contrary in the Club Plan, thirty percent (30%) of the total Owner's shall constitute a quorum for all purposes requiring a quorum of the Owners under the Club Plan.
5. Loans. The Club Owner may only obtain a loan secured by the Club Property (a "Club Loan") with a term of twenty (20) or fewer years, with payments fully-amortized over the term of the loan. If Club Owner obtains a Club Loan, Club Owner shall not utilize monies collected from Owners for their pro rata share of Club Expenses towards payments of the Club Loan.
6. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Club Plan. Except as expressly modified by this Amendment, the Club Plan, shall remain unmodified and unamended, and Club Owner hereby ratifies and reaffirms same.

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

WITNESSES:

David B. Langhous
Signature of Witness #1
DAVID B. LANGHOUS
Typed/Printed Name of Witness #1
Bryan T. LoPreste
Signature of Witness #2
BRYAN T. LOPRESTE
Typed/Printed Name of Witness #2

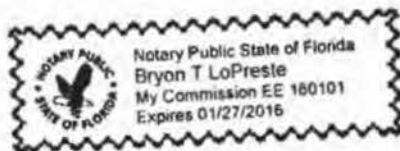
CLUB OWNER:

OK TERRALARGO CLUB LLC,
a Florida limited liability company
By: OK JV2 LLC,
a Delaware limited liability company
Its: Manager

By: James Harvey
James Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of January, 2013, by James Harvey, the Vice President of OK JV2 LLC, a Delaware limited liability company, the Manager of OK Terralargo Club LLC, a Florida limited liability company, on behalf of the company. He /✓/ is personally known to me or / / has produced _____ as identification.



Bryan T. LoPreste
Notary Public, State of Florida
Bryan T. LoPreste
Print Name
My Commission Expires: 01-27-16
(SEAL)

New Exhibit "D"
Replacement Exhibit D to Club Plan
Club Membership Fee Schedule

Year	Monthly Payment
2007	\$75
2008	\$77
2009	\$79
2010	\$81
2011	\$83
2012	\$85
2013	\$25
2014	\$25
2015	\$50



INSTR # 2018156594
BK 10557 Pgs 1004-1019 PG(s)16
RECORDED 07/23/2018 03:52:38 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$137.50
RECORDED BY laurdavi

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

FIFTH AMENDMENT TO DECLARATION FOR TERRALARGO

R THIS FIFTH AMENDMENT TO DECLARATION FOR TERRALARGO (this "**Amendment**") is made on this 16th day of July, 2018, by OK TERRALARGO LLC, a Florida limited liability company (the "**Developer**") and joined in by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. Pursuant to that certain Assignment of Developer's Rights and Assumption Agreement dated October 22, 2012 and recorded in O.R. Book 8789, Page 1666 of the Public Records of Polk County, Florida, OK TERRALARGO LLC is the "Developer" under that certain DECLARATION FOR TERRALARGO recorded in O.R. Book 7464, Page 1090, as amended by that certain FIRST AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 8023, Page 1267, as further amended by that certain SECOND AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 8045, Page 371, as further amended by that certain THIRD AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 08820, Page 1566, and as further amended by that certain FOURTH AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 08862, Page 2204, all of the Public Records of Polk County, Florida (as supplemented and amended, collectively the "**Declaration**").

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date, Developer has the right to amend the Declaration as it deems appropriate in Developer's sole discretion, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not occurred and the Developer desires to amend the Declaration, as more specifically set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration as set forth herein.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Section 2 of the Declaration is hereby amended to add the following definitions:

RETURN TO:

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14025 RIVEREDGE DR, SUITE 175
TAMPA, FL 33637

"Neighborhood" shall mean and refer to a group of Lots designated as a separate Neighborhood. A Neighborhood may be comprised of more than one housing type and may include noncontiguous Lots.

"Neighborhood Assessments" shall mean and refer to Assessments levied against Lots and/or Homes in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described herein.

"Neighborhood Expenses" shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Lots and/or Homes within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to the Declaration or in any Supplemental Declaration(s) applicable to such Neighborhood(s).

"Party Wall" shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between the Lots upon which single family attached Homes are constructed.

"Party Roof" shall mean any roof built as part of the original construction of two or more single family attached Homes and any replacement thereof.

"Solamor" or **"Solamor Neighborhood"** shall mean the Neighborhood comprised of all Lots located within the real property more particularly described on **Schedule A** attached hereto and incorporated herein by reference.

"Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records which subjects additional property to the Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. For so long as the Developer has the right to amend the Declaration or annex additional property pursuant to Sections 4.1 and 5.1 of the Declaration, the Developer may file a Supplemental Declaration to accomplish the foregoing. The Developer may, by Supplemental Declaration, create additional Neighborhoods or classes of membership, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration.

3. Section 3 of the Declaration is hereby amended to add the following new Sections 3.1 and 3.2 as follows:

3.1 **Neighborhood Designation.** Certain Lots within TerraLargo may be located within a Neighborhood. The Declaration or any amendment thereto or a Supplemental Declaration may designate Homes, Lots, or Parcels to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as Developer has the right to subject additional property to the Declaration pursuant to Section 5.1 of the Declaration, the Developer may amend the Declaration or any Supplemental Declaration to re-designate Neighborhood boundaries. All Lots located within the real property more particularly described on **Schedule A** are

hereby designated as the Neighborhood to be known as the "Solamor Neighborhood" or "Solamor."

3.2 Neighborhood Rules, Restrictions and Covenants. Nothing in the Declaration shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of a Neighborhood from containing additional restrictions or provisions that are more restrictive than the provisions of the Declaration. Solamor may be subject to additional use restrictions and/or rules and regulations as adopted by the Board. Notwithstanding the foregoing, prior to the Turnover Date, the Developer shall have the right to amend, modify, rescind or add to the Solamor Neighborhood covenants and use restrictions as it deems appropriate, without the joinder or consent of any Owner, provided, that such amendment does not substantially alter the Master Plan.

4. The first sentence of Section 10.3 of the Declaration is hereby amended as follows:

10.3 Maintenance of Lawn and Landscaping. Except as otherwise set forth in Section 10.17 below with respect to the Solamor Neighborhood, the Association shall have no responsibility for maintenance of yards within a Lot Home.

5. Section 10 of the Declaration is hereby amended to add new Section 10.17 as follows:

10.17 Solamor Neighborhood Home Maintenance. The following shall apply to only the Solamor Neighborhood:

10.17.1 Painting. The Association shall paint all exterior painted portions of Homes located within Solamor, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such exterior painting made in accordance with this Section 10.17.1 shall constitute a part of the Neighborhood Expenses for the Solamor Neighborhood and each Owner of a Lot within Solamor shall pay an equal share of such costs. The Association shall have no responsibility to repair damage to paint caused by an Owner or due to an Owner's negligence. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence, then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Lot as an Individual Assessment.

In the event that (i) an Owner desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home within the Solamor Neighborhood as provided herein, or (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by an Owner or an Owner's negligence, or as required by Section 11.54 below, then any such proposed painting by the Owner shall be subject to ARC approval. If the proposed painting by an Owner is approved by the ARC, the ARC shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

10.17.1.1 all work and materials for painting shall be at the Owner's sole cost and expense;

10.17.1.2 all color selections shall be approved by the ARC and must be the same or substantially similar to the other Homes attached to the Home;

10.17.1.3 the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

10.17.1.4 if the Association thereafter paints the Home or any other Homes attached to the Home in accordance with this Section 10.17.1, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Neighborhood Expenses for the Solamor Neighborhood and each Owner of a Lot within Solamor shall pay an equal share of such costs.

10.17.2 Roofs. The Association shall repair and replace roofs of Homes located within Solamor, including tiles and roof decking, at the Board's discretion and on such intervals as the Board may decide in its sole discretion; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The cost associated with any such roof repair and replacement shall constitute a part of the Neighborhood Expenses for the Solamor Neighborhood and each Owner of a Lot within Solamor shall pay an equal share of such costs. Notwithstanding any of the foregoing to the contrary, the Association shall have no obligation for repair or replacement of roofs in the case of damage due to roof alterations by an Owner or any willful actions or negligence of an Owner, and the Owner shall be responsible for any such repair or replacement at the Owner's sole cost and expense. In the event the roof or any component thereof is not repaired and replaced by the Owner pursuant to the foregoing sentence, and subject to Section 10.17.4 below, the Association may, but shall not be obligated to, repair and replace such roof on behalf of the Owner, and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment. If a roof is damaged or destroyed by the act of one adjoining Owner, or his guests, lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the roof without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary herein, Declarant and the Association have the right to enforce the provisions of this Section, however neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section.

10.17.3 Pressure Washing and Driveways. Except as otherwise expressly set forth in this Section 10.17, exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be maintained, pressure treated, painted and/or repaved by Owners of Lots within Solamor in accordance with Section 11.36 and 11.54 of the

Declaration. Notwithstanding the foregoing, the Association may, in its sole discretion and on such intervals as the Board may decide in its sole and absolute discretion, pressure clean the roofs and the exterior portions of Homes located within the Solamor Neighborhood, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure cleaning and made in accordance with this Section 10.17.3 shall be part of the Neighborhood Expenses for the Solamor Neighborhood, and each Owner of a Lot within Solamor shall pay an equal share of such costs.

10.17.4 Insurance. All Owners of Lots within Solamor shall be required to maintain insurance in accordance with Section 12 of the Declaration. Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 12 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 10.17, such repairs or replacements shall be governed by Section 12.2.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

10.17.5 Landscape and Irrigation Maintenance.

10.17.5.1 General. The Association shall be responsible for maintaining the landscaped areas within each Lot within Solamor only to the extent provided in this Section. The Association's landscape maintenance responsibilities include trimming, mowing, repair and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Unless otherwise provided herein, the cost associated with such lawn maintenance, repair and replacement shall be deemed part of the Neighborhood Expenses for the Solamor Neighborhood and each Owner of a Lot within Solamor shall pay an equal share of such costs. Notwithstanding the foregoing or any other provision of the Declaration to the contrary, the Association shall have no responsibility to repair or replace any sod, grass or other landscaping in the case of damage caused by an Owner. In the event the sod, grass or other landscaping is damaged by an Owner, then the Association may, but shall not be obligated to, repair and replace such grass or landscaped areas and the costs and expenses of such repairs and replacements shall be assessed against the respective Lot as an Individual Assessment. The Association is hereby granted an easement over and across each Lot in Solamor for the purpose of maintaining the landscaping and irrigation. All Owners shall not place any obstruction, fence, wall, tree or shrubbery on a Lot without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of maintaining the grass as required hereunder.

10.17.5.2 Additional Maintenance of Landscaping. Each Owner of a Lot within Solamor, by acceptance of a deed to their Lot, authorizes the Association to conduct additional

landscape maintenance beyond the scope described in this Section if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including without limitation, Owner negligence. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

10.17.5.3 Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Developer, with the approval of the ARC, then such Owner shall be solely responsible for the maintenance of such modified landscaping. Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System. No landscape lighting shall be installed by an Owner without the prior written approval of the ARC.

10.17.5.4 Irrigation. The Association shall control the irrigation of the grass and landscaping located upon the Lots at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The Association shall be responsible for the routine maintenance of the irrigation facilities located within each Lot at the Association's sole discretion and the cost of same shall constitute a part of the Neighborhood Expenses for Solamor; provided, however, each Owner is responsible, at its sole cost and expense, for any repair, replacement or relocation of the irrigation facilities located within such Owner's Lot in the case of damage caused by an Owner or due to an Owner's negligence. The Association may perform routine irrigation tests and monitoring to verify proper functioning and operation of the irrigation system at the Association's sole discretion and the cost of same shall constitute a part of the Neighborhood Expenses for Solamor. Notwithstanding any other provision in the Declaration, the Association shall have access to any devices or facilities used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location.

10.17.5.5 Proviso. Owners shall not impede the Association's access to any areas the Association is responsible to maintain. Notwithstanding the Association's maintenance obligations provided in this Section, in the event an Owner installs a gated or enclosed fence upon their Lot, as approved by the ARC, which impedes or restricts the Association's access to the Lot, then the Owner shall be solely

responsible for maintenance, repair and replacement of any landscaping and irrigation facilities located within the Owner's Lot and the Association shall have no responsibility for the same. In the event an Owner installs a gated or enclosed fence upon their Lot which impedes or restricts the Association's access to the Lot and the Association is no longer required to maintain such Lot in accordance with this Section, the Owner of such Lot shall not be entitled to any discount, refund or abatement of Assessments, or any other fees, as a result of the reduced maintenance obligations for such Owner's Lot.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN SOLAMOR MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN SOLAMOR. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES AND IRRIGATION FACILITIES MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE NEIGHBORHOOD EXPENSES FOR THE SOLAMOR NEIGHBORHOOD, AND EACH OWNER OF A LOT IN THE SOLAMOR NEIGHBORHOOD SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

10.17.6 Pest Control and Termite Program. The Association may, in its sole discretion, provide pest control services and/or contract with a licensed termite company to provide a termite warranty program for Homes. All costs associated with any such programs shall be part of the Neighborhood Expenses for the Solamor Neighborhood and each Owner of a Lot in the Solamor Neighborhood shall pay an equal share of such costs.

6. Section 10 of the Declaration is hereby amended to add new Section 10.18 as follows:

10.18 Retaining Walls. Certain areas of TerraLargo may contain retaining walls, and fences and/or handrails required in connection with such retaining walls (collectively, the "**Retaining Walls**"). Retaining Walls located within Common Areas shall be maintained by the Association and the costs thereof shall be deemed Operating Costs of the Association. Structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the Association and the costs thereof shall be deemed Operating Costs of the Association; however, with respect to all Lots outside of the Solamor Neighborhood, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such portions of Retaining Wall. The Association is hereby granted an easement over and across each Lot in TerraLargo for the purpose of installation and maintenance of the Retaining Walls. No Owner shall block or impede the Association's access for purposes of installation or maintenance of such Retaining Walls. Failure of the Association to undertake any maintenance, replacement or repair of a Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Developer neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING WITH THE EXCEPTION OF SOD OR GROUND COVER, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN THREE FEET (3') FROM ANY RETAINING WALL.

7. Section 11.16 of the Declaration is hereby deleted in its entirety and replaced with the following:

11.16 Fences and Walls.

11.16.1 Generally. No walls or fences shall be erected or installed without prior written consent of the ARC, excluding any walls or fences installed by Developer or Builders. Any wall or fence installed by an Owner on a Lot shall be routinely maintained, cleaned and repaired by the Owner of such Lot. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping. All screening and screened enclosures shall require the prior written approval of the ARC. All enclosures of balconies or patios, including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ARC. Fences on the sides of a Home shall be six feet (6') or less. No walls shall be erected or installed on the side of Lot lines over utility mains. Except as otherwise expressly provided herein, Owners of Lots within the Solamor Neighborhood shall not install any wall or fence upon their Lot; provided, however, Owners of Lots within the Solamor Neighborhood shall be permitted to install privacy panels on zero-lot line side yard, however, such privacy panels shall require the prior written approval of the ARC and shall be six feet (6') or less in height and no more than eight feet (8') in length.

11.16.2 Rear Privacy Fences. Developer anticipates all or a portion of the Lots within the Solamor Neighborhood will contain privacy fences constructed by the Developer or Builders and located on the rear lot-line of such adjoining Lots ("Rear Privacy Fences"). Notwithstanding anything contained herein to the contrary, each adjoining Owner's obligation with respect to Rear Privacy Fences shall be determined by this Declaration, except as otherwise required by Florida law.

11.16.2.1 Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of any Rear Privacy Fence facing their Lot. Except as provided in this Section 11.16, the cost of reasonable repair shall be shared equally by adjoining Lot Owners.

11.16.2.2 Damage by One Owner. If a Rear Privacy Fence is damaged (whether cosmetic or structural) or destroyed by the act of one adjoining Owner, or its guests, lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Rear Privacy Fence to its prior condition, without cost to the adjoining Owner, and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Section 11.16, the Declarant, Builders and the Association have the right to enforce the provisions of this Section 11.16, however neither the Declarant, the Builders nor the Association shall have any obligation whatsoever to enforce the provisions of this Section 11.16 or become involved in any dispute between Owners in connection with this Section 11.16.

11.16.2.3 Other Damage. If a Rear Privacy Fence is

damaged or destroyed by any cause other than the act of one of the adjoining Owners, its agents, lessees, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Rear Privacy Fence to its prior condition as constructed by the Declarant or Builder, equally sharing the expense; provided, however, that if a Rear Privacy Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or its agents, lessees, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Rear Privacy Fence and shall immediately repair the Rear Privacy Fence to its prior condition as constructed by the Declarant or Builder.

11.16.2.4 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter its Lot for the purpose of installations, alteration, or repairs to a Rear Privacy Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

11.16.2.5 Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 11.16.2 shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.16.2.6 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Rear Privacy Fence) the Rear Privacy Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

8. Section 11.29.1 of the Declaration is hereby amended to add the following sentence to appear at the end of Section 11.29.1:

"This Section 11.29 shall not apply to Owners of Lots within the Solamor Neighborhood."

9. Section 11.34 of the Declaration is hereby amended as follows:

11.34 Pools. No above-ground pools shall be permitted on any Lot. No pools, hot tubs or spas shall be permitted within any Lot within the Solamor Neighborhood. All in-ground pools, hot tubs, spas and appurtenances proposed

to be installed on any Lot outside of the Solamor Neighborhood shall require the prior written approval of the ARC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ARC; (iii) pool cages and screens must be of a design, color and material approved by the ARC and shall be no higher than twelve (12) feet unless otherwise approved by the ARC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ARC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ARC approval.

10. The first sentence of Section 11.42 of the Declaration is hereby deleted in its entirety and replaced with the following:

"No recreational, playground or sports equipment shall be installed or placed upon Lots within the Solamor Neighborhood. With respect to any portion of TerraLargo outside of the Solamor Neighborhood, no recreational, playground or sports equipment shall be installed without prior written consent of the ARC."

11. Section 11 of the Declaration is hereby amended to add the following as new Section 11.54:

11.54. Exterior Home Maintenance. Each Owner is solely responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section 11.54, and they should be completed in a timely fashion to prevent any damage to the Home.

12. Section 15.8 of the Declaration is hereby amended to add the following sentence to the end of said Section:

"Notwithstanding anything to the contrary contained in this Declaration, Neighborhood Assessments for the Solamor Neighborhood shall commence as to each Owner and/or Builder upon the earlier of (i) issuance of a certificate of occupancy for the Home located on the Lot, or (ii) commencement of the Association's performance of landscape maintenance on the Lot, as set forth in Section 10.17.5 hereof.

13. Section 15.13 of the Declaration is hereby deleted in its entirety and replaced with the following:

15.13 Re-sale Contribution. After a Home has been conveyed by the Developer to the first purchaser other than a Builder, a resale contribution (the "Resale Contribution") shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Home by an Owner. The initial amount of the Resale Contribution shall be Three Hundred and No/100 Dollars (\$300.00), which is subject to change from time to time as determined by resolution of the Board in the Board's discretion upon notice to all Owners within TerraLargo. The Resale Contribution shall not be applicable to any conveyances from the Developer or a Builder. After the Home has been conveyed by Developer or a Builder, the Resale Contribution shall be a recurring assessment payable to Association upon every succeeding conveyance of a Home. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including, without limitation, future and existing capital improvements, Operating Costs, support costs and start-up costs.

14. Section 15 of the Declaration is hereby amended to add new Section 15.25 as follows:

15.25 Neighborhood Assessments. The Association may levy Neighborhood Assessments for which Owners in a Neighborhood or Neighborhoods are subject to in order to fund Neighborhood Expenses for such Neighborhood. By way of example, and not of limitation, all of the Owners of Lots within a Neighborhood may be subject to Neighborhood Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Neighborhood. Neighborhood Assessments shall be treated in the same manner as all other assessments due from a Lot Owner and collected and enforced in accordance with the Declaration. The Board also may, but shall have no obligation to, include a reserve for capital repairs and replacements and a reasonable administrative charge. Notwithstanding anything to the contrary contained in this Declaration, Neighborhood Assessments for the Solamor Neighborhood shall commence as to each Owner and/or Builder upon the earlier of (i) issuance of a certificate of occupancy for the Home located on the Lot, or (ii) commencement of the Association's performance of landscape maintenance on the Lot, as set forth in Section 10.17.5 hereof.

15. Section 17 of the Declaration is hereby amended to add the following sentence at the end of Section 17.3:

"Notwithstanding any other provision hereof to the contrary, the ARC (and the Developer prior to the Community Completion Date) shall have the right to subject a Neighborhood or Neighborhoods to specific guidelines and standards applicable only to such Neighborhood(s)."

16. The Declaration is hereby amended to add new Section 28 as follows:

28. Party Walls; Party Roofs.

28.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party

Walls and Party Roofs within TerraLargo that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall or Party Roof, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, Party Roof or Party Wall. The foregoing shall also apply to any replacements of any Party Walls or Party Roofs. The foregoing conditions shall be perpetual in duration.

28.2 Painting of Party Walls. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her Home.

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

28.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

28.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

28.3.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

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

28.3.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the

event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

17. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

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

19. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Polk County, Florida.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this 16th day of July, 2018.

WITNESSES:

Candice Smith
Print Name: Candice Smith
[Signature]
Print Name: Bryon T. LoPreste

"DEVELOPER"

OK TERRALARGO LLC, a Florida limited liability company

By: [Signature]
Name: James P. Harvey
Title: Vice President

{COMPANY SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 16th day of July, 2018 by James P. Harvey, as Vice President of OK TERRALARGO LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name Bryon T. LoPreste

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this FIFTH AMENDMENT TO DECLARATION FOR TERRALARGO (this "**Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Amendment and does not affect the validity of this Amendment as the Association has no right to approve this Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16th day of July, 2018.

WITNESSES:

Cardice Smith
Print Name: Cardice Smith

Bryon T. LoPreste
Print Name: Bryon T. LoPreste

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

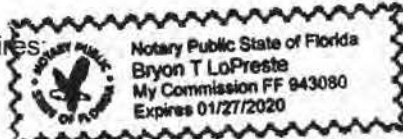
By: [Signature]
Name: James P. Harvey
Title: President

STATE OF FLORIDA)
)
COUNTY OF)

The foregoing instruction was acknowledged before me this 16th day of JULY, 2018, by JAMES P. HARVEY, as President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

[Signature]
Name: Bryon T. LoPreste
Notary Public, State of Florida
at Large

My Commission Expires:



SCHEDULE A

Legal Description for the Solamor Neighborhood

TERRALARGO PHASE 3E, according to the plat thereof recorded in Plat Book 167, Pages 11-12, Public Records of Polk County, Florida.

#6017910 v7

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

SIXTH AMENDMENT TO DECLARATION FOR TERRALARGO

THIS SIXTH AMENDMENT TO DECLARATION FOR TERRALARGO (this "**Amendment**") is made on this 7th day of January, 2020, by OK TERRALARGO LLC, a Florida limited liability company (the "**Developer**") and joined in by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. Pursuant to that certain Assignment of Developer's Rights and Assumption Agreement dated October 22, 2012 and recorded in O.R. Book 8789, Page 1666 of the Public Records of Polk County, Florida, OK TERRALARGO LLC is the "Developer" under that certain DECLARATION FOR TERRALARGO recorded in O.R. Book 7464, Page 1090, as amended by that certain FIRST AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 8023, Page 1267, as further amended by that certain SECOND AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 8045, Page 371, as further amended by that certain THIRD AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 08820, Page 1566, as further amended by that certain FOURTH AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 08862, Page 2204, and as further amended by that certain FIFTH AMENDMENT TO DECLARATION FOR TERRALARGO recorded in O.R. Book 10557, Page 1004, all of the Public Records of Polk County, Florida (as supplemented and amended, collectively the "**Declaration**").

B. Pursuant to Section 5.3 of the Declaration, prior to, and including, the Turnover Date, the Developer has the right to amend the Declaration as it deems appropriate in the Developer's sole discretion, without the joinder or consent of any person or entity whatsoever, for purposes of withdrawing land from any portion of TerraLargo.

C. The Turnover Date has not occurred and the Developer desires to amend the Declaration, as more specifically set forth in this Amendment.

D. The Developer desires, in accordance with Section 5.3 of the Declaration to file of record this Amendment for the purpose of withdrawing the Withdrawn Property (as defined below) from the provisions of the Declaration and the jurisdiction of the Association.

NOW, THEREFORE, the Developer hereby amends the Declaration as set forth herein.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

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

3. Withdrawal. The Developer is the record title holder of that parcel of real property legally described on **Schedule A** attached hereto and incorporated herein (the "**Withdrawn Property**"). The Withdrawn Property shall hereinafter be withdrawn from TerraLargo and shall no longer be subject to the provisions of the Declaration or the jurisdiction of the Association.

4. Ratification. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. Covenant. This Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Polk County, Florida.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]


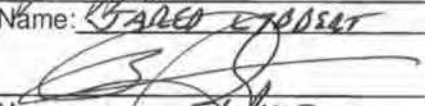
IN WITNESS WHEREOF, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this 7th day of JANUARY, 2020.

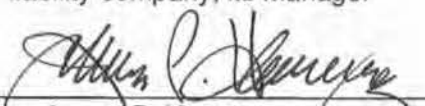
WITNESSES:

"DEVELOPER"

OK TERRALARGO LLC, a Florida limited liability company

By: OK JV2 LLC, a Delaware limited liability company, its Manager


Print Name: JARED R. PICKETT

Print Name: BRENT T. LOPRESTE

By: 
Name: James P. Harvey
Title: Vice President

{COMPANY SEAL}

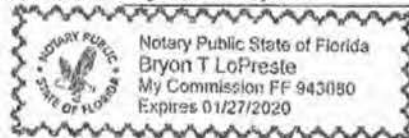
STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 7th day of JANUARY, 2020 by James P. Harvey, the Vice President of OK JV2 LLC, a Delaware limited liability company, the Manager of OK TERRALARGO LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires: 01/27/20


NOTARY PUBLIC, State of Florida at Large

Print Name BRENT T. LOPRESTE



JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in this SIXTH AMENDMENT TO DECLARATION FOR TERRALARGO (this "**Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this Joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Amendment and does not affect the validity of this Amendment as the Association has no right to approve this Amendment.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of JANUARY, 2020.

WITNESSES:


Print Name: JARED LYBOLT



Print Name: Bryan T. LoPreste

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

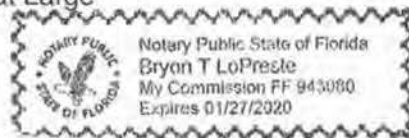
By: 
Name: James P. Harvey
Title: President

STATE OF FLORIDA }
COUNTY OF HILLSBOROUGH }

The foregoing instruction was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this 7th day of JANUARY, 2020, by James P. Harvey, as President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.


Name: Bryan T. LoPreste
Notary Public, State of Florida
at Large

My Commission Expires: 01/27/20



SCHEDULE A

Legal Description

A PORTION OF OFFICIAL RECORDS BOOK 8789, PAGE 1642, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTIONS 26 AND 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST, OF SAID POLK COUNTY, FLORIDA,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "B" OF TERRALARGO PHASE 2, AS RECORDED IN PLAT BOOK 143, PAGES 3 THROUGH 5, ALSO BEING THE NORTHWEST CORNER OF TRACT "F" OF TERRALARGO PHASE 3A, AS RECORDED IN PLAT BOOK 155, PAGES 39 AND 40, OF AFORESAID PUBLIC RECORDS; THENCE SOUTH 76°50'53" WEST ALONG THE NORTHERLY LINE OF SAID TERRALARGO PHASE 2 A DISTANCE OF 236.06 FEET; THENCE NORTH 62°10'44" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 234.90 FEET TO A POINT ON THE WESTERLY LINE OF SAID TERRALARGO PHASE 2; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY LINE: SOUTH 40°50'55" WEST A DISTANCE OF 216.77 FEET; SOUTH 50°02'45" WEST A DISTANCE OF 393.34 FEET; SOUTH 33°38'32" WEST A DISTANCE OF 370.17 FEET TO THE WESTERLY LINE OF TERRALARGO, AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, AFORESAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID WESTERLY LINE: SOUTH 42°53'53" WEST A DISTANCE OF 237.10 FEET; SOUTH 55°11'01" WEST A DISTANCE OF 267.54 FEET; SOUTH 16°01'20" WEST A DISTANCE OF 198.34 FEET; SOUTH 36°04'59" WEST A DISTANCE OF 293.09 FEET TO THE NORTHERLY LINE OF TERRALARGO PHASE 2, AS RECORDED IN PLAT BOOK 143, PAGES 3 THROUGH 5, AFORESAID PUBLIC RECORDS; THENCE RUN NORTH 89°52'57" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 320.86 FEET TO THE WESTERLY LINE OF SAID TERRALARGO PHASE 2; THENCE SOUTH 00°11'30" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 325.83 FEET TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST; THENCE NORTH 89°21'57" WEST ALONG SAID SOUTH LINE A DISTANCE OF 677.31 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°24'11" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 A DISTANCE OF 1325.84 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, ALSO BEING THE SOUTHEAST CORNER OF SB GALLOWAY CORNERS, AS RECORDED IN PLAT BOOK 154, PAGES 32 THROUGH 33, AFORESAID PUBLIC RECORDS; THENCE NORTH 00°25'32" WEST ALONG THE EAST LINE OF SAID SB GALLOWAY CORNERS AND WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 2654.90 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°18'19" WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27 A DISTANCE OF 1325.74 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 89°58'23" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27

A DISTANCE OF 1317.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, ALSO BEING THE SOUTHWEST CORNER OF BLOOMFIELD HILLS PHASE FIVE, AS RECORDED IN PLAT BOOK 111, PAGES 29 THROUGH 30, AFORESAID PUBLIC RECORDS; THENCE SOUTH 89°54'35" EAST ALONG THE SOUTH LINE OF SAID BLOOMFIELD HILLS PHASE FIVE, BLOOMFIELD HILLS PHASE THREE, AS RECORDED IN PLAT BOOK 99, PAGE 37, BLOOMFIELD HILLS PHASE FOUR, AS RECORDED IN PLAT BOOK 105, PAGES 38 THROUGH 39, AFORESAID PUBLIC RECORDS, ALSO BEING THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27 A DISTANCE OF 2647.87 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 23 EAST; THENCE NORTH 89°47'14" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, ALSO BEING THE SOUTH LINE OF FOXWOOD LAKE ESTATES PHASE THREE, AS RECORDED IN PLAT BOOK 82, PAGES 23 THROUGH 24, AFORESAID PUBLIC RECORDS A DISTANCE OF 2685.95 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26 ALSO BEING THE SOUTHERNMOST SOUTHEAST CORNER OF SAID FOXWOOD LAKE ESTATES, ALSO BEING A POINT ON THE WEST LINE OF FOXWOOD LAKE ESTATES PHASE TWO, AS RECORDED IN PLAT BOOK 78, PAGES 36 THROUGH 37, AFORESAID PUBLIC RECORDS; THENCE SOUTH 00°00'05" WEST ALONG SAID WEST LINE OF FOXWOOD LAKE ESTATES PHASE TWO AND THE WEST LINE OF FOXWOOD LAKE ESTATES PHASE ONE, AS RECORDED IN PLAT BOOK 72, PAGES 23 THROUGH 27, AFORESAID PUBLIC RECORDS, ALSO BEING THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26 A DISTANCE OF 451.30 FEET; THENCE DEPARTING SAID EAST AND WEST LINE, SOUTH 79°17'28" WEST A DISTANCE OF 50.77 FEET; THENCE NORTH 00°00'05" EAST A DISTANCE OF 260.34 FEET; THENCE SOUTH 89°47'14" WEST A DISTANCE OF 1585.01 FEET; THENCE SOUTH 00°02'16" WEST A DISTANCE OF 1050.11 FEET; THENCE SOUTH 58°43'31" WEST A DISTANCE OF 580.12 FEET; THENCE SOUTH 00°00'16" WEST A DISTANCE OF 637.01 FEET; THENCE SOUTH 85°23'28" WEST A DISTANCE OF 474.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 15,830,295.54 SQUARE FEET (363.41 ACRES), MORE OR LESS.

EXHIBIT C

PROMINENT TITLE INS AGENCY INC
827 CYPRESS PKWY
POINCIANA, FL 34759

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
H. William Walker, Jr.
White & Case LLP
200 South Biscayne Boulevard
Suite 4900
Miami, Florida 33131

INSTR # 2009226594
BK 08045 PGS 0362-0370 PG(s) 9
RECORDED 12/30/2009 04:13:44 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 78.00
RECORDED BY S Wiggins

**ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT RIGHTS**
(TerraLargo)

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS (this "Assignment") is made and entered into as of this 21st day of December 2009, by and between AVATAR PROPERTIES INC., a Florida corporation ("Assignor"), and TERRALARGO LAND, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Agreement for Sale and Purchase of Real Property dated as of the date hereof (the "Agreement"), pursuant to which Assignor is selling and Assignee is purchasing that certain real property described on Exhibit "A" attached hereto (the "Property"), and in connection therewith Assignor agreed to assign to Assignee, without recourse or warranty, any development rights owned or held by Assignor in connection with the Property (the "Development Rights"); and

WHEREAS, Assignor desires to remise, release and quitclaim to Assignee, without representation, warranty or recourse whatsoever, all of Assignor's right, title and interest, if any, in, and Assignee desires to assume all duties, obligations and liabilities of Assignor with respect to, the Development Rights.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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

2. Assignment and Assumption. Assignor hereby remises, releases and quitclaims to Assignee, without representation, warranty or recourse whatsoever, all of Assignor's right, title and interest, if any, in the Development Rights. Assignee hereby assumes all duties, obligations and liabilities of Assignor with respect to, the Development Rights; provided, however, that such assumption shall not vitiate any representations, warranties, covenants or indemnities made by Assignor to Assignee in connection with Assignee's acquisition of the Property from Assignor.

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

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

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

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

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

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

9. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed to be an original, but a complete set of all such counterparts together will constitute the same instrument.

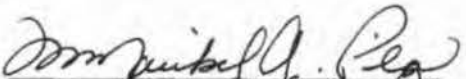
[Signatures on following page]

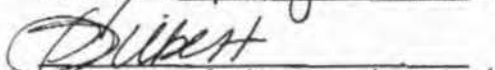
IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first above written.

WITNESSES:

ASSIGNOR:

AVATAR PROPERTIES INC.,
a Florida corporation


Print Name: Maribel G. Pila


Print Name: Childea V. Gilbert

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

ASSIGNEE:


TERRALARGO LAND, LLC, a Florida limited
liability company

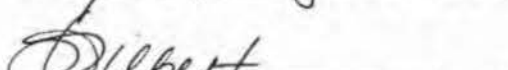
Print Name: _____

By: SLMSK, LLC, a Delaware limited liability
company, its member

Print Name: _____

By: _____
Name: Martin L. Schaffel
Title: Managing Member


Print Name: Maribel G. Pila


Print Name: Childea V. Gilbert

By: Avatar Properties Inc., a Florida
corporation, its member

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

[NOTARY BLOCKS APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first above written.

WITNESSES:

ASSIGNOR:

AVATAR PROPERTIES INC.,
a Florida corporation

Print Name: _____

By: _____

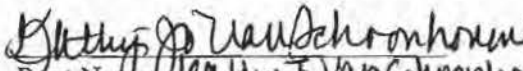
Name: Patricia K. Fletcher

Title: Executive Vice President

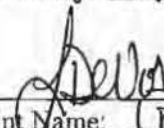
Print Name: _____

ASSIGNEE:

TERRALARGO LAND, LLC, a Florida limited
liability company


Print Name: Leahy J. Van Schoonhoven

By: SLMSK, LLC, a Delaware limited liability
company, its member


Print Name: Lisa DeVos

By: _____

Name: Martin L. Schaffel

Title: Managing Member

By: Avatar Properties Inc., a Florida
corporation, its member

Print Name: _____

By: _____

Name: Patricia K. Fletcher

Title: Executive Vice President

Print Name: _____

[NOTARY BLOCKS APPEAR ON THE FOLLOWING PAGE]

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

The foregoing was acknowledged before me this 21st day of December, 2009 by Patricia K. Fletcher as Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of said corporation, who is personally known to me or who has produced Florida driver's license as identification on behalf of the company.

My commission expires:



~~NOTARY PUBLIC~~

State of Florida

Print name:

STATE OF FLORIDA)
)SS.:
COUNTY OF)

The foregoing was acknowledged before me this ____ day of December, 2009 by Martin L. Schaffel as Managing Member and on behalf of SLMSK, LLC, a Delaware limited liability company, a member of TERRALARGO LAND, LLC, a Florida limited liability company, on behalf of said companies, who is personally known to me or who has produced a _____ driver's license as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC

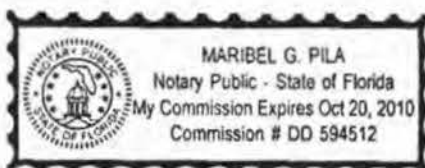
State of Florida

Print name:

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

The foregoing was acknowledged before me this 21 day of December, 2009 by Patricia K. Fletcher as Executive Vice President of Avatar Properties Inc., a Florida corporation, a member of TERRALARGO LAND, LLC, a Florida limited liability company, on behalf of said companies, who is personally known to me or who has produced Florida driver's license as identification on behalf of the company.

My commission expires:



NOTARY PUBLIC

State of Florida

Print name:

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

The foregoing was acknowledged before me this ____ day of December, 2009 by Patricia K. Fletcher as Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of said corporation, who is personally known to me or who has produced Florida driver's license as identification on behalf of the company.

My commission expires: _____

NOTARY PUBLIC
State of Florida
Print name: _____

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

The foregoing was acknowledged before me this 18th day of December, 2009 by Martin L. Schaffel as Managing Member and on behalf of SLMSK, LLC, a Delaware limited liability company, a member of TERRALARGO LAND, LLC, a Florida limited liability company, on behalf of said companies, who is personally known to me or who has produced a _____ driver's license as identification on behalf of the corporation.

My commission expires: _____



Kathy Jo Van Schoonhoven

NOTARY PUBLIC
State of Florida
Print name: Kathy Jo Van Schoonhoven

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

The foregoing was acknowledged before me this ____ day of December, 2009 by Patricia K. Fletcher as Executive Vice President of Avatar Properties Inc., a Florida corporation, a member of TERRALARGO LAND, LLC, a Florida limited liability company, on behalf of said companies, who is personally known to me or who has produced Florida driver's license as identification on behalf of the company.

My commission expires: _____

NOTARY PUBLIC
State of Florida
Print name: _____

EXHIBIT "A"

Legal Description of Property

A PARCEL OF LAND BEING A PORTION OF SECTION 26 AND 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°07'28" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, 117.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°07'28" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1058.00 FEET TO THE NORTH LINE OF A RETENTION POND PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2486, PAGE 2100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°52'30" WEST, ALONG SAID NORTH LINE 410.00 FEET TO THE WESTERLY LINE OF SAID RETENTION POND PARCEL; THENCE SOUTH 02°22'12" WEST, ALONG SAID WESTERLY LINE, 648.09 FEET; THENCE SOUTH 30°00'00" EAST, ALONG SAID WESTERLY LINE, 140.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SLEEPY HILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 1201, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 60°00'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 928.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, A CENTRAL ANGLE 29°59'28", A CHORD BEARING OF SOUTH 74°59'44" WEST, AND A CHORD DISTANCE OF 709.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE 718.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'23" WEST, ALONG SAID RIGHT OF WAY LINE, 80.14 FEET TO THE EAST LINE OF THE WEST 723.64 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE, 1283.38 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°57'14" WEST A DISTANCE OF 723.64 FEET; THENCE SOUTH 89°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1301.21 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°07'12" EAST, ALONG SAID EAST LINE, 413.51 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°48'10" WEST, ALONG SAID NORTH LINE AND SAID EASTERLY EXTENSION, 660.45 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE EAST 1/2 OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE

NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°09'34" EAST, ALONG SAID EAST LINE, 903.83 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH 89°59'47" WEST, ALONG SAID SOUTH LINE, 680.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°48'10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27; A DISTANCE OF 1323.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°23'54" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2651.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, THENCE NORTH 00°23'37" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1327.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°59'38" EAST A DISTANCE OF 1320.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°55'46" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 2645.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°46'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26, A DISTANCE OF 2685.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°00'10" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26, A DISTANCE OF 451.30 FEET; THENCE SOUTH 79°31'35" WEST 50.85 FEET; THENCE NORTH 00°00'10" WEST, 260.34 FEET; THENCE SOUTH 89°46'08" WEST, 1585.01 FEET; THENCE SOUTH 00°00'10" EAST, 1050.00 FEET; THENCE SOUTH 58°44'58" WEST, 580.52 FEET; THENCE SOUTH 00°00'10" EAST 636.98 FEET; THENCE SOUTH 77°29'58" EAST, 270.58 FEET; THENCE SOUTH 58°18'01" EAST, 272.86 FEET TO THE EASTERLY EDGE OF THE MEADOW VIEW LAKE; THENCE RUN SOUTHEASTERLY ALONG THE EDGE OF SAID LAKE, 2,482 FEET, MORE OR LESS TO THE POINT OF BEGINNING, POLK COUNTY, FLORIDA, LESS AND EXCEPT:

TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALSO LESS:

TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4, 6, 18, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31 THROUGH 63, INCLUSIVE, 65, 70, 77, 80, THROUGH 84, INCLUSIVE, 87 THROUGH 103, INCLUSIVE, 105 THROUGH 110, INCLUSIVE, 112 THROUGH 151, INCLUSIVE, 153 THROUGH 158, INCLUSIVE, 160 THROUGH 167, INCLUSIVE, 169 THROUGH 180, INCLUSIVE, 182, 184, 187, 188, 198,

202, 203 AND 204 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

AND

Lots 205 THROUGH 266, INCLUSIVE and 268 THROUGH 283, INCLUSIVE and 285 THROUGH 287, INCLUSIVE of TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT A, TRACT O, TRACT U, TRACT X AND TRACT X-1 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT G, TRACT H, TRACT I, TRACT J, TRACT LS, ALL OF PRIMA LAGO DRIVE AND THAT PORTION OF SUNSET LAKE DRIVE LYING EASTERLY OF PRIMA LAGO DRIVE OF TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGES 3 TO 5, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT D

MARY CORNELIUS
600 W HILLSBORO BLVD STE 530
DEERFIELD BEACH, FL 33441

INSTR # 2012197546
BK 08789 PGS 1666-1676 PG(s)11
RECORDED 11/01/2012 03:24:48 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 95.00
RECORDED BY J Christmas

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Barry D. Lapidès, Esq.
Duane Morris LLP
200 S. Biscayne Boulevard, Suite 3400
Miami, Florida 33131

11043707

ASSIGNMENT OF DEVELOPER'S RIGHTS AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS AND ASSUMPTION AGREEMENT (this "Assignment") is made and executed as of the 30th day of October, 2012 (the "Effective Date") between TERRALARGO LAND, LLC, a Florida limited liability company ("Assignor") and OK TERRALARGO LLC, a Florida limited liability company ("Terralargo") and OK TERRALARGO CLUB LLC, a Florida limited liability company ("Terralargo Club"; Terralargo and Terralargo Club shall collectively be referred to as "Assignee").

RECITALS:

A. Assignor is (i) the developer of TerraLargo, a residential community located within the City of Lakeland, Polk County, Florida (the "Community"), pursuant to the Declaration for TerraLargo recorded in Official Records Book 7464, Page 1027 of the Public Records of Polk County, Florida, as amended by the First Amendment to Declaration for TerraLargo recorded in Official Records Book 8023, Page 12678 of the Public Records of Polk County, Florida and by the Second Amendment to Declaration for TerraLargo recorded in Official Records Book 8045, Page 371 of the Public Records of Polk County, Florida (collectively, the "Declaration") and (ii) the Club Owner of Club TerraLargo (the "Club") pursuant to the Club TerraLargo Club Plan recorded in Official Records Book 7464, Page 1027 of the Public Records of Polk County, Florida, as amended by the First Amendment to Club TerraLargo Club Plan recorded in Official Records Book 8045, Page 380 of the Public Records of Polk County, Florida (collectively, the "Club Plan").

B. Assignor has simultaneously herewith sold to Assignee, respectively, certain land within TerraLargo that was owned by Assignor pursuant to an unrecorded Agreement for Sale and Purchase of Real Property between Assignor and Assignee, as amended (the "Agreement"), the legal description of which is attached hereto as Exhibit A (the "Property").

C. Assignor, as Developer (as such term is defined in the Declaration) and as Club Owner (as such term is defined in the Club Plan), holds certain rights, powers, privileges, easements, exemptions and exceptions under the Declaration and Club Plan respectively.

D. As Developer, Assignor controls the homeowners association responsible for TerraLargo, the TerraLargo Community Association, Inc. (the "**Association**"). Association is responsible for the administration and maintenance of the Community and, Assignor, as "Developer" pursuant to the Declaration, has voting control of the Association.

E. Terralargo has requested that Assignor assign to Terralargo all of Assignor's rights, powers, privileges, easements, exemptions and exceptions as Developer under the Declaration so that, *inter alia*, Terralargo may develop and market the Property pursuant to the Declaration and control the Association as and to the extent permitted in the Declaration.

F. Terralargo Club has requested that Assignor assign to Terralargo Club all of Assignor's rights, powers, privileges, easements, exemptions and exceptions as Club Owner under the Club Plan so that, *inter alia*, Terralargo Club may develop and operate the Club Property pursuant to the Club Plan.

G. Pursuant to Section 24 of the Declaration and Section 5.2 of the Club Plan, respectively, Assignor has the right to assign the Developer rights and exemptions in the Declaration, in whole or in part, and the right to sell or convey the Club.

THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Recitals. The above Recitals are true and correct and form a part of this Assignment as if set forth at length in this Assignment.

2. Definitions. All initially capitalized terms not defined in this Assignment shall have the meanings set forth in the Declaration or the Club Plan, as applicable.

3. Assignment of Rights. Assignor hereby assigns to Terralargo, without recourse, representation, warranty or guaranty, all of the rights, powers, privileges, exemptions and exceptions that Assignor holds as the Developer under the Declaration (collectively, the "**Developer Assigned Rights**"). Further, Assignor hereby assigns to Terralargo Club, without recourse, representation, warranty or guaranty, all of the rights, powers, privileges, exemptions and exceptions that Assignor holds as the Club Owner under the Club Plan (collectively, the "**Club Assigned Rights**").

4. Assumption by Assignee. In consideration for the assignment of the Developer Assigned Rights, Terralargo hereby assumes from and after the Effective Date, to the fullest extent, all of the rights, obligations, responsibilities and duties that Assignor holds as Developer under the Declaration. Further, in consideration for the assignment of the Club Assigned Rights, Terralargo Club hereby assumes from and after the Effective Date, to the fullest extent, all of the rights, obligations, responsibilities and duties that Assignor holds as Club Owner under the Club Plan.

5. Assessments, Comply with Declaration. From and after the Effective Date, Terralargo shall be solely responsible for paying Assessments or funding the deficit, if any, pursuant to the terms of the Declaration, including Section 15.9 thereof.

6. Association. As of the Effective Date, the Assignor appointed members of the Board have resigned from the Board and ARC. Terralargo shall have the immediate obligation to appoint the new members of Board of the Association and the ARC.

7. Indemnity in Favor of Assignor. From and at all times after the Effective Date, Assignee shall, to the fullest extent permitted by law and to the extent provided in this Assignment, indemnify and hold harmless Assignor and each director, officer, member, employee, attorney, agent and affiliate of Assignor (individually, "Indemnified Party"; collectively, the "Indemnified Parties") against any and all actions, claims, losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, paraprofessional fees, costs and expenses at all levels, including all appeals) incurred by Assignor or any of the Indemnified Parties from and after the Effective Date as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding arising from or in connection with: (i) Assignee's ownership and development of the Community, including any claims, losses, damages, liabilities, costs, causes of action and expenses of any kind or nature whatsoever arising from personal injury, property damage and contractual liability occurring on or after the Effective Date, (ii) the design, construction, marketing and sale of homes by Assignee, (iii) Assignee's exercise of any if its developer rights under the Declaration, (iv) Assignee's exercise of any rights as Club Owner under the Club Plan, and (v) any and all actions taken by any person appointed by Assignee to the Board of the Association. Should Assignee, or its successors and/or assigns, obtain in the future a general release or any other type of release from the Association relating to the design, development and/or construction of the Community, then Assignee covenants and agrees that such document will release Assignor, the Indemnified Parties and Avatar Properties Inc. in the same manner as it releases Assignee. Should the document not release Assignor, the Indemnified Parties and/or Avatar Properties Inc., then Assignee shall, to the fullest extent permitted by law and to the extent provided in this Assignment, indemnify and hold harmless Assignor, the Indemnified Parties and/or Avatar Properties Inc. against any and all actions, claims, losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, paraprofessional fees, costs and expenses pretrial and at all levels of proceedings, including appeals) incurred by Assignor, any of the Indemnified Parties and/or Avatar Properties Inc. as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding arising from or in connection with the development of the Community. All such fees and expenses payable by Assignee pursuant to this section shall be paid from time to time upon demand by Assignor and the Indemnified Parties. This Section 7 shall not terminate or expire.

8. Indemnity in Favor of Assignee. From and all times after the Effective Date, Assignor shall, to the fullest extent permitted by law and to the extent provided in this Agreement, indemnify and hold harmless Assignee and each director, officer, member, employee, attorney, agent and affiliate of Assignee (the "Assignee's Indemnified Parties") against any and all actions, claims, losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, paraprofessional fees,

costs and expenses at all levels, including all appeals) incurred by any of the Assignee or Assignee's Indemnified Parties from and after the Effective Date as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding arising from or in connection with: (i) Assignor's ownership and development of the Community including any claims, losses, damages, liabilities, costs, causes of action and expenses of any kind or nature whatsoever arising from personal injury, property damage and contractual liability occurring prior to the Effective Date, (ii) the design, construction, marketing and sale of homes by Assignor, (iii) Assignor's exercise of any if its developer rights under the Declaration, (iv) Assignor's exercise of any rights as Club Owner under the Club Plan, and (v) any and all actions taken by any person appointed by Assignor to the Board of the Association. All such fees and expenses payable by Assignor pursuant to this section shall be paid from time to time upon demand by the Assignee or Assignee's Indemnified Parties. This Section 8 shall terminate in one (1) year from the Effective Date.

9. Successors and Assigns. This Assignment shall be binding upon Assignor and Assignee, and their successors and assigns.

10. Severability. In the event any provision of this Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, such ruling shall not affect the remaining portions of this Assignment and the remainder of this Assignment shall remain in full force and effect and shall be enforced as written.

11. Attorney's Fees. In the event that there is any dispute respecting this Assignment, or any party's actions and/or responsibilities relative to this Assignment, the prevailing party shall be entitled to recover its attorneys' fees, paraprofessional fees and costs at trial and at all levels of proceedings, including appeals, and all other costs incurred by it in connection with such enforcement efforts, including any costs incurred in engaging collection agencies or other third parties.

12. Waiver of Jury Trial. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT THIS ASSIGNMENT IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS ASSIGNMENT ARE HEARD BY A JUDGE IN COURT PROCEEDINGS, AND NOT A JURY. ASSIGNOR AND ASSIGNEE AGREE THAT ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANYWAY RELATED TO THIS ASSIGNMENT, THE ASSOCIATION, THE ASSOCIATION DOCUMENTS (INCLUDING, WITHOUT LIMITATION, THE DECLARATION, ARTICLES AND BY-LAWS) AND THE CLUB PLAN, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

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

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

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

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

17. No Other Modifications. Except as specifically modified in this Assignment, the Declaration and Club Plan shall remain in full force and effect and is not otherwise amended.

18. Limited Representations and Warranties. Assignor hereby represents and warrants to Assignee that Assignor, to the actual knowledge of Hank Yunes, Patricia K. Fletcher and Tony Iorio, is the lawful owner of all of the Assigned Rights, Assignor has good, right and lawful authority to sell and convey the Assigned Rights to Assignee and Assignor has not previously conveyed, transferred, assigned or pledged any right, title or interest in or to the Assigned Rights to any third party. Except as set forth in this Assignment, Assignor has not made and does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Assigned Rights or this Assignment.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

WITNESSES:

ASSIGNOR:

TERRALARGO LAND, LLC, a Florida limited liability company

Kathy Jo Van Schoonhoven
Name: Kathy Jo Van Schoonhoven

By: SLMSK, LLC, a Delaware limited liability company, its member

Laura Ferreira
Name: LAURA FERREIRA

By: [Signature]
Name: Martin L. Schaffel
Title: Manager

STATE OF FLORIDA)
)ss:
COUNTY OF Hillsborough)

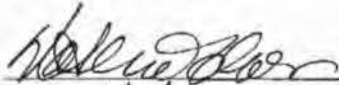
The foregoing instrument was acknowledged before me this 19th day of October, 2012, by Martin L. Schaffel as Manager of SLMSK, LLC, a Delaware limited liability company, as a member of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.




Kathy Jo Van Schoonhoven
Notary Public, State of Florida
Kathy Jo Van Schoonhoven
Printed Name of Notary Public
My Commission expires 12-22-12

[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESSES:

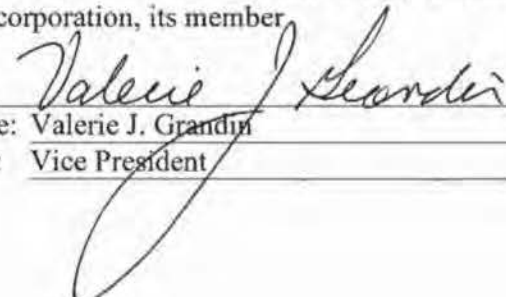

Name: Natalie F. Colon


Name: Kaye Burchenson

ASSIGNOR:

TERRALARGO LAND, LLC, a Florida limited liability company

By: AVATAR PROPERTIES INC., a Florida corporation, its member

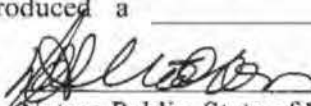
By: 
Name: Valerie J. Grandin
Title: Vice President

STATE OF FLORIDA)
)ss:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 18th day of October, 2012, by Valerie J. Grandin, as Vice President of AVATAR PROPERTIES INC., a Florida corporation, as a member of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the corporation.



NATALIE F. COLON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE059921
Expires 3/27/2015


Notary Public, State of Florida
Natalie F. Colon
Printed Name of Notary Public
My Commission expires _____

[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESSES:

ASSIGNEE:

OK TERRALARGO LLC,
a Florida limited liability company

Nicole E. Angelakos
Name: NICOLE E. Angelakos

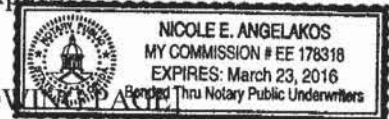
Patricia A. Plants
Name: PATRICIA A. PLANTS

By: [Signature]
Name: William Johnson
Title: Authorized Signatory

STATE OF FLORIDA)
)ss:
COUNTY OF Palu Beach)

The foregoing instrument was acknowledged before me this 19 day of October, 2012, by William Johnson, as Authorized Signatory of OK TERRALARGO LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.

Nicole E. Angelakos
Notary Public, State of Florida
Nicole E. Angelakos
Printed Name of Notary Public
My Commission expires:



[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

WITNESSES:

ASSIGNEE:

OK TERRALARGO CLUB LLC,
a Florida limited liability company

Nicole E. Angelakos
Name: Nicole E. Angelakos

Patricia A. Plante
Name: PATRICIA A. PLANTE

By: [Signature]
Name: William Johnson
Title: Authorized Signatory

STATE OF FLORIDA)
)ss:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 19 day of October, 2012, by William Johnson, as Authorized Signatory of OK TERRALARGO CLUB LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.

Nicole E. Angelakos
Notary Public, State of Florida
Nicole E. Angelakos
Printed Name of Notary Public
My Commission expires:

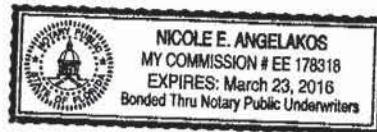


Exhibit A

Legal Description of the Property

A PARCEL OF LAND BEING A PORTION OF SECTION 26 AND 27, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA AND A PORTION OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 27 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°07'28" WEST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, 117.48 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°07'28" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, A DISTANCE OF 1058.00 FEET TO THE NORTH LINE OF A RETENTION POND PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2486, PAGE 2100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 89°52'30" WEST, ALONG SAID NORTH LINE 410.00 FEET TO THE WESTERLY LINE OF SAID RETENTION POND PARCEL; THENCE SOUTH 02°22'12" WEST, ALONG SAID WESTERLY LINE, 648.09 FEET; THENCE SOUTH 30°00'00" EAST, ALONG SAID WESTERLY LINE, 140.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SLEEPY HILL ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2675, PAGE 1201, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 60°00'00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 928.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1372.00 FEET, A CENTRAL ANGLE 29°59'28", A CHORD BEARING OF SOUTH 74°59'44" WEST, AND A CHORD DISTANCE OF 709.99 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTH RIGHT-OF-WAY LINE 718.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'23" WEST, ALONG SAID RIGHT OF WAY LINE, 80.14 FEET TO THE EAST LINE OF THE WEST 723.64 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 35, THENCE NORTH 00°02'27" EAST, ALONG SAID EAST LINE, 1283.38 FEET TO THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89°57'14" WEST A DISTANCE OF 723.64 FEET; THENCE SOUTH 89°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTH 15.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 1301.21 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°07'12" EAST, ALONG SAID EAST LINE, 413.51 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 20.00 FEET OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTH 89°48'10" WEST, ALONG SAID NORTH LINE AND SAID EASTERLY EXTENSION, 660.45 FEET TO THE EAST LINE OF THE WEST 20.00 FEET OF THE EAST 1/2 OF THE NORTH 28 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 00°09'34" EAST, ALONG SAID EAST LINE, 903.83 FEET TO THE SOUTH LINE OF SAID SECTION 27; THENCE NORTH 89°59'47" WEST, ALONG SAID SOUTH LINE, 680.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°48'10" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27; A DISTANCE OF 1323.28 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 27; THENCE NORTH 00°23'54" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 2651.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, THENCE NORTH 00°23'37" WEST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 1327.86 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°59'38" EAST A DISTANCE OF 1320.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°55'46" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 2645.55 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE NORTH 89°46'08" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF

SAID SECTION 26, A DISTANCE OF 2685.20 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 26; THENCE SOUTH 00°00'10" EAST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID SECTION 26, A DISTANCE OF 451.30 FEET; THENCE SOUTH 79°31'35" WEST 50.85 FEET; THENCE NORTH 00°00'10" WEST, 260.34 FEET; THENCE SOUTH 89°46'08" WEST, 1585.01 FEET; THENCE SOUTH 00°00'10" EAST, 1050.00 FEET; THENCE SOUTH 58°44'58" WEST, 580.52 FEET; THENCE SOUTH 00°00'10" EAST 636.98 FEET; THENCE SOUTH 77°29'58" EAST, 270.58 FEET; THENCE SOUTH 58°18'01" EAST, 272.86 FEET TO THE EASTERLY EDGE OF THE MEADOW VIEW LAKE; THENCE RUN SOUTHEASTERLY ALONG THE EDGE OF SAID LAKE, 2,482 FEET, MORE OR LESS TO THE POINT OF BEGINNING, POLK COUNTY, FLORIDA, LESS AND EXCEPT:

TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALSO LESS:

TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 2, 4, 6, 18, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31 THROUGH 63, INCLUSIVE, 65, 70, 77, 80, THROUGH 84, INCLUSIVE, 87 THROUGH 103, INCLUSIVE, 105 THROUGH 110, INCLUSIVE, 112 THROUGH 151, INCLUSIVE, 153 THROUGH 158, INCLUSIVE, 160 THROUGH 167, INCLUSIVE, 169 THROUGH 180, INCLUSIVE, 182, 184, 187, 188, 198, 202, 203 AND 204 of TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

LOTS 205 THROUGH 266, INCLUSIVE AND 268 THROUGH 283, INCLUSIVE AND 285 THROUGH 287, INCLUSIVE of TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 143 PAGES 3, 4 AND 5 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT A, TRACT O, TRACT U, TRACT X AND TRACT X-I OF TERRALARGO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139 PAGES 7 TO 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT G, TRACT H, TRACT I, TRACT J, TRACT LS, ALL OF PRIMA LAGO DRIVE AND THAT PORTION OF SUNSET LAKE DRIVE LYING EASTERLY OF PRIMA LAGO DRIVE OF TERRALARGO PHASE II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 143, PAGES 3 TO 5, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.