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IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR POLK COUNTY CIVIL DIVISION

RAYMOND PEÑA JR., individually and on behalf of all similarly situated persons,

Plaintiff,

Case No.: 2020-CA-002588

vs.

THE KOLTER GROUP, LLC.; **OZRE**; **OK TERRALARGO, LLC**; **OK TERRALARGO CLUB, LLC; OK JV2 LLC**; **OK JV2 HOLDINGS LLC**; and **KC 9W57TH 2 LLC**,

Defendants.
_____/

PLAINTIFF'S MOTION FOR LEAVE TO AMEND COMPLAINT

Plaintiff, Raymond Peña, Jr, individually and behalf of the certified class pursuant to the provisions of Rules 1.190 and 1.220(e) of the Florida Rules of Civil Procedure, hereby move this Honorable Court for leave to file a Second Amended Class Action Complaint, with the proposed amended complaint attached hereto and marked Exhibit "A" and made a part hereof as though fully set out herein and, in support, states as follows:

1. On July 11, 2025, this class action was certified by stipulation and agreed order (Doc. 151, 7/11/25), at which time the parties recognized that further amendments may be necessary "to include other defendants as discovery [was] ongoing." *Id.* at page 2, note 1.

2. Since that certification, the parties have conducting extensive document discovery as well as depositions – following the Court's order granting in part and denying in Plaintiff's motion to compel, Doc. 179, 10/1/25), and the parties' case management conference on November 21, 2025, Doc. 183, 11/25/25), where at Defendants confirmed that their "rolling production of documents" was completed. Accordingly, the parties proceeded with key material depositions on December 4, 2025 and January 7, 2026 (*both depositions having been repeatedly rescheduled due to that rolling production not being complete*). *See* Docs. 152-153, 7/17/25 for prior deposition notices, and cancellations, Docs. 171-173, 9/2/25)

3. Plaintiff now seeks to amend his complaint to drop Defendants, OZRE and The Kolter Group, LLC,[1] and to add additional Defendants, KLP Management, LLC, and its members, Robert Julian and James Harvey, as transferees of funds under the pending class claims for fraudulent transfers (Counts II and III of the proposed amended class complaint).

4. Under Fla. R. Civ. P. 1.190, "leave of court [to amend pleadings] shall be given freely when justice so requires." *EAC USA, Inc. v. Kawa*, 805 So. 2d 1, 5 (Fla. 2d DCA 2011) ("Public policy favors the liberal amendment of pleadings so that cases may be decided on their merits.").

[1] While financial documents produced identify The Kolter Group, LLC as a recipient of money from Defendant, OK Terralargo Club LLC, counsel for Defendants has confirmed that such transfers were accounting errors.

5. Further, "[a]ll doubts must be resolved in favor of allowing amendment of pleadings." *Id.* "Failure to do so constitutes an abuse of discretion." *Mutual of Omaha Ins. Co. v. Gold*, 795 So. 2d 119, 122 (Fla. 5th DCA 2001).

WHEREFORE, Plaintiff respectfully requests that the Court grant leave to file his proposed Second Amended Class Action Complaint and for such other relief as the Court deems just and proper.

CERTIFICATION PURSUANT TO FLA. R. CIV. P. 1.202

I certify that prior to filing this motion, I discussed the relief requested in this motion by email on January 9, 16, and 20, 2026, and by telephone on January 20, 2026 with the counsel for Defendants, including David Weinstein, who indicated his need to first speak with his clients and then revert as to Defendants' position on the relief sought. In order not to delay the filing of this motion, the undersigned will supplement this certification upon receive Defendants' formal position.

[Attorney's signature appears on the following page.]

CERTIFICATE OF SERVICE

I HERBY CERTIFY that a true and correct copy of the foregoing has been Electronically served through Florida Courts E-filing portal to all counsel of record on this 21st day of January 2026.

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EXHIBIT A

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR POLK COUNTY CIVIL DIVISION

RAYMOND PEÑA JR., individually and on behalf of all similarly situated persons,

Plaintiff,

vs.

OK TERRALARGO, LLC; **OK TERRALARGO CLUB, LLC; OK JV2 LLC**; **OK JV2 HOLDINGS LLC**; **KC 9W57TH 2 LLC**; **KLP MANAGEMENT, LLC**; **ROBERT JULIEN**, individually, and **JAMES HARVEY**, individually,

Defendants.
_____/

CLASS REPRESENTATION

Case No.: 2020-CA-002588

SECOND AMENDED CLASS ACTION COMPLAINT
AND DEMAND FOR JURY TRIAL

Plaintiff, Raymond Peña Jr., individually and on behalf of all those similarly situated, sues Defendants, OK Terralargo, LLC; OK Terralargo Club, LLC; OK JV2 LLC; OK JV2 Holdings LLC; KC 9W57th 2 LLC; KLP Management, LLC; Robert Julien, individually; and James Harvey, individually; and alleges:

Introduction

1. This class action lawsuit concerns Club Membership Fees collected from homeowners in the TerraLargo community developed by Kolter. In the face of a challenge to the legality of collecting Club Membership Fees, the community's developer flushed the

money from the TerraLargo Club to various insiders and affiliates without reserving sufficient funds to refund the illegally collected Club Membership Fees.

2. When this class action lawsuit was first filed, TerraLargo's governing documents required residents to pay Club Membership Fees to the developer, which could, under the governing documents, keep the Club Membership Fees "without deduction of expenses or charges in respect of the club." Club Plan § 6.1. According to TerraLargo's governing documents, a limited liability company known as "OK Terralargo Club, LLC" was the "Club Owner" entitled to receive the Club Membership Fees collected from TerraLargo's residents.

3. However, after this class action lawsuit was filed, OK Terralargo Club, LLC sold the TerraLargo Club and transferred all of its remaining funds, including the proceeds from the sale of the Club, to insiders and affiliates.

4. Even before this class action lawsuit was filed, insiders and affiliates received, without explanation, money from the TerraLargo Club. For example, financial records obtained in discovery in this action indicate that on or about October 21, 2019, the Club's operating account was debited for $150,835.70, for check number 245, payable to "Ok Terralargo, LLC" for "Owners Equity Draw."

5. There are discrepancies in and issues with the Club's financial records such that there is not a full accounting for all of the Club Membership Fees collected from TerraLargo's residents and the ultimate recipient of those funds. However, Defendant OK Terralargo Club, LLC (which on paper was the "Club Owner" entitled to receive the funds)

does not have the funds available to refund all of the Club Membership Fees illegally collected from TerraLargo's homeowners.

6. After the sale of the Terralargo Club, Kolter's chief financial officer, William Johnson, signed articles of dissolution for OK Terralargo Club, LLC that were filed on or about December 27, 2021, with the Florida Department of State. The articles of dissolution state that "All debts, obligations and liabilities of the Company have been paid or discharged;" "All property and assets of the Company have been distributed to the Member;" and "There are no suits pending against the Company in any court."

7. According to prior filings with the Department of State, "OK JV 2 LLC" is the "Member" of OK Terralargo Club, LLC. Thus, according to OK Terralargo Club, LLC's articles of dissolution, all of its property and assets have been distributed to OK JV 2 LLC, a Delaware limited liability company (that has not registered to do business in Florida) whose members are KC 9W57TH 2 LLC and OK JV2 Holdings LLC.

8. Kolter's chief financial officer, William Johnson, falsely stated in the articles of dissolution for OK Terralargo Club, LLC that "All debts, obligations and liabilities of the Company have been paid or discharged" and "There are no suits pending against the Company in any court." Indeed, at the time of the filing of the articles of dissolution, this class action lawsuit was pending against, among other defendants, OK Terralargo Club, LLC, which had unsuccessfully moved to dismiss Plaintiff's claim that it was unlawful to collect Club Membership Fees.

9. Furthermore, at the time of the filing of the articles of dissolution, the lawyers representing OK Terralargo Club, LLC in this action were also representing Avatar

Properties, Inc. in the case of *Gundel v. Avatar Properties, Inc.*, in which the court ruled that collecting Club Membership Fees (in the same manner and under the same type of governing documents recorded in this case) violated the Homeowners' Association Act. *See Final Judgment* rendered Nov. 2, 2021 in *Gundel v. Avatar Properties, Inc.*, Case No. 17-CA-1446 (Fla. 10th Cir. Polk Cty.) *aff'd sub. nom. Avatar Properties, Inc. v. Gundel*, 372 So. 3d 715 (Fla. 6th DCA 2023), *review denied*, No. SC2023-0946, 2023 WL 7220822 (Fla. Nov. 2, 2023).

10. Mr. Johnson's statement (in the articles of dissolution for OK Terralargo Club, LLC) that "All property and assets of the Company have been distributed to the Member" is significant because (a) under Terralargo's governing documents, OK Terralargo Club, LLC was the entity entitled to receive all of the illegally collected Club Membership Fees; and (b) OK Terralargo Club, LLC had recently received $4.5 million from Terralargo Community Association, Inc. for the purchase of the real property that comprised the Club.

11. Based upon information obtained through discovery, the $4.5 million was flushed out of the Terralargo Club as follows:

(a) $2.52 million was distributed to OK JV2 Holdings, LLC (75%) and KC 9W57TH 2, LLC (25%);

(b) $1.68 million was distributed to KLP Management, LLC;

(c) Robert Julien is an ultimate beneficial owner and subsequent transferee of KC 9W57TH 2, LLC and KLP Management, LLC;

(d) James Harvey is an ultimate beneficial owner and subsequent transferee of KLP Management, LLC; and

(e) $300,000 was allegedly held back by OK Terralargo Club, LLC to satisfy all claims and fees in this lawsuit despite the Defendants and their attorneys having knowledge of this amount being woefully insufficient funds to satisfy the obligations of damages, attorneys' fees, and costs.

12. In other words, when faced with a challenge to the legality of collecting Club Membership Fees, Defendants caused one of the joint venture's holding companies to sell the real property that comprised the Club, then dissolved that holding company, after flushing all of the money up through the web of affiliated companies that owned and developed the residential community TerraLargo.

13. This class action lawsuit was initially filed to challenge the legality of collecting the Club Membership Fee in TerraLargo. After the court denied Defendants' motion to dismiss, this case was stayed by agreement of the parties until the resolution of the appeal from the final judgment rendered in *Gundel*. The appeal in *Gundel* has now been resolved, and the Sixth District Court of Appeal has held that collecting a Club Membership Fee violates the Homeowners' Association Act, *Avatar Properties, Inc. v. Gundel*, 372 So. 3d 715 (Fla. 6th DCA 2023), *review denied,* No. SC2023-0946, 2023 WL 7220822 (Fla. Nov. 2, 2023). And Plaintiff has now discovered the fraudulent transfers described herein, through which Defendants have sought to avoid refunding to homeowners the Club Membership Fees illegally collected in Terralargo.

Parties, Jurisdiction, and Venue

14. Plaintiff is a resident of and homeowner in the TerraLargo community in Polk County, Florida.

15. Defendant, OK Terralargo, LLC, is a Florida Limited Liability Company.

16. Defendant, OK Terralargo Club, LLC, is a Florida Limited Liability Company

17. Defendant, OK JV2 LLC, is a Delaware Limited Liability Company.

18. Defendant, OK JV2 Holdings LLC, is a Delaware Limited Liability Company.

19. Defendant, KC 9W57th 2 LLC, is a Florida Limited Liability Company.

20. Defendant, KLP Management, LLC, is a Florida Limited Liability Company.

21. Defendant, Robert Julien, individually, is a Florida resident.

22. Defendant James Harvey, individually, is a Florida resident.

23. The damages in this action exceed $50,000, exclusive of interest, attorney fees, and costs.

24. Venue is proper under chapter 47, Florida Statutes, because the causes of action accrued in Polk County, Florida.

25. All conditions precedent to the maintenance of this action have occurred, been performed, or been waived.

Development of TerraLargo

26. TerraLargo is a residential community in which the developer has subjected home purchasers, through declarations recorded against all of the community's residential parcels, to perpetual assessments for Club Membership Fees. These recorded declarations, which are the governing documents of the community's homeowners' association, allow the developer to collect the Club Membership Fees, while separately collecting from homeowners all of the expenses of owning, operating, and maintaining the Club's facilities. Florida's Homeowners' Association Act governs declarations of covenants recorded against residential parcels and protects homeowners from the inherent risk of developers' abusing their power to record such declarations. Among other things, the Act only authorizes declarations that impose assessments for community expenses; the Act prohibits imposing assessments for such fees that are not in a proportional share of actual budgeted expenses.

27. In 2006, Avatar Holdings, Inc. (which later changed its name to AV Homes, Inc.; then was later acquired by Taylor Morrison Homes Corporation), through its subsidiary Avatar Properties, Inc., commenced development of 640 acres of land in Lakeland, Florida into the community TerraLargo.

28. In 2007, Avatar Properties, Inc., recorded a declaration of covenants that applied to all of the residential parcels in TerraLargo. Attached hereto as **Exhibit A** is a copy of the declaration recorded at OR 7464/1090, and attached hereto as **Composite Exhibit B** are copies of the amendments recorded to the declaration.

29. In 2009, Avatar Properties, Inc., spun off the TerraLargo development to TerraLargo Land, LLC, a variable interest entity for which Avatar Holdings, Inc. was the primary beneficiary. Attached hereto as **Exhibit C** is the Assignment and Assumption of Development Rights (TerraLargo) entered into by Avatar Properties, Inc. and TerraLargo Land, LLC, on December 21, 2009, and recorded at OR 8045/362, and through which TerraLargo Land, LLC, assumed the development rights and all liabilities for the development.

30. In 2012, TerraLargo Land, LLC, sold the TerraLargo development to OK TerraLargo, LLC, and OK TerraLargo Club, LLC. Attached hereto as **Exhibit D** is the Assignment of Developer's Rights and Assumption Agreement that TerraLargo Land, LLC, entered into with OK TerraLargo, LLC, and OK TerraLargo Club, LLC, on October 22, 2012, and recorded at OR 8789/1666, and through which OK TerraLargo, LLC, and OK TerraLargo Club, LLC, assumed the development rights and all liabilities for the development.

31. The Agreement's recitals identified the rights of the Assignor, TerraLargo Land, LLC, as developer under the TerraLargo Declaration and specified that "As Developer, Assignor controls the homeowners association responsible for TerraLargo." And the Agreement assigned these rights, defined as the "Developer Assigned Rights," to OK TerraLargo, LLC.

32. The Agreement's recitals further identified the Assignor's rights as Club Owner under the Club Plan incorporated in the TerraLargo Declaration. And the

Agreement assigned these rights, defined as the "Club Assigned Rights" to OK TerraLargo Club, LLC.

33. Defendant, OK JV2 LLC, a Delaware limited liability company, is the sole member and sole manager of OK TerraLargo, LLC.

34. Defendant, OK JV2 LLC, appears to have been formed for a joint venture between OZRE Capital (which participated in the joint venture through its holding company OK JV2 Holdings LLC) and Kolter (which participated in the joint venture through its holding company KC 9W57th 2 LLC). The joint venture illegally profited from the club fee scheme, and persons working for or on behalf of Defendants appear to have controlled the development of TerraLargo, the operation of the TerraLargo Club, the collection of Club Membership Fees, the decision to sell the TerraLargo Club, the decision to dissolve OK Terralargo LLC and distribute its funds (including the proceeds from the sale of the TerraLargo) to insiders and affiliates without reserving sufficient funds to refund the Club Membership Fees that are the subject of this class action, and other decisions related to TerraLargo.

35. By way of example, and without limitation, Defendant, James Harvey, served as TerraLargo Association's president while also serving as Vice President of OK TerraLargo, LLC and OK TerraLargo Club, LLC. In these multiple roles, Mr. Harvey executed TerraLargo's governing documents on behalf of TerraLargo Association, the Club Owner, and the Developer, all in furtherance of the club fee scheme. Furthermore, annual meeting minutes reflect that Kolter controlled the TerraLargo Association's board of directors, which also included Kolter executives David Langhout, Troy Simpson, Greg

Meath, and Candice Smith. Furthermore, Kolter executives were also responsible for executing and submitting the filings necessary to form, maintain, and eventually dissolve OK TerraLargo LLC and OK TerraLargo Club LLC.

The Club Fee Scheme

36. The developer recorded the TerraLargo Declaration under the Homeowners' Association Act, chapter 720, Florida Statutes.

37. The TerraLargo Declaration includes articles of incorporation for TerraLargo Community Association, Inc. (hereinafter the "**TerraLargo Association**"), an "association" under the Homeowners' Association Act, more specifically section 720.301(9), Florida Statutes.

38. The TerraLargo Declaration includes a "**Club Plan**," which requires that every purchaser of a residential parcel in TerraLargo agree to purchase monthly membership in a for-profit club known as "**TerraLargo Club**."

39. The TerraLargo Declaration's Club Plan requires payment of monthly "**Club Dues**" for membership in the TerraLargo Club and access to the "**Club Facilities**." The Club Dues include the "**Club Membership Fee**," which is paid "without setoff or deduction" to the Club Owner and "**Club Expenses**," which are paid pro rata by the residential parcel owners who thereby "collectively bear all expenses associated with the Club so that the Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club."

40. Under the TerraLargo Declaration's Club Plan, if the owner of a residential parcel does not pay Club Dues, then there is a lien on the residential parcel upon which the Club Owner may foreclose to collect unpaid Club Dues.

41. Section 14 of the TerraLargo Declaration incorporates the Club Plan and provides that the TerraLargo Association and each Home Owner "shall be bound by and comply with the Club Plan."

42. Section 7.4.1.5 of the TerraLargo Association's Bylaws requires the Association to enforce the Club Plan when required by the Club Owner.

43. The developer took advantage of the Homeowners' Association Act and the TerraLargo Association to:

(a) enforce the TerraLargo Declaration and incorporated Club Plan;

(b) impose assessments for club membership fees on TerraLargo's residential parcels;

(c) collect assessments for club membership fees from residential parcel owners; and

(d) record liens and file foreclosure actions against residential parcels to collect unpaid assessments for club membership fees.

44. However, the developer has disregarded the provisions of the Homeowners' Association Act that protect residential parcel owners by prohibiting for-profit assessments.

45. In or about 2020, the developer reached the threshold of home sales at which association members other than the developer are entitled to elect a majority of the

TerraLargo Association's board of directors under section 720.307, Florida Statutes. However, the developer did not turn over the Club Property that the homeowners collectively paid all of the expenses of owning, operating and maintaining (through assessments imposed under the TerraLargo Association's governing documents, which dedicate to association members the obligation to maintain the Club Property). Instead, the developer convinced the TerraLargo Association to pay the developer to purchase the Club Property.

Homeowners' Association Act

46. The Florida Legislature enacted the "Homeowners' Association Act," now codified in chapter 720, Florida Statutes, to address concerns over developers "retaining control of homeowners' associations, or misusing funds entrusted to the association." Fla. S. Comm. on Govt'l. Ops., CS/SB 1058 (1992) Staff Analysis 1 (March 5, 1992). The Act's stated purposes are to "give statutory recognition" to "not for profit" entities to operate residential communities; to provide operating procedures for homeowners' associations; and "to protect the rights of association members." § 720.302(1), Fla. Stat.

47. Under section 720.301(1), Florida Statutes, "assessment" means "a sum or sums of money payable to the association, to the developer or other owner of common areas, or to recreational facilities and other properties serving the parcels by the owners of one or more parcels as authorized in the governing documents, which if not paid by the owner of a parcel, can result in a lien against the parcel."

48. Under section 720.308(1)(a), Florida Statutes, assessments "must be in the member's proportional share of expenses as described in the governing document." *See also* § 720.308(3), Fla. Stat. ("assessments charged to a member shall not exceed the maximum obligation of the member based on the total amount of the adopted budget and the member's proportionate share of the expenses as described in the governing documents").

49. Under section 720.305, Florida Statutes, the prevailing party is entitled to recover reasonable attorney fees and costs in an action to redress alleged failure or refusal to comply with the provisions of the Homeowners' Association Act or the community's governing documents.

Uniform Fraudulent Transfer Act

50. The Florida Legislature enacted the Uniform Fraudulent Transfer Act to adopt model legislation promulgated by the Uniform Law Commission to strengthen creditor protections by providing remedies for certain transactions by a debtor that are unfair to the debtor's creditors.

51. Sections 726.105 and 726.106, Florida Statutes, provide for certain scenarios in which a transfer is deemed fraudulent as to a creditor.

52. Section 726.108, Florida Statutes, provides that a creditor may, in an action for relief against a transfer that is fraudulent under section 726.105 or 725.106, Florida Statutes, obtain avoidance of the transfer to the extent necessary to satisfy the creditor's claim, among other remedies.

Class Representation Allegations

53. The proposed class is defined as follows:

> All persons who currently own, or previously owned, a home in TerraLargo and have paid, or have been obligated to pay, a Club Membership Fee under the Club Plan.

54. While the exact number of class members is unknown to Plaintiff at this time, there are hundreds of homes in TerraLargo, and the identities of the current and former homeowners are within the knowledge of and can be easily ascertained from Defendants' records.

55. The class is so numerous that joinder of all its members is impractical.

56. Plaintiff's claims are typical of the claims of the members of the class because Plaintiff, like all class members, purchased a home in TerraLargo and has paid and been obligated to pay a Club Membership Fee under the Club Plan.

57. This action poses numerous questions of law and fact that are common to Plaintiff and the class members, and those common questions predominate over any questions affecting only individual members of the class.

58. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in handling class actions involving, among other things, community associations, consumer rights and unfair trade practices. As a result, Plaintiff is an adequate representative of the class and will fairly and adequately protect the interests of the class.

59. Plaintiff brings this class action under Florida Rule of Civil Procedure 1.220(b)(3) because a class action is superior to other available methods for the fair and

efficient adjudication of this controversy. Because the amounts of the claims of each individual member of the class are small relative to the cost and scope of this litigation, and due to the financial resources of Defendants, none of the members of the class could afford to seek legal redress individually for the misconduct alleged in this case. Absent a class action, that misconduct would go unremedied. Further, individual litigation would significantly increase the delay and cost to all parties and would burden the judicial system. There will be no manageability problems with prosecuting this case as a class action.

The Fraudulent Transfers

60. Defendants caused Club Membership Fees collected from TerraLargo's homeowners to be transferred to OK Terralargo, LLC; and potentially other Defendants as an "Owners Equity Draw" according to financial statements for the Club (the "**Equity Draw Transfers**").

61. Defendants caused Club Membership Fees collected from TerraLargo's homeowners to be transferred from OK Terralargo Club, LLC to other Defendants through transfers not accounted for in the financial statements for the Club (the "**Unaccounted for Transfers**").

62. On or about July 30, 2021, OK Terralargo Club, LLC sold the Club Property to the TerraLargo Association for $4.5 million. Defendants caused the proceeds from the sale of the Club Property to be transferred from OK Terralargo Club, LLC to other Defendants (the "**Club Sale Proceeds Transfers**").

63. The Equity Draw Transfers, the Unaccounted for Transfers, the Club Sale Proceeds Transfers, and any subsequent transfers are collectively referred to herein as the "**Fraudulent Transfers**."

64. In sum, OK Terralargo Club, LLC was entitled to receive Club Membership Fees under TerraLargo's governing documents, and OK Terralargo Club, LLC received $4.5 million when it sold the Club Property to TerraLargo Association. But through the Equity Draw Transfers, the Unaccounted for Transfers, the Club Sale Proceeds Transfers, and any subsequent transfers (collectively, the "**Fraudulent Transfers**"), Defendants have flushed this money out of OK Terralargo Club, LLC, without reserving sufficient funds to refund to homeowners the illegally collecting Club Membership Fees.

Count I
(Homeowners' Association Act)

65. Plaintiff, individually and on behalf of all those similarly situated, re-alleges and incorporates the allegations in paragraphs 1 to 64.

66. The Homeowners' Association Act prohibits for-profit assessments and provides that an assessment must be in the amount of the homeowner's proportional share of expenses. *See* § 720.308, Fla. Stat.

67. Defendants have imposed and collected the Club Membership Fee as an "assessment" under the Homeowners' Association Act.

68. Defendants have collected Club Membership Fee, which by definition under the Club Plan is an amount that exceeds each homeowner's proportional share of the Club's expenses.

69. Thus, all Club Membership Fees collected to date have been collected in violation of the Homeowners' Association Act.

70. Defendants should be required to provide Plaintiff and the Class with an accounting for their receipt and expenditure of all Club Dues (including the Club Membership Fee and the other components of Club Dues) collected under the Club Plan. And each of Defendants should be disgorged of the illegal assessed and collected Club Membership Fees.

71. The collection of Club Membership Fees in violation of the Homeowners' Association Act has caused Plaintiff and the Class to suffer damages.

72. Plaintiff has retained the undersigned counsel to prosecute this action and are entitled to the recovery of reasonable attorney fees and costs pursuant to section 720.305, Florida Statutes, and sections 9.1, 12, and 14 of the Club Plan, and section 57.105, Florida Statutes.

Count II
(Section 726.105, Florida Statutes)

73. Plaintiff, individually and on behalf of all those similarly situated, re-alleges and incorporates the allegations in paragraphs 1 to 64.

74. Plaintiff and the Class were creditors of Defendants at the time of the Fraudulent Transfers.

75. The Fraudulent Transfers were made, in exchange for no value, leaving one more Defendants unreasonably undercapitalized in view of their obligations to Plaintiff and the Class and unable to pay debts as they came due.

76. The Fraudulent Transfers were made with actual intent to hinder, delay or defraud Plaintiff and the Class in their ability to recover damages against Defendants. Among other things, the following badges of fraud identified under section 726.105(b)(2) are present in that one more of the Fraudulent Transfers:

(a) was to an "insider" under section 726.102(8);

(b) was made at a time when Defendants either knew that collecting Club Membership Fees was illegal or, at the very least, that the legality had been challenged;

(c) resulted in one or more of the Defendants becoming insolvent; and

(d) constituted substantially all of the assets of one or more of the Defendants;

77. Pursuant to section 726.108, Florida Statutes, Plaintiff and the Class are entitled, among other remedies, to avoid the Fraudulent Transfers to the extent necessary to satisfy the claims against Defendants.

78. Plaintiff and the Class are entitled to recover reasonable attorney fees and costs under sections 9.1, 12, and 14 of the Club Plan and section 57.105, Florida Statutes.

Count III
(Section 726.106, Florida Statutes)

79. Plaintiff, individually and on behalf of all those similarly situated, re-alleges and incorporates the allegations in paragraphs 1 to 64.

80. Plaintiff and the Class were creditors of Defendants at the time of the Fraudulent Transfers.

81. The Fraudulent Transfers were made for less than reasonably equivalent value.

82. The Fraudulent Transfers were made at a time when one or more Defendants were insolvent or were rendered insolvent as a result of such Fraudulent Transfers.

83. Pursuant to section 726.108, Florida Statutes, Plaintiff and the Class are entitled, among other remedies, to avoid the Fraudulent Transfers to the extent necessary to satisfy the claims against Defendants.

84. Plaintiff and the class are entitled to recover reasonable attorney fees and costs under sections 9.1, 12, and 14 of the Club Plan and section 57.105, Florida Statutes.

Request for Relief

WHEREFORE, Plaintiff, individually and on behalf of all those similarly situated, requests the following relief:

(a) an order certifying that this action is properly maintainable as a class action under Florida Rule of Civil Procedure 1.220(b)(2) and/or (b)(3), appointing Plaintiff and the undersigned attorneys to represent the class, and requiring reasonable and adequate notice to be given to prospective members of the Class following certification;

(b) under Counts I, a judgment requiring Defendants to account for and refund to Plaintiff and the Class the Club Membership Fees collected in violation of section 720.308, Florida Statutes, and awarding to Plaintiff and the Class

damages in the amount of the Club Membership Fees collected in violation of section 720.308, Florida Statutes;

(c) under Counts II and III, to avoid, attach, recover, levy upon, and impose a constructive trust, jointly and severally, over Defendants' interests in the Fraudulent Transfers to satisfy the claims of the Plaintiff and the Class in this action;

(d) a judgment against Defendants for attorney fees under the Homeowners' Association Act; and sections 9.1, 12, and 14 of the Club Plan, and section 57.105, Florida Statutes;

(e) such additional relief as the court deems fair and reasonable to protect the rights and interests of Plaintiff and the class.

Demand for Jury Trial

Plaintiff, individually and on behalf of the class, demands a trial by jury on all issues so triable against Defendants.

[Attorney's signature appears on the following page.]

CERTIFICATE OF SERVICE

I HERBY CERTIFY that a true and correct copy of the foregoing has been Electronically served through Florida Courts E-filing portal to all counsel of record on this 21st day of January 2026.

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EXHIBIT A

INSTR # 2007219776
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 1,319.00
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THIS INSTRUMENT PREPARED BY:
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DECLARATION FOR TERRALARGO

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EXHIBITS:

DECLARATION
FOR
TERRALARGO

THIS DECLARATION FOR TERRALARGO (this "**Declaration**") is made by Avatar Properties Inc., a Florida corporation ("**Avatar**") and joined in by TerraLargo Community Association, Inc., a Florida not-for-profit corporation ("**Association**").

R E C I T A L S

A. Avatar is or will be the owner of the real property in Polk County, Florida ("**County**") more particularly described in **Exhibit 1** attached to and made a part of this Declaration ("**TerraLargo**").

B. Subject to the terms of this Declaration, Avatar presently intends (although Avatar does not obligate itself to do so) to develop a community upon the real property described in **Exhibit 1** and such other properties as Avatar may, without obligation, subject to this Declaration from time to time on such additional portions of property.

C. Avatar may unilaterally, in its sole and absolute discretion, from time to time elect to (i) subject additional properties to this Declaration or withdraw portions of properties from this Declaration, (ii) amend this Declaration, and/or (iii) impose additional covenants, conditions and restrictions not set forth in this Declaration.

D. Association is the homeowners Association for TerraLargo and is responsible for the administration, enforcement and performance of certain duties under this Declaration.

E. Avatar desires to subject TerraLargo to the covenants, conditions and restrictions contained in this Declaration.

F. This Declaration is a covenant running with all of the land comprising TerraLargo, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns, are hereby subject to this Declaration;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Avatar hereby declares that every portion of TerraLargo, together with such additions to TerraLargo as are subsequently made pursuant to Section 5 of this Declaration, shall be owned, held, transferred, sold, conveyed, used, leased, mortgaged, occupied and improved subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens created or provided for by this Declaration, which shall run with TerraLargo or any part thereof.

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

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**Access Control System**" shall mean any surveillance and/or system intended to control access to TerraLargo. By way of example, and not of limitation, the term Access Control System may include electronic entrance gates, a gatehouse and/or a roving attendant. THE PROVISION OF AN ACCESS CONTROL SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN TERRALARGO. DEVELOPER AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY ACCESS CONTROL SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"**ARC**" shall mean the Architectural Review Committee for TerraLargo established pursuant to Section 17.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15 hereof.

"**Association**" shall mean TerraLargo Community Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"**Avatar**" shall mean Avatar Properties Inc., a Florida corporation, its successors and assigns.

"**Board**" shall mean the Board of Directors of Association.

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

"**By-Laws**" shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**City**" shall mean the City of Lakeland, Florida, its agencies, subdivisions, divisions, departments, employees, attorneys and/or agents authorized to act on its behalf.

"**Club**" shall mean Club TerraLargo, including the land and club facilities provided for the Owners pursuant to the provisions of the Club Plan.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Plan including, without limitation, the Club Membership Fee.

"**Club Expenses**" shall have the meaning set forth in the Club Plan.

"**Club Membership Fee**" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Plan.

"**Club Manager**" shall mean the entity operating and managing the Club at any given time.

"**Club Owner**" shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Avatar.

"**Club Plan**" shall mean Club TerraLargo Club Plan together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as **Exhibit 4** and made a part hereof. This Declaration is subordinate in all respects to the Club Plan.

"**Common Areas**" shall mean all real property interests and personalty within TerraLargo designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within TerraLargo. The Common Areas may include, without limitation, open space areas, preservation areas, retention areas, water fountain, recreational dock, recreational facilities, passive recreation areas, tot lots, landscape easement areas, entrance ways and entrance features, walls and fences, improvements, easement areas owned by others, additions, irrigation pumps, wetlands, wetland mitigation areas, lakes, canals, irrigation areas, irrigation lines, Surface Water Management System (including Conservation Areas), sidewalks, streets/roads, street lights, service roads, lakes, pool, dam, drainage system, public golf cart tunnel, commonly used utility facilities, signage (including traffic signs), parking areas, other lighting, and landscaping within property owned by Association, electronic gates, and gatehouses. The Common Areas do not include any portion of a Home or the Club. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"**Community Completion Date**" shall mean the date upon which all Homes in TerraLargo, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, established by the ARC pursuant to Section 17.5 hereof.

"**Conservation Areas**" shall have the meaning set forth in Section 10.6 herein. The Conservation Areas will be part of the Common Areas and will be maintained by Association.

"**Contractors**" shall have the meaning set forth in Section 17.12 hereof.

"**County**" shall mean Polk County, Florida including all of its agencies, divisions, departments, attorneys and/or agents employed to act on its behalf.

"**Data Transmission Services**" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"**Declaration**" shall mean this Declaration together with all amendments, supplements and modifications of this Declaration.

"**Developer**" shall mean Avatar and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of the Developer's right to control the Board and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon transfer of control of the Association.

"**Home**" shall mean each residential home and appurtenances thereto constructed within TerraLargo. A Home may include, without limitation, a villa, townhouse, unit, or single family home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (*e.g.*, by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Individual Assessments**" shall have the meaning set forth in Section 15.2 hereof.

"**Improvement**" shall have the meaning set forth in Section 19.1 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 15.12 herein.

"**Installment Assessments**" shall have the meaning set forth in Section 15.2 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or any of its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee or tenant named in any written lease respecting a Home who is legally entitled to possession of any rental Home within TerraLargo.

"**Lift Station Easement Area**" shall have the meaning set forth in Section 9.11 hereof.

"**Losses**" shall have the meaning set forth in Section 9.8.6 hereof.

"**Lot**" shall mean any platted residential lot shown on a Plat.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of TerraLargo, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of TerraLargo or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"**Management Company**" shall have the meaning set forth in Section 9.7 hereof.

"**Member**" shall have the meaning set forth in Section 7.3 hereof.

"**NFIP**" shall have the meaning set forth in Section 12.1.1 hereof.

"**Operating Costs**" shall mean all costs and expenses of Association relating, directly or indirectly, to the ownership, operation, administration, management, insurance, maintenance, repair, replacement and/or alteration of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership (to the extent the Common Areas are owned by Association); janitorial services for the Common Areas; operation; administration; all amounts payable by Association; all amounts required to maintain the Surface Water Management System; all costs for monitoring and maintenance of the wetland mitigation areas; all amounts payable in connection with any private street lighting agreement between Association and Lakeland Electric or another local provider or utility company; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; costs related to the lift station located within TerraLargo; utilities; taxes; insurance; bonds; Access Control Systems, if any; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; Common Area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder and/or under the Club Plan, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's

legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration and/or the Club Plan.

"**Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Builder, Club Owner, or a Lender.

"**Parcel**" shall mean any portion of TerraLargo upon which one or more Homes may be constructed.

"**Permit**" shall mean the permit attached as **Exhibit 5** issued by the SWFWMD.

"**Plat**" shall mean any plat of any portion of TerraLargo filed in the Public Records, as the same may be amended by Developer, from time to time.

"**Public Records**" shall mean the Public Records of County.

"**Required Demolition**" shall have the meaning set forth in Section 12.2.2 hereof.

"**Required Repair**" shall have the meaning set forth on Section 12.2.2 hereof.

"**Re-Sale Contribution**" shall have the meaning set forth in Section 15.13 hereof.

"**Reserves**" shall have the meaning set forth in Section 15.2.4 hereof.

"**Rules and Regulations**" shall mean collectively the Rules and Regulations governing TerraLargo as adopted by the Board from time to time.

"**SWFWMD**" shall mean the Southwest Florida Water Management District.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 15.2.2 hereof.

"**Surface Water Management System**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term may include exfiltration trenches, wetlands, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements, those works defined in Section 373.403(1)-(5) of the Florida Statutes and those works authorized by SWFWMD pursuant to the Permit.

"**Telecommunications Provider**" shall mean any party contracting with Association and/or Owners directly to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Telecommunications Systems**" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to TerraLargo. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, individual satellite dishes, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, individual satellites, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (*e.g.*, individual adjustable digital units).

"**Telephony Services**" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"**TerraLargo**" shall initially mean the community located on the real property described on **Exhibit 1** to this Declaration (including all improvements thereon), plus whatever portions of other properties (together with improvements thereon) that Avatar declares as part of TerraLargo in any amendment to this Declaration, less whatever portions of such property (together with improvements thereon) that are declared to be withdrawn from the provisions of this Declaration in any amendment to this Declaration, and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of TerraLargo.

"**Title Documents**" shall have the meaning set forth in Section 26.8 hereof.

"**Toll Calls**" shall have the meaning given to such term by the Florida Public Service Commission and\or the Federal Communications Commission.

"**Turnover Date**" shall mean the date on which Developer transfers control of Association to the Owners. Without limiting the foregoing, Developer shall never be obligated to transfer control of Association prior to the date currently required by law.

"**Use Fees**" shall have the meaning set forth in Section 15.2 hereof.

3. Plan of Development. The planning process for TerraLargo is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right, but not the obligation, to develop TerraLargo and adjacent property now or hereafter owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, single family homes, estate homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of TerraLargo as finally developed. Developer shall have the absolute right to plan, develop and construct TerraLargo and the adjacent properties at Developer's sole discretion.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which consent may be withheld or delayed for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 10.5 hereof which benefits the SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate in Developer's sole discretion, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of TerraLargo; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend the Association Documents unilaterally to correct scrivener's errors.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members in at which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, Developer may submit additional lands as part of TerraLargo, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to TerraLargo. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of TerraLargo, including a Lot, Parcel, or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of TerraLargo. Such amendment may contain additions to, modifications of or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different

character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to TerraLargo.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members in which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, Developer may withdraw any portions of TerraLargo (or any additions thereto) from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of TerraLargo shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of TerraLargo shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of TerraLargo). Association shall have no right to withdraw land from TerraLargo.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the circuit court of the appropriate judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government and, if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, TerraLargo and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and Club Dues specified in this Declaration and/or the Club Plan. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for Assessments and Club Dues to the extent that Assessments and Club Dues are required to enable the successors or assigns of Association and/or Club Owner to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Membership Fee shall survive the dissolution of Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of TerraLargo which had been Common Areas and/or comprised part of the Club and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any claim and any right to deny that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on TerraLargo by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

7.2 Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall become a member of Association (a "**Member**"). Membership rights are governed by

the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and By-Laws. Club Owner shall be a member of Association as set forth herein and in the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Developer or Club Owner, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of the Board. Developer reserves the right to change, from time to time prior to and including the Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member or how a Board member is elected or appointed prior to and including the Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Rights of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of TerraLargo for various public purposes or for the provision of Telecommunications Systems, utilities, or to make any portions of TerraLargo part of the Common Areas, or to create and implement a community development district, special taxing district and/or special lighting district which may include all or any portion of TerraLargo. In addition, the Common Areas of TerraLargo may include decorative improvements, berms, and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, repaired, replaced, insured and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or Parcel or any portion of TerraLargo or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, operated by, dedicated to, and/or maintained by Association. The current conceptual representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, operated by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein in its sole discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within TerraLargo, from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (*e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas and the Club, without charge, for any purpose deemed appropriate by Developer, and to the exclusion of others.

9.4 Conveyance.

9.4.1 Generally. As determined by Developer in its sole discretion, or as may be required by law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by quitclaim deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each Owner's irrevocable ingress and egress easement to his or her Home as set forth in this Declaration.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the plat(s) of TerraLargo;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purpose of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such Common Areas for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of TerraLargo) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated, maintained, and administered by Association for the use and benefit of the owners of all property interests in TerraLargo including, but not limited to, Association, Developer, Club Owner, Owners and any Lenders. Notwithstanding the foregoing, subject only to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer and Club Owner, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66⅔%) of the Board; (b) seventy-five percent (75%) of all of the votes in Association being first had and obtained; and (c) consent of the Club Owner being first had and obtained.

9.6 Paved Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces including, but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. In addition, Association is responsible for maintaining all traffic signs and pavement markings in accordance with the U.S. Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Control

Devices ("**MUTCD**"). Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform such work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company ("**Management Company**"). Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association, in which event such manager shall be included in the term Management Company. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND OTHER WATERBODIES MAY VARY. THERE IS NO GUARANTY BY DEVELOPER, SWFWMD, OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, SWFWMD, and Association shall not be obligated to erect fences, gates or walls around or adjacent to any waterbody or waterfall within TerraLargo. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ARC. No fence or other structure may be placed within any lake maintenance easement. Swimming will not be permitted in any waterbody and boating will not be permitted except as otherwise provided in Section 11.46 hereof. No private docks may be erected within any waterbody forming part of the Common Areas.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of TerraLargo accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of TerraLargo (*e.g.*, the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within TerraLargo and (e) design of any portion of TerraLargo. Each person entering onto any portion of TerraLargo also expressly indemnifies and agrees to hold harmless Developer, Association, Club Owner, Club Manager, Builders and their employees, directors, representatives, officers, agents, partners, affiliates and attorneys in-house and outsourced (collectively, the "**Indemnified Parties**"), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the

foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, BEES, FIRE ANTS AND FOXES. DEVELOPER, BUILDERS AND ASSOCIATION, CLUB OWNER, AND CLUB MANAGER SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas including, without limitation, use of the lakes and other waterbodies adjacent to or within TerraLargo by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, Club Owner, or Club Manager, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, Club Owner, or Club Manager, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees, paraprofessional fees and costs, at pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and TerraLargo. The Rules and Regulations need not to be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial uses, club uses, industrial uses, Homes, Common Areas, and the Club and related improvements within TerraLargo, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of TerraLargo), general offices and construction operations within TerraLargo; (iii) place, erect or construct portable, temporary or accessory buildings or structure within TerraLargo for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of TerraLargo; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of TerraLargo owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion TerraLargo including, without limitation, Homes; (vi) excavate fill from TerraLargo or adjacent property by dredge or dragline, store fill within TerraLargo and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, TerraLargo and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising TerraLargo.

9.10 Public Facilities. TerraLargo may include one or more facilities which may be open and available for the use of the general public. By way of example, and not as a limitation, there may be a public park or other facility within the boundaries of TerraLargo.

9.11 Lift Station. City owns a lift station that is located within the boundaries of TerraLargo. The City is hereby granted a perpetual, non-exclusive easement over and across the real property described on **Exhibit 6** attached hereto (the "**Lift Station Easement Area**") for the purpose of maintaining the lift station. The City may access the Lift Station Easement Area through TerraLargo.

9.12 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act or omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.13 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, lakes, dams, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having

jurisdiction with respect to the same. Without limiting the foregoing, it is anticipated but not guaranteed that a special taxing district will be set up through County in order to maintain the street lights leased from Lakeland Electric.

9.14 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to City or County, their successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within TerraLargo (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to City or County regulations ("**Non-Conforming Pavers**") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event City or County or any of their subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City's or County's use of its easement rights granted in this Section 9.14, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by City or County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City or County and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees, paraprofessional fees and costs of defense, which City or County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.14.

9.15 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and its officers, directors, members, managers, shareholders, representatives, agents, partners, affiliates and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' fees and paraprofessional fees pre-trial, and at all levels of proceedings, including appeals), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.16 Site Plans and Plats. TerraLargo may be subject to one or more plats (each individually, a "**Plat**") as may be amended from time to time. The Plat may identify some of the Common Areas within TerraLargo. The description of the Common Areas on a Plat is subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Maintenance by Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, administer, operate, repair, replace and insure the Common Areas, and all improvements placed thereon (*e.g.*, sprinkler systems) including, without limitation, Common Area landscaping and irrigation. Without limiting the foregoing, perimeter walls within Lots shall be maintained by Association. Association shall be responsible for root pruning trees within the Common Areas.

10.2 Drainage. Association shall at all times maintain the drainage systems and facilities within the Common Areas.

10.3 Maintenance of Lawn and Landscaping. Association shall have no responsibility for maintenance of yards within a Home. All lawn maintenance of Homes shall be the responsibility of each Owner. Association shall be responsible for the maintenance of the sprinkler system serving the Common Areas including the private roads, within TerraLargo. If an Owner has installed a fence or wall around a Home or any portion thereof with ARC approval, then such Owner shall be responsible for maintenance of any portion of the Common Areas that are no longer readily accessible to Association any or all landscaping and other improvements within any fenced portion of the Common Areas. In the event grass in any portion of a Lot is not maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus $25.00 (or such other amount determined by Association in its sole discretion) shall be charged to such Owner as an Individual Assessment.

10.4 Duty to Maintain Surface Water Management System. The Surface Water Management System within TerraLargo will be owned, maintained and operated by Association as permitted by the SWFWMD. The costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SWFWMD has the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding

problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. Each Builder and Owner within TerraLargo, at the time of construction of a building, residences or structure, shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

10.5 Amendments Affecting Surface Water Management System. Any proposed amendment to the Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SWFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SWFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

10.6 Conservation Areas. Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Conservation Areas**"). Owners of Homes abutting Conservation Areas shall not remove native vegetation (including, without limitation, cattails) that becomes established within the Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass. Owners shall address any questions regarding authorized activities within the Conservation Areas to the SWFWMD.

10.7 Use Restrictions for Conservation Areas. The Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the plats associated with TerraLargo. Activities prohibited within the Conservation Areas include, but are not limited to, the following:

10.7.1 Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

10.7.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

10.7.3 Removal or destruction of tress, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer.

10.7.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

10.7.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

10.7.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

10.7.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

10.7.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

10.7.9 No Owner within TerraLargo may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Conservation Areas described in the Permit and recorded plat(s) of TerraLargo, unless prior approval is received from the SWFWMD.

10.7.10 Each Owner within TerraLargo at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

10.8 Monitoring and Maintenance of Wetland Mitigation Areas. Since TerraLargo has on-site wetland mitigation requiring ongoing monitoring and maintenance in accordance with the rules and regulations of the SWFWMD, Association shall allocate sufficient funds in its budget for such monitoring and maintenance of wetland mitigation areas each year until the SWFWMD determines that the area(s) is successful in accordance with the requirements under the Permit. The costs of such monitoring and maintenance shall be Operating Costs.

10.9 Perimeter Walls and Fences. Association shall be responsible for maintaining any perimeter walls and fences, including columns, of TerraLargo even if such walls, fences and columns lie within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any shadow box fencing within his or her Lot.

10.10 Adjoining Areas. Association shall maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

10.11 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner, shall be borne solely by such Owner, and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.12 Right of Entry. Developer, Club Owner, the City, the County and Association are granted a perpetual and irrevocable easement over, under and across TerraLargo for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any right, obligation, maintenance, alteration or repair which it is entitled or required to exercise or perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of TerraLargo if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency. Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair such system. By this easement, Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written consent of the Association.

10.13 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of TerraLargo and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of TerraLargo. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets (including, without limitation, Sleepy Hill Road), roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

10.14 Driveway and Sidewalk Easement. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law. Each Owner shall be responsible for maintenance of vegetation in any portions of the road right-of-way, drainage swales and drainage easements between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Owners shall retain the design of any portions of the road right-of-way, drainage swales and drainage easements between the boundary of such Owner's Home and the edge of the adjacent paved roadway unchanged.

10.15 Private Roads. All roads which are privately owned shall be maintained by Association or an entity other than County or City.

10.16 Dam Maintenance. On the southern and eastern boundaries of TerraLargo, there is a dam at the northern end of a lake adjacent to TerraLargo. The lake and dam are visual amenities for owners in TerraLargo. Association will own, maintain, inspect and supervise the dam and its operation including, without limitation, annual geotechnical inspections, building and maintaining a spillway around the dam to prevent damage from any flooding and repair and maintenance of the dam structure. The cost of maintenance shall be Operating Cost. Activities in and around the lake and dam are restricted pursuant to Section 11.46 hereof.

11. Use Restrictions. Each Owner must comply with the following:

11.1 Applicability. Developer shall have the right to exempt some or all of TerraLargo from the provisions of this Section 11. Subject to the foregoing right of Developer, the provisions of this Section 11 shall apply to all of the properties within TerraLargo and the use thereof, but shall not apply to Developer, Club Owner or portions of properties within TerraLargo owned or leased by Developer.

11.2 Alterations and Additions. No material alteration, addition or modification to a Parcel, Lot or Home or other improvement or structure, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

11.3 Animals. No animals of any kind shall be raised, bred or kept within TerraLargo for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances up to a limit of two (2) such pets per Home (unless such animal is of a breed prohibited by the County, the City or other governmental entity) and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ARC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall urinate and defecate only in the "pet walking" areas within TerraLargo designated for such purpose, if any, or on that Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.4 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ARC.

11.5 Cars and Trucks.

11.5.1 Parking. Owners' automobiles shall be parked in the garage or driveway of the Owner's Home, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of TerraLargo or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. Notwithstanding the foregoing, lawn maintenance vehicles may not be parked in the driveway of the Home overnight. To the extent TerraLargo has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in TerraLargo except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within the driveway of a Home (not blocking the sidewalk) may be parked in TerraLargo. No vehicles with expired registration, expired license plates or flat tires may be kept within public view anywhere within TerraLargo.

11.5.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within TerraLargo for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within TerraLargo, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

11.5.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within TerraLargo except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*e.g.*, Broncos™, Hummers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or a Builder of Homes, Club Owner, Common Areas, or any other TerraLargo facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on TerraLargo. For any Owner who drives an automobile issued by the City, County or other governmental entity (*e.g.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

11.6 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 12.2.2 herein and as approved by the ARC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC.

11.7 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, and administrative offices of Developer, no commercial or business activity shall be conducted in any Home within TerraLargo. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. Notwithstanding the foregoing, no Owner shall be permitted to operate a real estate brokerage business or title insurance agency within his or her Home. No Owner may actively engage in any solicitations for commercial purposes within TerraLargo.

No solicitors of a commercial nature shall be allowed within TerraLargo, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage or yard sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage or yard sales without the prior written consent of Developer.

11.8 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within TerraLargo. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN TERRALARGO AND THE RESIDENTIAL ATMOSPHERE THEREOF. Without limiting the foregoing, each Owner, by acceptance of a deed to a Home, agrees that picketing and posting negative signs is strictly prohibited.

11.9 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.10 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ARC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout TerraLargo.

11.11 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of TerraLargo without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (*e.g.*, unacceptable spillover to adjacent Home).

11.12 Disputes as to Use. If there is any dispute as to whether the use of any portion of TerraLargo complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.13 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. The maintenance of such systems and/or facilities within the Common Areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ARC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots that adversely affect the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, Club Owner and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.14 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

11.15 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home including, without limitation, installing or closing hurricane shutters prior to the arrival of a hurricane or tropical storm or other severe weather condition .

11.16 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ARC. 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 (6) feet or less, made of wood (natural wood,

white or other color approved by the ARC) or shadowbox. No walls shall be erected or installed on the side of Lot lines over utility mains.

11.17 Fuel Storage. No fuel storage shall be permitted within TerraLargo, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators or similar devices.

11.18 Garages. Each Home may have its own garage. No garage shall be converted into a general living area or used as living quarters by any person unless specifically approved by the ARC, nor shall any commercial or business venture be operated out of any garage. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

11.19 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be part of Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

11.20 General Use Restrictions. Each Home, the Common Areas and any portion of TerraLargo shall not be used in any manner contrary to the Association Documents.

11.21 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

11.22 Irrigation. Children and pets should not play in the water used in the irrigation system. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas, or vehicles . It is each Owner's responsibility to treat and remove any such staining on such Owner's Home, Lot, or personal property located within such Home or Lot. Association may require from time to time that Owners adopt systems to prevent staining (e.g. automatic deionization systems). No Owner whose Home is adjacent to a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NON-EXISTENT. Developer, SWFWMD, Club Owner and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. No Owner shall be permitted to install an individual water well on his or her Lot.

11.23 Lake and Canal Slopes and Retention Areas. The rear or side yard of some Homes may border lakes and canals and retention areas forming part of the Common Areas. To the extent that such lake slopes comprise part of the Common Areas, they will be regulated by the Association. Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks and/or retention areas to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. Association may establish from time to time maintenance standards for the lake slopes and canal slopes and retention areas maintained by Owners who own Homes adjacent to Common Area waterbodies ("**Lake Slope Maintenance Standards**") such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake and canal slopes and banks to ensure that each Owner has complied with its obligation hereunder and the Lake Slope Maintenance Standards. The Owner of each Home bordering on the lake, canals, or retention area shall ensure that lake and canal banks and slopes and/or retention area remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association an easement of ingress and egress across his or her Home to all adjacent lake, canal, and retention areas for the purpose of ensuring compliance with the requirements of this Section. All lakes within TerraLargo shall be maintained by Association.

11.24 Landscape Lighting. No landscape lighting shall be installed by an Owner without the prior written approval of the ARC.

11.25 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home, Lot, or Parcel. No clothes drying area may be placed on any Lot until its location and material for the clothesline have been submitted to and approved by the ARC.

11.26 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of TerraLargo. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction

thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of TerraLargo shall be the same as the responsibility for maintenance and repair of the property concerned.

11.27 Landscaping and Irrigation of Lots, Removal of Sod and Shrubbery; Additional Planting.

11.27.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.

11.27.2 No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ARC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

11.27.3 Without the prior consent of the ARC, no sod, topsoil, tree or shrubbery shall be removed from TerraLargo, and there shall be no change in the plant landscaping or elevation of such areas, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ARC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, Association may make any such necessary repairs and each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

11.27.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ARC.

11.28 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased or licensed for occupancy on any basis. No transient tenants may be accommodated in a Home. All leases, licenses or occupancy agreements shall be in writing and a copy of all such leases, licenses or occupancy agreements shall be provided to Association if so requested by Association. All leases, licenses and occupancy agreements shall be on forms approved by Association and shall provide (and if not so provided shall be deemed to provide) that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing TerraLargo or administered by Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. No Home may be subject to more than one (1) lease, license or occupancy agreement in any twelve (12) month period, regardless of the lease, license or occupancy agreement term. No time-share or other similar arrangement is permitted. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a lease Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to the Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repairs shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damage to the Common Areas or Association property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred Dollars ($100.00) to offset the costs of a background check on tenant. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease, license or occupancy agreement term shall be less than thirty (30) days. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 25 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

11.29 Maintenance by Owners.

11.29.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances within a Lot shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of TerraLargo by the Owner of such Lot. In addition, if an Owner has installed a fence or wall with prior ARC approval around a Home, or any portion thereof, that encloses a portion of Common Areas, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home. Each Owner shall maintain any sprinkler systems within such Owner's Lot.

11.29.2 Lawn Maintenance Standards. The following maintenance standards (the "**Lawn Maintenance Standards**") apply to landscaping maintained by Owners:

11.29.2.1 Trees. Trees are to be pruned as needed. No trees shall be planted within eight (8) feet of any water or sewer main located within a utility easement. No large trees are permitted on side of Lot lines over utility mains.

11.29.2.2 Shrubs. All shrubs are to be trimmed as needed.

11.29.2.3 Grass.

11.29.2.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

11.29.2.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.29.2.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

11.29.2.4 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

11.29.2.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

11.29.2.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

11.29.2.7 Irrigation. Owners shall be responsible to irrigate grass. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.29.2.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.29.2.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.29.2.10 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at pre-trial and at all levels of proceedings, including appeals.

11.29.3 Enclosed Common Area. If an Owner has enclosed any portion of the Common Areas with prior ARC approval, then such Owner must maintain such portion of the Common Areas that is no longer readily accessible to Association.

11.29.4 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.29.5 Landscape Replacement. Each Owner shall be responsible to replace any dead, dying, diseased or removed landscaping with such owner's Lot, at such owners sole cost and expense.

11.30 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer, Club Owner and Association shall not be responsible for any use of the facilities or Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

11.31 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of TerraLargo is permitted. No firearms shall be discharged within TerraLargo. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of Homes or Common Areas by any Owner or permitted occupant, his or her immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of TerraLargo, including a Home or Lot which will increase the rate of insurance to be paid by Association.

11.32 Paint. Each Owner shall be responsible to paint the Home and pressure clean between paintings at his or her sole cost and expense. If ARC determines in its sole discretion that a Home needs to be repainted, Owner shall repaint his or her Home within forty-five (45) days' written notice by the ARC.

11.33 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the

Common Areas, any Parcel, Lot or Home, or any other portion of TerraLargo, which is unsightly or which interferes with the comfort and convenience of others.

11.34 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed 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.

11.35 Removal of Soil and Additional Landscaping. Without the prior consent of the ARC, no Owner shall remove soil from any portion of TerraLargo or change the level of the land within TerraLargo, or plant landscaping which results in any permanent change in the flow and drainage of surface water within TerraLargo. Owners may not place additional plants, shrubs, or trees within any portion of TerraLargo without the prior approval of the ARC.

11.36 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated, painted and/or repaved by Owner within thirty (30) days of notice by the ARC. No surface applications to driveways shall be permitted without the prior written approval of the ARC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Each Owner shall be responsible to pressure clean his or her Home between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

11.37 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot or Parcel without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas, and other equipment under this Section must be first approved by the ARC in order to address the welfare of the residents of TerraLargo. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install, without ARC approval, Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

11.38 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ARC.

11.39 Septic Tanks and Wells. No Owner shall install a septic tank or well upon any portion of TerraLargo.

11.40 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.41 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of TerraLargo that is visible from the outside without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration and without the prior written approval thereof by governmental agencies, if necessary; provided, however, signs required by governmental agencies and approved by the ARC may be displayed (*e.g.*, permit boards). All "For Sale" and "For Rent" signs must be approved by the ARC and shall be no larger than twelve inches (12") by twelve inches (12"). Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of TerraLargo while the Developer holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within TerraLargo, unless written approval of the ARC is obtained. Notwithstanding the foregoing, no ARC approval is necessary for the installation of one (1) portable removable United States of America flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day Owners may display, in a respectful manner, portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

11.42 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of TerraLargo without prior written consent of the ARC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ARC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops

shall be attached to a Home and any portable basketball hoops must be stored inside the Home when not in use. No tennis courts are permitted within Lots.

11.43 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ARC, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ARC so that such boat is not visible from the street. Water softeners, trash containers, propane tanks, generators and other similar devices shall be properly screened from the street in a manner approved by the ARC.

11.44 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to TerraLargo, prior to the Turnover Date without the prior written approval of Developer, which may be granted or denied in its sole discretion, or after the Turnover Date, without the prior written approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum.

11.45 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of TerraLargo or within any Home, Lot or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ARC.

11.46 Swimming, Boating, Fishing and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to TerraLargo, including, without limitation, near the dam or within the spillways. Motorized boating and personal watercrafts (*e.g.*, jet skis) are prohibited. However, non-motorized boats such as canoes are allowed on the lakes within TerraLargo. No private docks may be erected within any lake or waterbody. Animals such as alligators and snakes may live in or around lakes or waterbodies and Owners, their guests, invitees, lessees, family members and licensees use of the lakes and waterbodies is at their own risk. Fishing is permitted in and around the lakes within or adjacent to TerraLargo; provided, however, that all fish caught must be immediately released back into such lake or waterbody.

11.47 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, his or her immediate family, guests, tenants and invitees.

11.48 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ARC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

11.49 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Developer and Association shall not have liability under such circumstances for any damage or loss that an Owner may incur.

11.50 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

11.51 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

11.52 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

12. Insurance.

12.1 Association. Association shall maintain the following insurance coverage:

12.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("**NFIP**"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

12.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

12.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

12.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

12.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

12.2 Homes.

12.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain at such Owner's cost and expense adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

12.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ARC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

12.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 12.2.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of TerraLargo.

12.2.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

12.2.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

12.3 Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

12.3.1 The bonds shall name Association as an obligee.

12.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

12.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

12.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

12.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

12.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.

12.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

12.7 Additional Insured. Developer, Club Owner and the respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

12.8 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

13. Property Rights.

13.1 Owners' Easement of Enjoyment. Every Owner (including Developer), and his or her immediate family, tenants, guests and invitees, and every owner of an interest in TerraLargo shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which such Owner is entitled to use for their intended purpose, subject to the following provisions:

13.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

13.1.2 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

13.1.3 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

13.1.4 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior written consent of the Club Owner.

13.1.5 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

13.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

13.1.7 The rights of Developer, Association and/or Club Owner regarding TerraLargo as reserved in this Declaration, including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

13.1.8 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

13.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a tenant.

13.2 Access, Ingress and Egress. In addition to the general easements for use of the Common Areas, there shall be, and Developer reserves, grants, and covenants for itself and all future Owners, and their family

members, lessees, and guests and to the Association, a perpetual, non-exclusive easement for access, ingress and egress; (i) for pedestrian traffic over, and through and across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, TerraLargo; (ii) for vehicular traffic over, through and across such portions of TerraLargo as, from time to time, may be paved and intended and designated for such purposes; and (iii) vehicular on any portions of TerraLargo as, from time to time, may be paved and intended and designated for parking.

13.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under TerraLargo as may be required in connection with the development of TerraLargo, the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of TerraLargo, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within TerraLargo for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer and/or for the use of the Club. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's and Club Owner's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of TerraLargo from Developer's sales facilities located within TerraLargo. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any rights of Developer in this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

13.4 Signage. There is hereby reserved to Developer, its successors and assigns, a perpetual, non-exclusive easement to access all signage for TerraLargo to identify Avatar directly below, or in close proximity to the name of the TerraLargo Community or install additional signage identifying Avatar in close proximity of the signage containing the TerraLargo name. Further, Developer shall have the right, but not the obligation, to maintain, modify, or remove such signage in its sole and absolute discretion, without consent of the Association or any Owner.

13.5 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways within TerraLargo for ingress and egress to and from Telecommunications Systems within TerraLargo.

13.6 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

13.7 Easement for Encroachments. If (a) any improvement upon any portion of the Common Areas encroaches upon any other portion of TerraLargo; (b) any improvements upon any portion of TerraLargo encroaches upon any portion of the Common Areas; or (c) any encroachment shall hereafter occur as a result of (i) construction of any improvements; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Areas (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement of the Common Areas, then, in any event, an easement appurtenant to the encroachment shall exist for such encroachment and for the maintenance of the same so long as the improvements causing such encroachment shall stand. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that minor encroachments on Common Areas due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. This provision shall not entitle any Owner to intentionally construct improvements which encroach upon any other portion of TerraLargo and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association. The provisions of this Section 13.7 shall not be in derogation or limitation of any other rights of the Developer.

13.8 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through TerraLargo (including Lots, Parcels and/or Homes but excluding the Club after the Turnover Date) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

13.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across TerraLargo (including Lots, Parcels, Homes and the Club) for the reasonable and necessary maintenance of Common Areas, Club, utilities, cables, wires and other similar facilities.

13.10 Drainage. A perpetual, non-exclusive easement shall exist in favor of Developer, Club Owner, Association and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon TerraLargo for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of TerraLargo (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of TerraLargo and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through TerraLargo and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

13.11 Reservation to Grant Additional Easements. The Developer reserves the right (but not the obligation) to grant, at any time in its sole and absolute discretion and prior to the Community Completion Date, (without the joinder or consent of Association or any other person or entity), or to cause the Association to grant, additional easements and rights-of-way in, to, over and upon portions of TerraLargo for such purposes as Developer shall reasonably deem necessary or helpful in connection with the development, sale, use or operation of TerraLargo including, without limitation, easements for improvements that may encroach upon any portion of the properties, including, without limitation, roads, driveways, sidewalks, walkways, parking spaces, retaining walls and utility lines and improvements. Each Owner, by acceptance of a deed to a Home or Lot and each mortgagee, by acceptance of a lien on a Home or Lot, hereby authorizes the Developer to execute, on their behalf and without further authorization, such grants of easements or other instruments as may from time to time be necessary to grant easements and/or rights-of-way in, to, over and upon TerraLargo, or any portion thereof, in accordance with the provisions of this Declaration.

13.12 Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of TerraLargo necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise).

13.13 Blanket Easement in Favor of Association. Association is hereby granted an easement over all of TerraLargo, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas including, without limitation, lakes, dams, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

13.14 Blanket Easement in Favor of Developer. Developer shall also have blanket easements above, across and under TerraLargo. The easement shall permit, without limitation, all construction, maintenance and replacement activities of Developer.

13.15 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

14. Club Plan. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Plan which is incorporated herein by reference. Although the Club Plan is an exhibit to this Declaration, the Association Documents are subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and the Association Documents, the Club Plan shall control.

15. Assessments.

15.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "**Assessments**"). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. For the purposes of Assessments payable by a Builder, each Parcel shall be deemed to contain the number of Homes which can be built on such Parcel, as determined by Developer in its sole and absolute discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (*e.g.*, Telecommunications Services), Builders shall not be required to pay for the same. Club Owner, as a member of Association, shall be obligated to pay a nominal Assessment of One Dollar ($1) per year to Association.

15.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of TerraLargo, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including

but not limited to the following categories of Assessments as and when levied and deemed payable by the Board and as otherwise provided in this Declaration:

15.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (collectively, the "**Installment Assessments**");

15.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (collectively, the "**Special Assessments**");

15.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (collectively, the "**Use Fees**");

15.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas. To the extent permitted by applicable law, at such time as there are improvements in any Common Areas for which Association has responsibility to maintain, repair and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. In addition, the Association may establish Reserves as provided in Section 15.11.4 of this Declaration. Once established, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. Except as otherwise provided by law, until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

15.2.5 Assessments for which one or more Owners (but less than all Owners) within TerraLargo is subject ("**Individual Assessments**"), such as costs of special services provided to a Home or Owner or costs relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.3 Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management system including, but not limited to, work within drainage structures and drainage easements.

15.4 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

15.5 Allocation of Operating Costs.

15.5.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

15.5.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in TerraLargo conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

15.5.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively from January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

15.5.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.6 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

15.7 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

15.8 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder.

15.9 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Except as otherwise may be provided by applicable law, prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all income received by Association or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to and including the Turnover Date or as soon as possible thereafter (*e.g.*, once the amount is finally determined). Except as otherwise may be provided by applicable law, Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole discretion, except as prohibited by law. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

15.10 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

15.11 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

15.11.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (*i.e.*, monthly, quarterly or annually).

15.11.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

15.11.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.11.4 If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of not less than a majority of the total voting interests of Association at a duly noticed meeting of the Members at which a quorum is present or upon written consent executed by not less than a majority of all voting interests of Association. Such approval of Reserves shall state that Reserves shall be provided for in the budget of Association and designate the components for which reserve accounts are to be established. Upon such approval of the Association, approved Reserves shall be included in the budget for the next fiscal year following the approval and in each year thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes.

15.12 Initial Contribution. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial contribution in the amount of One Hundred Fifty Dollars ($150.00) (the "**Initial Contribution**"). The funds derived from the Initial Contributions

shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

15.13 Re-Sale Contribution. Association may establish a resale contribution ("**Re-Sale Contribution**"). If established, there shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

15.14 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

15.15 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.16 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Notwithstanding the foregoing, Association may not file a claim of lien against a Home for unpaid Assessments unless written notice of demand for past due Assessments has been made by Association, which notice must comply with Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, at pre-trial and at all levels of proceedings including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. An Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however, such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

15.17 Subordination of the Lien to Mortgages and Club Dues. The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the claim of lien, and (ii) to Club Dues, as further provided in this Section 15.17. The lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to (i) a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, or (ii) a lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer except as otherwise expressly provided by law. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

15.18 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.19 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of $25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear

interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at pre-trial and at all levels of proceedings, including appeals. Any payment of past due Assessments received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collecting the Assessment(s). No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

15.20 Exemption. Notwithstanding anything to the contrary herein, Developer and Club Owner (except as otherwise provided in Section 15.1) shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Except as may otherwise be provided by applicable law, Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 15.9 herein. In addition, Developer, prior to the Community Completion Date, and thereafter the Board shall have the right to exempt any portion of TerraLargo subject to this Declaration from the Assessments, provided that such portion of TerraLargo exempted is used (and as long as it is used) for any of the following purposes:

15.20.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

15.20.2 Any real property interest held by a Telecommunications Provider;

15.20.3 Any of TerraLargo exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration; or

15.20.4 Any Common Areas.

15.21 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings including appeals, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeals.

15.22 Rights to Pay Assessments and Receive Reimbursement. Association, Developer and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15.23 Collection of Assessments. Assessments shall be paid by each Owner to Association. Collection proceedings for an Owner's failure to pay Monthly Assessments may be brought by Association.

15.24 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is only given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

16. Information to Lenders and Owners.

16.1 Availability. Current copies of Association Documents shall be available for inspection by Owners and Lenders upon written request and during normal business hours or under other reasonable circumstances.

16.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

16.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

16.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

16.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home or Lot subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

16.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained under this Declaration; or

16.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

17. Architectural Control. The following provisions govern TerraLargo:

17.1 Architectural Review Committee. The ARC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to TerraLargo. The ARC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ARC shall have the right to form subcommittees consisting of representatives from Association to review ARC applications. The ARC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ARC, and to appoint, remove, and replace all members of the ARC. Developer shall determine which members of the ARC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ARC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ARC. The ARC shall enforce the Master Community Standards as set forth herein.

17.2 Membership. There is no requirement that any member of the ARC be an Owner or a member of Association.

17.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of TerraLargo. Accordingly, the ARC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within TerraLargo by Owners other than Developer or Club Owner. The ARC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Community Standards and such other published guidelines and standards as may be adopted by the ARC from time to time. The ARC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Community Standards, shall require the consent of Developer, which may be granted or denied in its sole discretion.

17.4 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING TERRALARGO. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW TERRALARGO WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

17.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ARC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously approved and constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

17.6 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Meetings of the ARC shall be open to all Members.

17.7 Power and Duties of the ARC. The ARC shall have the right and authority to review and approve and disapprove plans and specifications for the exterior design, landscaping, location, size, type or appearance of any proposed structures or improvements, Home, structure or other improvement on a Lot or Parcel. No structures or improvements shall be constructed on any portion of TerraLargo, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of TerraLargo, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC.

17.8 Procedure. In order to obtain the approval of the ARC, each Owner shall observe the following:

17.8.1 Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ARC.

17.8.2 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

17.8.3 No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.

17.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

17.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

17.8.6 Upon final disapproval (even if the members of the Board and ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

17.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC, including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ARC, in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ARC shall have no right to approve any changes to a Home not visible from the exterior of a Home.

17.10 Variances. Association or ARC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, neither Association nor the ARC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in this Declaration or the Community Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in this Declaration or in the Community Standards on any other occasion.

17.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

17.12.1 Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in TerraLargo shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in TerraLargo shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in TerraLargo and no construction materials shall be stored in TerraLargo subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or

deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in TerraLargo or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ARC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ARC in its sole discretion.

17.12.2 There shall be provided to the ARC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into TerraLargo as are designated by the ARC for construction activities. The ARC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

17.12.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in TerraLargo.

17.12.4 The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within TerraLargo. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within TerraLargo and each Owner shall include the same therein.

17.13 Inspection. There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of TerraLargo at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

17.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings including appeals incurred by Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

17.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ARC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, at pre-trial and at all levels of proceedings, including appeals, in connection therewith.

17.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ARC, Association and/or ARC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a certificate of compliance from the ARC, certifying that the Owner has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC, the responsibility for issuing the certificate of compliance. The issuance of a certificate of compliance does not abrogate the ARC's rights set forth in Section 17.13 herein.

17.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder, Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ARC, Association, or the provisions of the Community Standards.

17.19 Exculpation. The ARC's rights of review and approval or disapproval of plans and other submissions under this Declaration are intended solely for the benefit of the ARC and Association. Neither the ARC, the Association, the Developer, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans or other

submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by the submission of the same, and any Owner, by acquiring title to a Home, agrees not to seek damages from the Developer, the ARC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ARC's review of any plans or other submissions under this Declaration except as otherwise expressly provided by Section 720.3035. Without limiting the generality of the foregoing, the ARC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Further, each Owner agrees to indemnify and hold Developer, Association and the ARC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pre-trial and at all levels of proceedings, including appeals), arising out of any review of plans by the ARC under this Declaration except as otherwise expressly prohibited by law.

18. Surface Water Management System.

18.1 Maintenance. Association shall maintain the Surface Water Management System. Any lakes within TerraLargo shall be the maintenance responsibility of the Association.

18.2 Association Easements. The Association and its agents, employees, and managers, shall be deemed to have easements of ingress and egress in, over, and across the Common Areas for all reasonable purposes including, without limitation, such easements required for maintenance of the lake and canal banks and slopes for TerraLargo, if any, and the entry and boundary signs.

19. Owner's Liability.

19.1 Loop System Irrigation. Some or all of the Common Areas may receive irrigation pursuant to a loop system. Owners shall not make any alterations or improvements to a Home that in any way adversely affects the loop system irrigation. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("**Improvement**") on the Home upon the prior written approval of the ARC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot wide gate must also installed. Before the ARC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ARC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ARC at least ten (10) days before the Improvement installation stating that the effectiveness of TerraLargo drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

19.2 Violations. Should any Owner do any of the following:

19.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD; or

19.2.2 Cause any damage to any improvement or Common Areas or Club; or

19.2.3 Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Plan; or

19.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas or the Club; or

19.2.5 Impede Developer or Club Owner from proceeding with or completing the development of TerraLargo or Club, as the case may be;

then, Developer, Association and/or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, removing unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, incurred shall be assessed against the Owner as an Individual Assessment.

19.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

19.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.3.2 Commence an action to recover damages; and/or

19.3.3 Take any and all action reasonably necessary to correct the violation or breach.

19.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, at pre-trial and at all levels of proceedings including appeals, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

19.5 No Waiver. The failure of the Developer, Association and/or the ARC to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

19.6 Rights Cumulative. All rights, remedies, and privileges granted to SWFWMD, Developer, Club Owner, Association and/or the ARC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

19.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners, Club Owner and/or Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

19.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SWFWMD.

19.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

19.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

19.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of $100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board.

20. Additional Rights of Developer.

20.1 Sales Office and Administrative Offices. For so long as Developer and its assigns owns any property in TerraLargo, is affected by this Declaration, or maintains a sales office or administrative office within TerraLargo, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of TerraLargo and sales and re-sales of Homes and/or other properties owned by Developer or others outside of TerraLargo. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of TerraLargo, including Common Areas and the Club, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas and the Club to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting the foregoing, Developer shall have the

right but not the obligation to maintain an office within TerraLargo for administrative purposes including, without limitation, covering warranty work, for up to one (1) year after the Community Completion Date. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

20.2 Modification. The development and marketing of TerraLargo will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of TerraLargo to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole discretion, to accomplish the same.

20.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their successors and assigns shall have the right, at any time, to hold marketing and promotional events within TerraLargo and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market TerraLargo and Homes in advertisements and other media by making reference to TerraLargo, including, but not limited to, pictures or drawings of TerraLargo, the Club, Common Areas, and Homes constructed in TerraLargo. All logos, trademarks, and designs used in connection with TerraLargo are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

20.4 Use by Prospective Purchasers. Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of TerraLargo.

20.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6 Management. Developer may manage the Common Areas by contract with Association. Developer may also contract with a third party ("**Manager**") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on or per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

20.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across TerraLargo so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of TerraLargo so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of TerraLargo. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

20.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including, without limitation, attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so. The Club Owner shall also have such rights relating to the Club and/or Club Dues.

20.9 Additional Development. If Developer withdraws portions of TerraLargo from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas, the Club

and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

20.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of TerraLargo including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on TerraLargo or in TerraLargo or adjacent to or near TerraLargo, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, NOR ANY BUILDERS SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF TERRALARGO INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF TERRALARGO HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF TERRALARGO AND THE VALUE THEREOF; AND

20.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

20.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF TERRALARGO (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY. DEVELOPER HAS AN OFFICE IN COUNTY AND EACH HOME IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

20.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER

EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT TERRALARGO TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

20.15 Access Control System; Right to Install. Developer or its nominees, successors, assigns, affiliates, and licensees may, but are not obligated to, install or contract for an Access Control System. Association shall have the right, but not the obligation, to install or contract for the installation or provision of Access Control Systems for TerraLargo. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. If installed or provided, Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Access Control System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Terralargo may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

20.15.1 Components. The Access Control System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Access Control System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

20.15.2 Part of Operating Costs. If furnished and installed within any Unit, the cost of operating and monitoring any Access Control System may be included in Operating Costs of Association and may be payable as a portion of the Assessments against Owners. The purpose of the Access Control System will be to control access to Terralargo .

20.15.3 Owners' Responsibility. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Access Control System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Access Control System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Access Control System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Access Control System, Developer shall not be liable to the Owners or Association with respect to such Access Control System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Access Control System. Each Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of an Access Control System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Terralargo or any residential subdivision contained therein. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Community Access Control System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the monitoring service is designed to monitor the same. Each and every Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Units, or the personal property located within Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

Developer may, but is not obligated to, install a tele-entry system at the entrance to TerraLargo. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for TerraLargo. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

21. Rights of County and City. In the event the Developer and/or Association fails or refuses to perform its obligations hereunder and/or to enforce the Declaration, the County or City shall have the right but not the obligation to enforce the terms and provisions of this Declaration by any procedure at law or in equity against the Developer, Association and/or Owners, including the right to levy and enforce Assessments in connection with any such enforcement action. The expense of any litigation arising out of this Section shall be borne by the party against whom enforcement is sought provided such proceeding results in a finding that such person failed to perform its obligations hereunder and/or was in violation of the Declaration.

22. Telecommunications Services.

22.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of TerraLargo. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within TerraLargo as agreed, from time to time, between the Telecommunications Provider and Developer.

22.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a portion of TerraLargo pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon TerraLargo for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon TerraLargo for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of TerraLargo, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

22.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the Contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

22.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

23. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

24. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

25. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

25.1 Transfers Subject to Approval.

25.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

25.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 25, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

25.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

25.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

25.2.1 Notice to Association.

25.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

25.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

25.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

25.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

25.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand-delivery to Association which shall give a receipt therefor.

25.2.2 Certificate of Approval.

25.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records.

25.2.2.2 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.

25.2.2.3 Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

25.2.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove

the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

25.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

25.3 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Home, the matter shall be disposed of in the following manner:

25.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Home, upon the following terms:

25.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

25.3.1.2 The purchase price shall be paid by official check or federal wire.

25.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

25.3.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 25.

25.3.2 Lease. In the event the Board disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval.

25.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: by three (3) M.A.I. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

25.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by a Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Home at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

25.5 Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

25.6 Notice of Lien or Suit.

25.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

25.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home, such notice is to be given within five (5) days after the Owner receives knowledge thereof.

25.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

26. General Provisions.

26.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

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

26.3 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00, which Association and Developer agree is a fair and reasonable remedy.

26.4 Execution of Documents. Developer's plan of development for TerraLargo, including, without limitation the creation of one (1) or more special taxing districts, may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any taxing district; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of TerraLargo, to execute or otherwise join in any petition and/or other documents required in connect with the creation of any special taxing district relating to TerraLargo or any portions thereof.

26.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

26.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

26.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF TERRALARGO ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO TERRALARGO. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF TERRALARGO, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO TERRALARGO WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF TERRALARGO HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

26.8 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which include, among other items, any title documents recorded in the Public Records, unrecorded land use documents and the following

documents identified in this Declaration and any other documents affecting title to TerraLargo (collectively, the "**Title Documents**"):

26.8.1 Easement Grant granted to Houston Texas Gas and Oil Corporation by instrument recorded in Official Records Book 236 at Page 481.

26.8.2 Drainage Easement in favor of The School Board of Polk County recorded in Official Records Book 3985 at Page 211.

26.8.3 Wastewater Service Agreement recorded in Official Records Book 3856 at Page 542 and as re-recorded in Official Records Book 3871 at Page 47.

26.8.4 Easements and Reservations set forth in that certain Corrective Special Warranty Deed recorded in Official Records Book 2396 at Page 977.

26.8.5 Resolution No. 723 recorded in Official Records Book 1833 at Page 1383.

26.8.6 Plat of TerraLargo, according to the Plat thereof, recorded in Plat Book 139 at Page 7.

26.8.7 Plat of TerraLargo Phase II, according to the Plat thereof, recorded in Plat Book 143 at Page 3.

26.8.8 Easement recorded in Official Records Book 6844 at Page 706.

26.8.9 Easement recorded in Official Records Book 7103 at Page 1366.

26.8.10 Easement recorded in Official Records Book 7140 at Page 1666 which affects Lots 147 and 148 of TerraLargo, according to the Plat thereof, recorded in Plat Book 139 at Page 7.

26.8.11 Public Utility Easement recorded in Official Records Book 7264 at Page 461.

ALL OF THE FOREGOING DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF COUNTY AND ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Developer's plan of development for TerraLargo may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

27. Disclaimer of Warranties. To the maximum extent lawful, Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Common Areas, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans and all other express and implied warranties of any kind or character. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 24th day of October, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E. SANCHEZ

AVATAR PROPERTIES INC.,
a Florida corporation

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

(SEAL)

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

The foregoing instrument was acknowledged before me this 24th day of October, 2007 by Patricia Kimball Fletcher as Executive Vice President of Avatar Properties Inc., a Florida corporation, who is personally known to me, on behalf of the corporation.

My commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

NOTARY PUBLIC, State of Florida at Large
Print Name Maribel G. Pila

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.

TERRALARGO COMMUNITY ASSOCIATION, INC. ("**Association**") does hereby join in the Declaration for TerraLargo ("**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of October, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E SANCHEZ

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

By:
Name: Hank Yunes
Title: Vice President

{SEAL}

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

The foregoing instrument was acknowledged before me this 24th day of October, 2007 by Hank Yunes as Vice President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced N/A as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large
Print Name: Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

EXHIBIT I

LEGAL DESCRIPTION

All of TERRALARGO according to the Plat thereof, recorded in Plat Book 139, Pages 7 through 10, of the Public Records of Polk County, Florida.

All of TERRALARGO PHASE II, according to the Plat thereof, recorded in Plat Book 143, Page 3 of the Public Records of Polk County, Florida.

EXHIBIT 2

ARTICLES OF INCORPORATION

State of Florida

Department of State

I certify from the records of this office that TERRALARGO COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 3, 2007.

The document number of this corporation is N07000003431.

I further certify that said corporation has paid all fees due this office through December 31, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 007A00022861-040407-N07000003431-1/1, noted below.

Authentication Code: 007A00022861-040407-N07000003431-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of April, 2007

Kurt S. Browning
Secretary of State

(51 of 155)

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on April 3, 2007, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H07000086942. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N07000003431.

Authentication Code: 007A00022861-040407-N07000003431-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of April, 2007

Kurt S. Browning
Secretary of State

(52 of 155)

April 4, 2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

TERRALARGO COMMUNITY ASSOCIATION, INC.
201 ALHAMBRA CIRCLE 12TH FLOOR
CORAL GABLES, FL 33134

The Articles of Incorporation for TERRALARGO COMMUNITY ASSOCIATION, INC. were filed on April 3, 2007, and assigned document number N07000003431. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H07000086942.

corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Justin M Shivers
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 007A00022861

P.O BOX 6327 – Tallahassee, Florida 32314

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ARTICLES OF INCORPORATION
OF
TERRALARGO COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

ARTICLES OF INCORPORATION
OF
TERRALARGO COMMUNITY ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is TERRALARGO COMMUNITY ASSOCIATION, INC. ("**Association**").

2. Principal Office. The principal office of Association is located at 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134.

3. Registered Office - Registered Agent. The street address of the Registered Office of Association is 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134. The name of the Registered Agent of Association is:

JUANITA KERRIGAN

4. Definitions. A declaration entitled Declaration for TerraLargo (the "**Declaration**") will be recorded in the Public Records of Polk County, Florida, and shall govern all of the operations of a community to be known as TerraLargo. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health and welfare of the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and TerraLargo.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association.

7.5 To do all acts and make all payments required by the Club Plan.

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration. Without limiting the foregoing, if Club Owner is ever willing to sell the Club, Association may purchase the same without the joinder or consent of the Owners or any other person or entity.

7.7 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of TerraLargo to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

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

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

7.11 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12 To employ personnel and retain independent contractors to contract for management of Association, TerraLargo, the Common Areas and the Club (if Association shall ever be designated the Club Manager by the Club Owner in writing pursuant to the Club Plan) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13 To contract for services to be provided to, or for the benefit of, Association, Club Owner, Owners, the Common Areas, TerraLargo, and the Club as provided in the Declaration and Club Plan, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services. The foregoing shall not be deemed to impose any obligation on Association to provide such services.

7.14 To establish committees and delegate certain of its functions to those committees.

7.15 The obligation to operate and maintain the Surface Water Management System within TerraLargo (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SWFWMD Permit requirements and applicable SWFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within TerraLargo.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Anthony S. Iorio	201 Alhambra Circle, 12 Floor Coral Gables, Florida 33134
Hank Yunes	201 Alhambra Circle, 12 Floor Coral Gables, Florida 33134
Juanita Kerrigan	201 Alhambra Circle, 12 Floor Coral Gables, Florida 33134

10. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the circuit court having jurisdiction of the judicial circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. Association shall have perpetual existence.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be

withheld for any reason whatsoever. If the prior written approval or consent of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the members of Association at which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the incorporator of this corporation is:

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

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Anthony S. Iorio 900 Towne Center Drive Poinciana, Florida 34759
Vice President	Hank Yunes 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134
Secretary/Treasurer	Juanita Kerrigan 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134

16. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such director or officer may be made a party by reason of being or having been a director or officer of Association, including reasonable counsel fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. This indemnification shall not apply to matters wherein the director or officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful

misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such director or officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 5 day of April, 2007.

WITNESSES:

Print Name: Francisco Maldonado

Annette Mitchell
Print Name: Annette Mitchell

JEFFREY R. MARGOLIS, P.A.

By:
Name: Jeffrey R. Margolis
Title: President

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

The foregoing instrument was acknowledged before me this 3rd day of April, 2007 by Jeffrey R. Margolis, Esq., as President of Jeffrey R. Margolis, P.A., who is personally known to me.

My commission expires:

Maxine C. Papy
NOTARY PUBLIC, State of Florida at Large

Print name: MAXINE C. PAPY

MAXINE C. PAPY
Notary Public - State of Florida
My Commission Expires Dec 30, 2010
Commission # DD 622274

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 2 day of April, 2007.

Juanita V. Kerrigan
JUANITA KERRIGAN

EXHIBIT 3

BY-LAWS

BY-LAWS
OF
TERRALARGO COMMUNITY ASSOCIATION, INC.

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BY-LAWS
OF
TERRALARGO COMMUNITY ASSOCIATION, INC.

1. Name and Location. The name of the corporation is TERRALARGO COMMUNITY ASSOCIATION, INC. ("**Association**"). The principal office of the corporation shall be located at 201 Alhambra Circle, 12th floor, Coral Gables, FL 33134, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the Declaration for TerraLargo (the "**Declaration**") relating to the residential community known as TerraLargo, recorded, or to be recorded, in the Public Records of Polk County, Florida, are incorporated herein by reference and made a part hereof. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

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

"**Articles**" shall mean the Articles of Incorporation for Association, as amended from time to time.

"**By-Laws**" shall mean these By-Laws, together with all amendments and modifications thereof.

"**Member**" shall mean a member of Association.

"**Minutes**" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

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

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

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

3. Members.

3.1 Voting Interests. Each Owner and Developer and Club Owner shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. The Club Owner shall have one (1) vote. There shall be one (1) vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Home, Association shall have no obligation to review the trust agreement with respect to such trust. Association shall be governed by the following examples with respect to the trusts:

3.1.2.1 If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes.

3.1.2.2 If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes.

3.1.2.3 If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes.

3.1.2.4 If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes.

3.1.2.5 If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home in the absence of

a designation signed by both trustees that only one such trustee is authorized to vote. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised.

In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations and Limited Liability Companies. If a Home is owned by a corporation or limited liability company, the corporation or limited liability company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of twenty percent (20%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient) or posted in a conspicuous place within TerraLargo at least two (2) days before the meeting. The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club or Association.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(8) of the Florida Statutes, as amended form time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board consisting of no less than three (3) persons and no more than five (5) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2 Term of Office. The election of directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a director elected by the Members other than Developer, the remaining directors may fill such vacancy. Directors elected by Members may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No director shall receive compensation for any service rendered as a director to Association; provided, however, any director may be reimbursed for actual expenses incurred as a director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of directors. Any action so approved shall have the same effect as though taken at a meeting of directors.

4.6 Appointment and Election of Directors.

4.6.1 Prior to the Turnover Date. Prior to the Turnover Date, the Board shall consist of three (3) members and Developer shall have the unrestricted power to appoint all directors of Association.

4.6.2 After the Turnover Date. From and after the Turnover Date, or such earlier date determined by Developer in its sole discretion, the Members shall elect all directors if Association at or in conjunction with the Annual Members Meeting and the number of directors will be determined by the Board, subject to Section 4.1 above.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The person(s) receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour and date as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) directors. Each director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

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

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

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

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, the Declaration and the Club Plan, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services, and, by a majority vote of the Board, without the consent of any Owner or any other party, exercise the Association's option to acquire the Club.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of TerraLargo by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

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

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Dedicate, grant,, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas and Club, if required by Club Owner, as provided in the Declaration and Club Plan, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

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

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

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

6.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ARC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ARC or any committee of the Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws and Club Plan, shall discharge such duties as may be necessary in order to operate Association and pursuant to the Declaration, including, but not limited to, the following:

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

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

7.3 Assessments and Fines. Fix and collect the amount of the Assessments against, or due from, each Owner including, but not limited to, fines, lien enforcement, and other necessary legal proceedings; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4 Enforcement.

7.4.1.1 Issue, or cause an appropriate offer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments have been paid and any other amounts due to Association. A reasonable charge may be made by the appropriate officer or agent for the issuance of the certificate. If the certificate states that Assessments have been paid, such certificate shall, as against other than the Owner, be conclusive evidence of such payment;

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

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

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

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

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise become disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The offices of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

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

8.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

8.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and

accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

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

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

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

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

12. Amendments.

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

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment, such consent to be at Developer's sole and absolute discretion. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

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

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

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, they shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

EXHIBIT 4

CLUB PLAN

THIS INSTRUMENT PREPARED BY:

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

CLUB TERRALARGO CLUB PLAN

TABLE OF CONTENTS

Exhibits:

CLUB TERRALARGO CLUB PLAN

AVATAR PROPERTIES INC., a Florida corporation ("**Avatar**"), is presently the owner of the real property described on **Exhibit A** attached hereto and made a part hereof ("**Club Property**"). The Club Property is located within the real property described on **Exhibit B** attached hereto and made a part hereof ("**TerraLargo**"). Avatar hereby declares that the real property comprising the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan so that the residents of TerraLargo shall have access and the use of certain club facilities:

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

"**Assessments**" shall have the meaning set forth in the Declaration.

"**Association**" shall mean TerraLargo Community Association, Inc., its successors and assigns.

"**Avatar**" shall mean Avatar Properties Inc., a Florida corporation, and its successors or assigns. Although not obligated to do so, Avatar may identify its successors or assigns by an amendment to this Club Plan.

"**Board**" shall mean the Board of Directors of Association.

"**Budget**" shall have the meaning set forth in Section 8 hereof.

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

"**Club**" shall mean the Club Property, Club Facilities and all other facilities constructed on the Club Property subject to additions, modifications and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another. Notwithstanding the foregoing, Club Owner will not change the legal description of the Club Property after the Community Completion Date.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners and Builders pursuant to the provisions of this Club Plan and the Declaration including, without limitation, the Club Membership Fee and a pro rata share of Club Expenses. Club Dues are subject to applicable sales taxes which shall be payable at the same time and manner as Club Dues are paid.

"**Club Expenses**" shall mean all direct and indirect costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service), operating, managing, maintaining, insuring the Club, including, but not limited to, trash collection, utility charges, cablevision charges, maintenance, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, property (casualty, hazard, flood and windstorm) and business interruption insurance (with such deductibles as Club Owner deems appropriate); real property taxes, personal property taxes and taxing and educational facilities benefit district assessments and fees; capital improvements, maintenance, repairs and replacements; roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities after initial construction. Club Expenses shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities. Club Owner may allocate a reasonable portion of its overhead (*e.g.*, employee salaries) to Club Expenses to extent the Club benefits from such overhead. Club Expenses shall include all legal expenses of Club Owner with respect to the Club.

"**Club Facilities**" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE

CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION.

"**Club TerraLargo Rules and Regulations**" shall have the meaning set forth in Section 14.8 hereof.

"**Club Manager**" shall mean the entity operating and managing the Club, at any time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"**Club Membership Fee**" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof.

"**Club Membership Fee Schedule**" shall have the meaning set forth in Section 6.2 hereof.

"**Club Owner**" shall mean the owner of the real property and improvements located thereon comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Avatar is Club Owner. Club Owner may change from time to time (*e.g.*, Avatar may sell the Club). Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Developer shall not be considered being one and the same party, and neither of them shall be considered the agent, partner or alter ego of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"**Club Plan**" shall mean this Club TerraLargo Club Plan, together with all amendments and modifications hereto, and all Club Membership Fee Schedules supplementing the terms hereof.

"**Club Property**" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"**Club TerraLargo Rules and Regulations**" shall have the meaning set forth in Section 14.8 hereof.

"**Community Completion Date**" shall have the meaning set forth in the Declaration.

"**Declaration**" shall mean that certain Declaration for TerraLargo, as such Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

"**Deed**" shall mean any deed conveying any portion of TerraLargo or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

"**Developer**" shall have the meaning set forth in the Declaration. At this time Developer is Avatar.

"**Home**" shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (*e.g.*, by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Dues with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Immediate Family Members**" shall mean the spouse of the Member and all unmarried children twenty-one (21) years and younger of either the Member or the Member's spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Members. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Home.

"**Indemnified Parties**" shall have the meaning set forth in Section 14.6 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 7 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within TerraLargo. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Losses**" shall have the meaning set forth in Section 14.6 hereof.

"**Member**" shall mean every Owner (other than an Owner who has leased his or her Home to Lessee) or Lessee; provided, however, for the purposes of membership, there shall be only one (1) Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each Home.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"**Parking Areas**" shall mean all areas designated for parking within the Club Facilities.

"**Public Records**" shall mean the Public Records of Polk County, Florida, as applicable.

"**Purchase Option**" shall have the meaning set forth in Section 5.5 hereof.

"**Special Use Fees**" shall have the meaning set forth in Section 6.9 hereof.

"**TerraLargo**" shall have the meaning set forth in the Declaration. TerraLargo presently includes the real property described on **Exhibit B**; however, Developer has reserved the right to withdraw property from, or add property to, TerraLargo, so TerraLargo may include less or more Homes than originally anticipated.

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

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

2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with TerraLargo in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of TerraLargo which can be improved with a Home shall be burdened with the payment of Club Dues. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Dues owing in connection with such Home. Every Builder, upon receipt of a certificate of occupancy for a Home located

on a Parcel owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such certificate of occupancy unless this requirement is waived in writing by Club Owner in its sole and absolute discretion as to any particular Builder, Home or Parcel.

2.2 Value. By acceptance of a Deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of TerraLargo and any part thereof more valuable than it would be otherwise. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder is not required to pay Club Fees in excess of the amounts provided herein.

2.3 Product Purchased. Each Owner, by acceptance of a Deed to a Home, acknowledges and agrees that there were significant other housing opportunities available to each Owner in the general location of TerraLargo. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in TerraLargo and were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of the TerraLargo community.

2.4 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.5 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan and Club TerraLargo Rules and Regulations promulgated from time to time by the Club Owner.

3. Club Facilities.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be modified to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Home, may cause an increase or decrease in Club Expenses.

3.2 Club Facilities. Club Owner intends to construct certain club facilities on the Club Property (the "**Club Facilities**") which will be and shall remain the property of Club Owner, subject only to the provisions hereof. At this time, the Club Facilities are planned to include a fitness building with exercise equipment room, men's and women's locker rooms, tot lot, dock, passive recreation areas, aerobics room, children's room, kitchen, clubhouse meeting room, and one or more outdoor swimming pools and decks (subject to Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, remove, modify and amend the Club Facilities at any time subject to the provisions hereof).

3.3 Construction of the Club. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club and related improvements within TerraLargo, and make any additions, deletions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

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

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within TerraLargo;

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale, re-sale or leasing of portions of TerraLargo including, without limitation, the sale, re-sale or leasing of Parcels and Homes;

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

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

3.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

3.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development, operation and sale of the Club or any lands or improvements therein.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification of the Club Facilities, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

3.5 Commercial Space. It is possible that portions of the Club Facilities may include sales offices, retail space and/or other commercial space as Club Owner may deem appropriate from time to time in Club Owner's sole and absolute discretion. Club Owner may permit or restrict Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member and his or her Immediate Family Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home who will be the Member of the Club with respect to such Home. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms, or corporations, trusts, or other legal entities other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan.

4.3 Subordination. This Club Plan and the rights of Members to use the Club are and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with the Club Plan and the Club Membership Fee Schedule applicable to such Home.

5.4 Option of Club Owner. In Club Owner's sole and absolute discretion, Club Owner shall have the option to transfer the Club at any time (*e.g.*, before or after the Community Completion Date) to Association so that it will be under the complete control of the Owners whereby Club Owner shall have no further liability or responsibility, financial or otherwise, respecting the Club.

5.5 Association's Option to Purchase the Club. On or after two (2) years from the Community Completion Date, Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for 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). This Purchase Option may be exercised by a resolution of the majority of the Board of Association, without the joinder of any Owner or any other person. Such Purchase Option shall be exercised 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):

To Club Owner: Avatar Properties Inc.
201 Alhambra Circle, 12th Floor
Coral Gables, Florida 33134
Attention: Patricia Kimball Fletcher, Esq.

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.

The Option Notice shall be irrevocable once signed by a majority of the voting interests of the Board. Club Owner shall convey the Club to Association within sixty (60) days of 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**.

5.6 Documentation of Transfer of Club.

5.6.1 Documentation from Club Owner. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an assignment of any alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club at Association's sole cost and expense, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club.

5.6.2 Documentation from Association. At the time that the Club is transferred to Association, Association shall be obligated to deliver the following: the Purchase Price by Federal wire, all costs to effect the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all closing documentation: a closing statement; a general release in the form attached hereto as **Exhibit C** and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. Association shall be responsible for arranging for all purchase money financing and paying costs associated therewith.

5.7 Transfer of Control. The conveyance of The Club shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). The Club, Club Property, personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

5.8 Ambiguities/Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Purchase Option, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, regardless of the outcome of such proceedings.

5.9 Early Purchase. If prior to the Community Completion Date, at a duly noticed meeting where a quorum is established, the majority of non-Developer Owners present, in person or proxy, vote to make an offer to purchase the Club, then the Board may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by Association.

6. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to timely pay all Club Dues plus applicable sales tax which are set forth herein. Club Owner presently intends to collect Club Dues and applicable sales tax on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require

payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion. Each Owner of a Home shall be jointly and severally liable for all Club Dues associated with such Home.

6.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in TerraLargo conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer as of September 30 of the prior fiscal year.

6.2 Club Membership Fee. In consideration of constructing the Club Facilities by Club Owner, each Owner of any Home within TerraLargo shall pay in advance on the first day of each month (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "**Club Membership Fee**") set forth in the Club Membership Fee Schedule attached hereto as **Exhibit D** (the "**Club Membership Fee Schedule**").

6.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on all fees and dues, including, but not limited to, the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

6.4 Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a certificate of occupancy for a Home located on a Parcel owned by such Builder.

6.5 Perpetual. Each Owner's and each Builder's obligation to pay Club Dues shall be perpetual regardless of whether such Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.6 Individual Homes. Owners of individual Homes shall pay Club Dues for one (1) membership per month per Home (regardless of actual occupancy). If an Owner owns more than one Home, Club Dues are payable for each and every Home owned by such Owner.

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

6.8 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within TerraLargo, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners and Builders, if any.

6.9 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, instructional/educational events, seminars, social events, athletic events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce

the Club Dues payable by Owners and Builders. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club TerraLargo Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.10 Additional Club Dues. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.11 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner and as to each Builder on the date that a Home owned by such Builder receives a certificate of occupancy. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (*e.g.*, upon issuance of a temporary certificate of occupancy for any structure forming part of the Club Facilities).

6.12 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.13 Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes, assessments and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

6.14 Initial Budget. The initial budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. It is not intended that any third party rely on any budget in electing to purchase a Home. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Expenses. Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses prior to when the Club begins operation and operating requirements are better established. It is not intended that any third party rely on any budget in electing to purchase a Home. Projections in budgets are an effort to provide some information regarding future Club Expenses.

6.15 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes or Parcels. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Home.

7. Club Contribution Fund. In addition to Club Dues provided for in this Club Plan, there shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing an initial contribution ("**Initial Contribution**") in the amount of One Hundred Fifty Dollars ($150.00) per Home. Each Owner's Initial Contribution shall be transferred to Club Owner at that time. Initial Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive contributions to the Club Contribution Fund in its sole and absolute discretion.

8. Determination of Club Expenses.

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

8.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "**Budget**"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Dues shall be adjusted to reflect such deficit or surplus.

8.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

8.6 Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

8.7 Collection. Club Owner shall determine from time to time the method by which Club Dues, Special Use Fees and any other amounts due to Club Owner shall be collected.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that all amounts payable by Owner or Builder hereunder including, without limitation, the Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Membership Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the Home at the time when the charge or fee became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his or her lease to the contrary. Further, the lien created by this Section is superior to the lien of Association for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right to designate who shall collect Club Dues, Special Use Fees, and other amounts due hereunder and such right shall be perpetual.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Home, except in

the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a Claim of Lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Club Dues payable by such Owner with appropriate interest.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may in Club Owner's sole and absolute discretion accelerate the Club Dues for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.

9.5 Non-payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of $25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. This fee is to compensate Club Owner for administrative expenses and is not a penalty but agreed upon, fixed and fair liquidated damages. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. In the event of foreclosure of the Club's lien, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Dues under this Club Plan shall be prior to the liens of Association.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

10. Operations.

10.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner,

may file liens for unpaid Club Dues against Homes, may enforce the Club TerraLargo Rules and Regulations, and prepare the Budget for the Club.

11. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Members without charge.

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings including appeals.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Immediate Family Member and other person entitled to use the Club shall comply with following general restrictions:

14.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision, unless otherwise provided in the Club TerraLargo Rules and Regulations. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damage to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

14.4 Activities. Any Member, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member or guest. No Member may use the Club Facilities for any club,

society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. In addition, each Member, Immediate Family Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, members, shareholders, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members and their guests, or the interpretation of this Club Plan, and/or the Club TerraLargo Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

14.7 Attorneys' Fees. Should any Member or Immediate Family Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

14.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("**Club TerraLargo Rules and Regulations**") from time to time. Such Club TerraLargo Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Club TerraLargo Rules and Regulations from the Club and become familiar with the same. Such Club TerraLargo Rules and Regulations are in addition to the general restrictions set forth in this Section.

14.9 Waiver of Club TerraLargo Rules and Regulations. Club Owner may waive the application of any Club TerraLargo Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Club TerraLargo Rules and Regulations.

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

15.1.1 such person is not an Owner or a Lessee;

15.1.2 the Member violates one or more of the Club TerraLargo Rules and Regulations;

15.1.3 the Member verbally abuses and/or disrespects employees and/or management of the Club;

15.1.4 an Immediate Family, a guest or other person for whom a Member is responsible violates one or more of the Club TerraLargo Rules and Regulations;

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

15.1.6 a Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a

Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member) or Club Manager may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction, unless otherwise provided by Club Owner. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any excess insurance proceeds, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. Neither Association nor any Owner shall be entitled to cancel this Club Plan or any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

19. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, members partners, directors, shareholders, agents and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all pre-

trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs of Association to the extent such matters are not covered by insurance maintained by Association.

20. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Dues have been paid as stated by Club Owner.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

23. Resolution of Disputes. **ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.**

24. Venue. **EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN POLK COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN POLK COUNTY, FLORIDA AND EACH HOME IS LOCATED IN POLK COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA. IN ADDITION TO THE**

FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA.

25. Release. **BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.**

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of TerraLargo to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of TerraLargo from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Home's Club Membership Fee that shall be imposed from time to time.

27. Severability. Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

28. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

29. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

31. Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, regardless of the outcome of such proceedings.

NOW THEREFORE, Avatar has set its signature and seal below this 24th day of October, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E. SANCHEZ

AVATAR PROPERTIES INC.,
a Florida corporation

By: Patricia K Fletcher
Name: Patricia Kimball Fletcher
Title: Executive Vice President
Date: Oct. 24, 2007

{SEAL}

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

The foregoing instrument was acknowledged before me this 24th day of October, 2007 by Patricia Kimball Fletcher as Executive Vice President of AVATAR PROPERTIES INC., a Florida corporation, who is personally known to me or who has produced N/A as identification.

My commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 584512

NOTARY PUBLIC, State of Florida at Large
Print name: Maribel G. Pila

EXHIBIT A

LEGAL DESCRIPTION
OF THE INITIAL CLUB PROPERTY

Tract A of the Plat of TERRALARGO, according to the Plat thereof, recorded in Plat Book 139, Page 7 of the Public Records of Polk County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF TERRALARGO

All of TERRALARGO, according to the Plat thereof, recorded in Plat Book 139, Page 7 of the Public Records of Polk County, Florida, and

All of TERRALARGO PHASE II, according to the Plat thereof, recorded in Plat Book 143, Page 3 of the Public Records of Polk County, Florida.

EXHIBIT C

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That TERRALARGO COMMUNITY ASSOCIATION, INC., a not-for-profit corporation (the "**Releasor**"), for and in consideration of the sum of TEN DOLLARS ($10.00), and other valuable consideration, received from or on behalf of AVATAR PROPERTIES INC., a Florida corporation (the "**Releasee**"), the mailing address of which is 201 Alhambra Circle, Suite 1200, Coral Gables, FL 33134, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, regarding (a) the Releasor, the common areas (the "**Common Areas**") within TerraLargo (the "**Community**"), Club TerraLargo (the "**Club**"), or the improvements thereon, more particularly described on **Exhibit A** hereto (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (*e.g.*, the Declaration and/or the Club Plan) whatsoever, relating to the Community, Common Areas and/or Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase of Property dated _____, 200__ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and (iii) personal injury claims respecting the Property occurring prior to Closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____day of _____, 200__.

Signed, sealed and delivered
in the presence of:

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

_____
Name: _____

By: _____
Name _____
Title _____

_____
Name: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____day of _____, 200___ by _____ as _____ of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [ ] is personally known to me or [ ] has produced _____ as identification and did not take an oath.

_____
[NOTARIAL SEAL]

_____
Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT D

CLUB MEMBERSHIP FEE SCHEDULE

Year	Monthly Payment
2007	$75
2008	$77
2009	$79
2010	$81
2011	$83
2012	$85
2013	$87
2014	$89
2015	$91
2016	$93
2017	$95
2018	$97
2019	$99
2020	$101
2021	$103
2022	$105
2023	$107
2024	$109
2025	$111
2026	$113
2027	$115
2028	$117
2029	$119
2030	$121
2031	$123
2032	$125
2033	$127
2034	$129
2035	$131
2036	$133

From 2037 and thereafter, Club Membership Fees shall be $133.00 per month and will not increase.

EXHIBIT E

OPTION NOTICE

IRREVOCABLE OPTION NOTICE

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

The undersigned Board has executed this Irrevocable Option Notice on this _____ day of _____, 200__.

_____
Name:_____
Director

_____
Name:_____
Director

_____
Name:_____
Director

Schedule 1

TERRALARGO COMMUNITY ASSOCIATION, INC.
(THE "ASSOCIATION")

ACTION BY THE BOARD OF DIRECTORS OF THE ASSOCIATION
WITHOUT A MEETING

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

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

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

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

Effective: _____

_____
Name:
Director

_____
Name:
Director

_____
Name:
Director

EXHIBIT F

AGREEMENT FOR SALE AND PURCHASE

AGREEMENT FOR SALE AND PURCHASE OF PROPERTY
CLUB TERRALARGO

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AGREEMENT FOR SALE AND PURCHASE OF PROPERTY
CLUB TERRALARGO

This Agreement for Sale and Purchase of Property Club TerraLargo (this "**Agreement**") is among AVATAR PROPERTIES, INC., a Florida corporation ("**Seller**"), and TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("**Buyer**").

RECITALS:

A. Seller is the owner of the fee simple estate in the Land (hereinafter defined) which is comprised of the Club.

B. On _____, Seller entered into the Club Plan (hereinafter defined) which governs the use and operation of the Club.

C. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Club on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

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

2. Defined Terms. As used herein, the following terms shall have the following meanings:

"**Acceptable Encumbrances**" shall have the meaning set forth in Section 5.1 hereof.

"**Agreement**" shall have the meaning set forth in the initial sentence hereof.

"**Business Day**" means any day on which business is conducted by national banking institutions in the County.

"**Closing Date**" shall have the meaning as defined in Section 6.1 hereof.

"**Closing**" shall mean the execution and delivery of the Special Warranty Deed and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

"**Club**" shall have the meaning set forth in the Club Plan.

"**Club Dues**" shall have the meaning set forth in the Club Plan.

"**Club Plan**" shall mean the Club TerraLargo Club Plan recorded in Official Records Book _____, Page _____ of the County, as amended.

"**Clubhouse**" shall mean that certain Clubhouse and related improvements and fixtures including, without limitation, offices, a health/fitness facility, swimming pool and related facilities, presently located on the Land.

"**Clubhouse Land**" means that certain real property described on **Exhibit A** attached hereto and made a part hereof.

"**County**" shall mean Polk County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"**Due Diligence Reports**" shall mean all reports, documents, studies, analyses, and other written information obtained by Buyer with respect to the Property including, without limitation, results of physical inspections, surveys, site plans, feasibility studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether

obtained from governmental authorities or third parties); and all other work product generated by or for Buyer (other than attorney work product) in connection with the Property, if any.

"**Effective Date**" shall mean 5:00 p.m. Eastern time on the date upon which both Buyer and Seller shall have executed this Agreement.

"**Feasibility Date**" shall mean 5:00 p.m. Eastern time on the tenth (10) day following the Effective Date.

"**Foreign Substance**" shall mean any substance which is commonly referred to as foreign or hazardous under local, state or federal law.

"**Improvements**" shall mean all of Seller's right, title and interest in and to any and all buildings, structures or other improvements located on the Land, including, but not limited to the Clubhouse and any other improvements located on the Land. "Improvements" does not include any improvements located on the Land which are not owned by Seller (*e.g.*, equipment and facilities owned by utility companies).

"**Institutional Loan**" shall have the meaning set forth in Section 4.2.1 hereof.

"**Inventory**" shall mean the furniture, fixtures and equipment listed on **Exhibit G** attached hereto and made a part hereof.

"**Land**" shall mean all of Seller's right, title and interest in and to the Clubhouse Land.

"**Lender**" shall have the meaning set forth in Section 4.2.1 hereof.

"**Pending Litigation**" shall mean those litigation matters, including collection matters, if any, listed on **Exhibit H** attached hereto and made a part hereof.

"**Permits**" shall mean all permits, licenses, and other governmental approvals and authorizations affecting the Improvements.

"**Personal Property**" shall mean all Seller's right, title and interest in and to: (i) all Inventory and fixtures (if any not listed as part of the Inventory) owned by Seller and located on, or attached to, the Land; (ii) all supplies owned by Seller and used in the maintenance or operation of the Clubhouse located on the Land; (iii) those Permits which are assignable or transferable to Buyer at Closing; (iv) all assignable or transferable service, maintenance, and equipment contracts, and all personal property leases and all other contracts, if any exist, relating to the ownership, maintenance, occupancy, use or operation of the Property and (v) the right to use the name TerraLargo as permitted by Section 7.3 hereof. Buyer acknowledges that there are no transferable warranties from third parties with respect to the Personal Property.

"**Property**" shall mean, collectively, the Improvements, the Land and the Personal Property.

"**Prorations Date**" shall mean 11:59 p.m. on the date prior to the Closing Date.

"**Special Warranty Deed**" shall mean the Special Warranty Deed conveying fee title to the Land to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

"**Termination Notice**" shall have the meaning set forth in Section 3.2 of this Agreement.

"**Title Commitment**" shall mean the commitment for issuance of an owner's title insurance policy to be issued on the Title Company and delivered to Buyer pursuant to Section 5.1 hereof.

"**Title Company**" shall mean _____ as agent for _____, which issues the Title Commitment and the owner's title insurance policy to Buyer and mortgagee title insurance policy, if any, to Lender in accordance with the terms hereof.

"**TerraLargo**" shall mean the planned community within which the Land is located.

Other capitalized terms contained in this Agreement not defined herein shall have the meanings set forth in the Club Plan.

3. Inspection.

3.1. Information Regarding Property. Within five (5) days after the Effective Date, Seller shall make available to Buyer at Seller's office for inspection and copying during regular business hours any surveys, financial statements plans, certificates of occupancy, environmental reports, and information about the payment of Club Dues with respect to the Land, which Seller shall make a good faith attempt to locate in its files and which Seller has not already provided to Buyer. All of such information is provided simply as an accommodation to Buyer, and Seller makes no warranties or representations as to their accuracy or completeness. Seller shall incur no liability to Buyer for any information contained in any materials furnished to Buyer or for Seller's failure to furnish any materials in Seller's possession to Buyer. Without limiting the foregoing, Seller shall have no obligation to obtain plans, permits or other information respecting the Property from governmental agencies or utilities.

3.2. Buyer's Inspection Rights. Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer in all respects. In the event that Buyer elects not to proceed with the purchase contemplated by this Agreement, Buyer shall deliver to Seller, at no cost to Seller, copies of all Due Diligence Reports within thirty (30) days of Buyer's election not to proceed. If Buyer determines that the Property is not acceptable in its sole discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination to Seller (the "**Termination Notice**") and upon such delivery this Agreement shall be terminated. Upon such termination and delivery to Seller of all Due Diligence Reports, neither party shall have any further rights nor obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Unless Buyer delivers the Termination Notice in a timely manner, this Agreement shall remain in full force and effect, except that the inspection rights contingency in this Section 3.2 shall be deemed satisfied.

3.3. Access. Until the Feasibility Date, and thereafter if this Agreement has not been terminated pursuant to Section 3.2, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Property (including, without limitation, those using the Clubhouse, employees, licensees, and service providers). All persons retained by Buyer to conduct such inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in amounts as reasonably requested by Seller. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

3.4. Indemnification. Buyer shall protect, indemnify, save and hold Seller harmless against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs, pre-trial and at all levels of proceedings, including appeals) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in party by an act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or about the Property, or from Buyer's inspection, testing, examination and inquiry of or on the Property. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.5. Buyer's Obligations with Respect to Inspections. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property. Buyer shall promptly pay for all inspections and Due Diligence Reports upon the rendering of statements therefore. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in

Section 3.4 and this Section 3.5. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.6. Condition of the Property. If this Agreement is not terminated pursuant to Section 3.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property and this transaction in all respects. Buyer is expressly purchasing the Property in its existing condition "AS IS, WHERE IS" with respect to all facts, circumstances and conditions. Seller has no obligation to inspect for, repair or correct any such facts, circumstances, and conditions or to compensate Buyer regarding the Property. From and after Closing, Buyer assumes the full risk with respect to the Property including, without limitation, any liability resulting from the condition of the Property or resulting from any claims by third parties relating to the past, present, or future ownership, use or operation of the Property, with the exception of personal injury claims arising prior to Closing, and by execution hereof Buyer specifically agrees to indemnify and hold Seller harmless from all liability, loss, cost (including reasonable attorneys', paralegals' and legal assistants' fees and court costs pre-trial and at all levels of proceedings, including appeals) arising from the condition of the Property, including those arising from the presence of Foreign Substances on or at the Property. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, including warranties with respect to the Property, zoning, land value, availability of access or utilities, presence of Foreign Substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Property, future restrictions upon use or sale, or the soil or water conditions of the Land. Buyer further acknowledges that Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property and that, in fact, no such representations were made, except as expressly set forth in this Agreement. Buyer hereby specifically releases Seller from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind, whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Foreign Substance on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing. Each covenant, agreement, representation, and warranty of Buyer contained in this Section 3.6 of this Agreement shall survive the Closing or termination of this Agreement.

3.7. Pending Litigation. Seller has no knowledge of any pending or threatened litigation or claims by third parties or governmental entities respecting the Property except for the Pending Litigation.

4. Purchase Price and Terms of Payment; Closing Adjustments.

4.1. Purchase Price. The purchase price ("**Purchase Price**") of the Property shall be _____ AND ___/100 DOLLARS ($_____.___) subject only to prorations and adjustments herein provided (see Club Plan for Purchase Price).

4.2. Payment of Purchase Price. The Purchase Price shall be paid, all cash at closing, as follows:

4.2.1. Institutional Loan. Buyer's obligations hereunder are contingent upon its obtaining, by the Feasibility Date a commitment from an institutional lender ("**Lender**") for an acquisition loan secured by a first mortgage and security agreement and/or secured by an assignment and pledge of the Club Dues payable pursuant to the Club Plan (hereinafter, the "**Institutional Loan**") in an amount equal to the Purchase Price with terms acceptable to Buyer and subject to conditions to be satisfied by Buyer or with respect to the Property as are customary in loans of similar type and size in Florida. If Buyer does not give Seller written notice, on or before the Feasibility Date, that Lender has issued a loan commitment containing the terms and conditions set forth in this subsection, and which is capable of being closed as between Lender and Buyer, not later than the Closing Date, then either party may terminate this

Agreement by written notice to the other and the terms of Section 3.2 regarding termination shall apply.

4.3. Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Buyer shall be responsible for all items after the Prorations Date. All prorations shall be based on thirty (30) day months. Such adjustments and prorations shall include the following:

4.3.1. Taxes and Assessments; Pending and Certified Liens. All *ad valorem* real estate taxes, special taxing district assessments and personal property taxes and all assessments associated with the Property for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. If any tax prorations shall be based upon the amount of taxes for the year preceding the year of Closing; such taxes, at the request of any party hereto, shall be reprorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of Closing are received. County or other public liens, if any, certified or for which the work has been substantially completed on the date of this Agreement shall be paid by Seller and any other such liens shall be assumed by Buyer; provided, however, that if any assessments are payable in installments, the installment due for the year in which Closing occurs shall be prorated between Seller and Buyer, and Buyer shall assume responsibility for payment of all installments for subsequent years.

4.3.2. Club Dues. All Club Dues and any other amounts due to Seller as dues arising out of the Club Plan shall be prorated as of the Prorations Date. Buyer shall receive a credit at Closing against the Purchase Price for any Club Dues paid to Seller as of the Prorations Date but applicable to any period after the Prorations Date. By way of example, pre-paid Club Dues received by Seller prior to Closing for periods after the Closing shall be credited to Buyer. Upon collection by Buyer of any Club Dues relating to the period prior to the Prorations Date, Buyer shall promptly deliver such amounts to Seller, and it shall be conclusively deemed that any amounts received after Closing by Buyer from any Owner (as defined in the Club Plan) whose account was not current on the Closing Date shall be applied first to satisfy amounts attributable to Seller for periods prior to the Proration Date and then to amounts due to Buyer. By way of example, if the Closing occurs mid-month, and Buyer receives a payment of Club Dues for such month after Closing, Buyer shall prorate the payment and remit to Seller the portion of the payment due to Seller under this Agreement. Buyer shall not change collection counsel with respect to any collection matters pending on the Prorations Date. The current pending collections matters are listed on **Exhibit H** attached hereto and made a part hereof. Buyer acknowledges that Seller has prepaid certain legal fees and Seller shall be entitled to reimbursement of such amounts advanced to the extent they are collected by legal counsel from and after Closing.

4.3.3. Payables. All of Seller's accounts payable incurred in the ordinary course of business in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables as of the Prorations Date, are herein called the "Payables". Seller agrees that between the Effective Date and the Closing Date all Payables shall be paid and discharged in the ordinary course of business. Any Payables that would have been paid by Seller in ordinary course of business not paid on or before the Prorations Date and not discovered until after the Closing Date shall be paid by Seller at such time as they are discovered, provided such are discovered within one hundred and eighty (180) days of the Closing Date.

4.3.4. Revenues. All revenue generated from periods prior to the Closing Date shall be attributable to Seller. If payment for any such items received by Buyer after Closing, Buyer shall promptly remit such amounts to Seller (it being understood that any amounts owed by third parties shall be applied first towards amounts owed for periods prior to the Closing Date and last towards amounts owned for periods subsequent to the Closing Date).

4.3.5. Cash. There are no separate operating accounts and no reserves to be transferred respecting the Club.

4.3.6. Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, shall be adjusted and apportioned as of the Prorations Date. Deposits, if any, made by Seller, or any manager of the Property on behalf of Seller, or any predecessor in title as security under any utility or public service contract shall be credited to Seller to the extent that the same remains on deposit for the benefit, and in the name of, Buyer. If such deposits cannot remain on deposit for the benefit of Buyer, Buyer shall place new deposits with the utility company(ies) and the existing deposits shall be released to Seller prior to Closing. Readings will be secured for all utilities as close as practicable to the Prorations Date, and the remaining meter charge, if any, for the intervening time shall be apportioned on the basis of such last reading.

4.3.7. Contracts; Leases. All prepayments made under any continuing contracts or leases affecting the Property, if any, including, but not limited to, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for any deposits.

4.3.8. Inventory and Supplies. The cost of all inventory and supplies on hand as of the Proration Date shall be credited to Seller.

4.3.9. Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations with respect to operating revenues and expenses to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

4.3.10. Reprorations and Post-Closing Adjustments. If any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained or are not available as of such date, the parties agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omissions or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period of twelve (12) months as to *ad valorem* taxes and six (6) months as to all other adjustments and no claims for adjustment may be made thereafter.

4.3.11. Intent of Prorations Provisions. The intent of the prorations and adjustments provided for herein is that Seller shall bear all expenses of operation of the Property and shall receive all income therefrom accruing through the Prorations Date, and Buyer shall bear all such expenses and receive all such income accruing thereafter.

4.4. Costs and Expenses. All Closing costs and expenses including, but not limited to, the cost of recording the Special Warranty Deed, documentary stamp taxes and surtax on the Special Warranty Deed, and the title insurance premium for the owner's title insurance policy to be provided by Title Agent and issued to Buyer after Closing, shall be paid by Buyer. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. By way of example, Seller shall pay its own legal fees and costs and these shall not be charged to home owners in the event the transaction contemplated by this Agreement does not close.

5. Title; Survey.

5.1. Evidence of and Encumbrances Upon Title. Seller's counsel has delivered or will deliver a form Title Commitment prepared by Seller's counsel and approved by Title Company for issuance by the Title Agent. The Title Commitment shall be the basis upon which Buyer shall review the status of title to the Property. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than following, herein referred to as the "**Acceptable Encumbrances**":

5.1.1. The standard printed exceptions in the Title Commitment, provided, however, that to the extent allowed by the Title Company and Florida law the standard printed exceptions for parties in possession and construction liens may be deleted from the owner's title insurance policy based upon Seller's Affidavit and the standard printed exception for matters that would be reflected on a current survey and for easements not shown by the public records may

be deleted if Buyer obtains a current survey, as contemplated by Section 5.3 hereof, which satisfies the requirements of the Title Company;

5.1.2. Zoning and other regulatory laws and ordinances affecting the Property;

5.1.3. Easements for public utilities and drainage;

5.1.4. Any matters reflected on the plats of the Land;

5.1.5. Any other matters of record that do not render title unmarketable;

5.1.6. All matters in the Title Commitment not objected to by Buyer within the Title Review Period (as hereinafter defined);

5.1.7. Any matters which are approved in writing by Buyer (including those contemplated by this Agreement); and

5.1.8. Any matters created by or against Buyer.

5.2. Review of Evidence of Title.

5.2.1. Buyer shall have seven (7) days from the later of (i) the Effective Date or (ii) the date which Seller's counsel delivers to Buyer the Title Commitment within which to cause the Title Commitment to be examined and to notify Seller in writing of any liens, encumbrances, or exceptions other than the Acceptable Encumbrances (the "**Title Review Period**"). If no liens, encumbrances, or exceptions other than the Acceptable Encumbrances are shown, or if Buyer shall fail to notify Seller in writing of any liens, encumbrances or exceptions other than the Acceptable Encumbrances prior to the end of the Title Review Period, then except as provided in Section 5.4, Buyer shall be deemed to have waived any right to object to the status of title and all matters reflected on the Title Commitment shall be deemed Acceptable Encumbrances. Subject to Section 5.4, Buyer shall thereupon, with respect to the status of title to the Land and Improvements, be obligated to close the purchase at the time and in the manner herein specified.

5.2.2. If prior to the end of the Title Review Period, Buyer gives written notice of any liens, encumbrances or exceptions, other than the Acceptable Encumbrances, then Seller shall have the right, but not the obligation, to attempt to remove, discharge or correct such liens, encumbrances or exceptions and shall have a period of sixty (60) days after receipt of notice thereof ("**Cure Period**") in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or exceptions, except, however, that Seller shall be required to satisfy, release, or discharge any mortgages in a liquidated amount voluntarily placed on the Property by Seller or by Seller's predecessors in title. If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exception within such period, then Buyer may, at its option, either accept title in its then existing condition without reduction of the Purchase Price or terminate this Agreement by giving written notice of termination within three (3) Business Days after the first to occur of (a) receipt of Seller's written notice that Seller is unable to remove the lien, encumbrance, or exception or (b) the expiration of the Cure Period. If Buyer shall fail to give written notice of termination within the aforesaid three (3) Business Day period, Buyer shall irrevocably be deemed to have accepted title in its existing condition (and all outstanding title matters shall then constitute Acceptable Encumbrances). If Buyer shall elect to terminate this Agreement pursuant to this paragraph, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the provisions of Sections 3.4 and 3.5 hereof.

5.3. Survey. Prior to the Feasibility Date, Buyer may cause a survey of the Land to be prepared at Buyer's sole cost and expense. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller, the Title Company, and Title Company's agent. If any encroachments not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller prior to the Feasibility Date, in which case any such encroachment shall be treated in the same manner as a title defect pursuant to Section 5.2.2 above; provided, however, that Buyer shall have no right to object to (a) any matters which constitute Acceptable Encumbrances; or (b) any public utility facilities or equipment located on the Land regardless of

whether or not an easement for such facilities or equipment has been granted or recorded in the Public Records (and Buyer acknowledges that it is likely that such facilities and equipment do in fact exist on the Land); or (c) any matters reflected on any existing survey delivered by Seller to Buyer on or before the tenth (10^{th}) day after the Effective Date. If, however, Buyer fails to obtain a survey, or if Buyer obtains a survey, but fails to give written notice of objection prior to the Feasibility Date, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4. Title Update. Seller shall cause the Title Company to update the Title Commitment, to a date not earlier than seven (7) days prior to the Closing Date. If the updated Title Commitment contains exceptions which arose subsequent to the effective date of the Title Commitment and which do not constitute Acceptable Encumbrances, Buyer may file written objection thereto within three (3) Business Days after receipt thereof, but in any event prior to completion of the Closing. If Buyer timely and properly files written objection to any such other item, all of the provisions of the last portion of Section 5.2.2 shall then be applicable. If the updated Title Commitment contains no exceptions, other than those reflected on the Title Commitment delivered pursuant to Section 5.1 and other Acceptable Encumbrances or if Buyer fails to give written notice of objection to Seller as and when required, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

6. Closing.

6.1. Closing Date; Place. The Closing shall occur on or before _____ ("**Closing Date**"). Closing shall take place at 10:00 A.M. in the offices of Seller's counsel.

6.2. Seller's Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer the following instruments (in addition to any other instruments contemplated by this Agreement):

6.2.1. Special Warranty Deed with respect to the Land and Improvements, in the form of **Exhibit B** hereto;

6.2.2. Affidavit in the form of **Exhibit C** hereto;

6.2.3. Bill of Sale with respect to those items of Personal Property which are furniture, fixtures, and equipment in the form of **Exhibit D**, including all of the Inventory;

6.2.4. Assignment and Assumption Agreement in the form of **Exhibit E** hereto;

6.2.5. Buyer-Seller Closing Statement;

6.2.6. Evidence satisfactory to the Title Company and Title Agent in its reasonable discretion of Seller's authority to execute the instruments delivered at the Closing and to consummate the Closing;

6.2.7. Any instruments required by Section 9 of this Agreement.

6.3. Buyer's Deliveries. At Closing Buyer shall deliver or cause to be delivered to Seller the following instruments (in addition to any other instruments required by the terms of this Agreement):

6.3.1. Assignment and Assumption Agreement, in the form of **Exhibit E** hereto;

6.3.2. Buyer-Seller Closing Statement;

6.3.3. Certificate of Good Standing from the Secretary of State of Buyer's organization;

6.3.4. Incumbency Certificate specifying the officers of Buyer authorized to act for and on behalf of Buyer with respect to the transaction contemplated hereby together with Secretary's Certificate evidencing adoption of resolutions authorizing Buyer to consummate the purchase;

6.3.5. A general release, in the form of **Exhibit F** hereto, in favor of Seller; and

6.3.6. Any instruments required by Section 9 of this Agreement.

6.4. Possession. Possession of the Property shall be surrendered at the Closing.

7. Certain Special Provisions Which Shall Survive Closing. In addition to other provisions of this Agreement which by their terms survive the Closing of the purchase and sale, the following provisions shall also survive the Closing. Seller will include the provisions indicated in the Special Warranty Deed by which Seller conveys the Land to Buyer (in which case Buyer shall be required to execute the Special Warranty Deed to confirm Buyer's agreement to such provisions) or in a separate instrument to be executed by Buyer and Seller on or before Closing and recorded in the Public Records of the County.

7.1. Club Plan. Buyer recognizes that the Land is subject to the Club Plan and to the rules and regulations established pursuant thereto. Buyer agrees to comply with all of the terms and provisions thereof insofar as they relate to or affect the Land unless Buyer, as Club Owner, elects to terminate the Club Plan after Closing.

7.2. Employees. Seller will terminate the employment of all service personnel of Seller performing services at the Club ("**Employees**") effective as of the Closing Date other than those Employees that Seller intends to offer alternate employment at other locations. Seller will be responsible for payment of all accrued, unpaid wages, salaries, benefits, vacation and other income items due to the Employees as of the Closing Date and all taxes and other amounts due from Seller in respect thereof. Subsequent to the Feasibility Date, Buyer and Seller shall agree upon a method to advise Employees of the pending sale and to notify them that their continued employment shall be discretionary with Buyer (except Employees that remain employed by Seller shall not receive such notice); provided, however, Buyer may interview each Employee and consider the possibility of hiring such Employee from and after Closing Date.

7.3. Use of Name. Due to the integrated nature of TerraLargo and the product within TerraLargo, Buyer may use the TerraLargo name and logo with respect to the Clubhouse for general and typical Club purposes (*e.g.*, aerobic classes), but not for commercial use not related to the Club without prior written consent of Seller, which may be granted or withheld in Seller's sole and absolute discretion, and, if given, may be subject to such terms and conditions as Seller shall deem appropriate. By way of example, if Buyer elects to allow catered events or concessions within the Club, the name and logo may be used as such activities are part of typical Club activities without Seller's consent. If Buyer wishes to open a real estate sales office for homes in the Club, the name and logo cannot be used without Seller's prior consent. Seller grants (but without warranty or representation) to Buyer the right to identify the Club by reference to its location "at TerraLargo" and for general and typical Club purposes.

7.4. Effect. All of the provisions of this Section 7 shall survive the Closing in accordance with their terms and shall constitute restrictions, covenants, conditions, easements, and obligations which run with title to all or any portion of the Land and which are servitudes upon the Land and shall be binding upon Buyer and Buyer's successors in title to the Land and inure to the benefit of and be enforceable by Seller and such of its assigns as to which Seller specifically assigns its rights hereunder. Such an assignment may be of all or only certain rights hereunder and may be made on an exclusive or non-exclusive basis, and in any event without the necessity of any joinder or consent of Buyer or any other party. Absent an express assignment as aforesaid, no person or entity shall be deemed a third party beneficiary or a successor assignee of Seller with respect to any of the provisions of this Section 7 or have any rights to enforce any of the provisions contained herein, nor shall Seller have any duty to any third party to do so.

7.5. Enforcement; Remedies. So long as Seller has a development interest in TerraLargo, which interest must be established by Seller, violation or attempted violation by Buyer of any provision contained in this Section 7 shall entitle Seller to exercise any and all remedies available in equity. In addition Seller shall have the right to proceed in equity to compel compliance of the violated or breached provision. In the event of any litigation arising

from any violation or attempted violation by Buyer, the prevailing party shall be entitled to reimbursement from the losing party for all attorneys fees and costs incurred pre-trial and at all levels of proceedings, including appeal. Any failure by Seller to enforce any provision of this Section 7 in any one instance shall not be deemed a waiver by Seller to enforce the same or any other provision in the future.

8. Indemnification. Seller shall indemnify and save harmless Buyer against any and all claims, actions, damage or liability (including attorney's fees and the costs to prepare any new easements) resulting from Seller's use of the Property after the Closing pursuant to this Agreement. Seller shall also indemnify and save harmless Buyer against any and all claims, actions, damage or liability resulting from any personal injury claim respecting the Property occurring before Closing. This Section shall survive Closing.

9. Warranties And Representations.

9.1. Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and the Club Plan and to carry out Buyer's obligations hereunder; (b) this Agreement has been duly executed and delivered by Buyer; (c) the execution of this agreement and the Closing to occur hereunder does not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; and (d) Buyer is purchasing the Property for the continued operation of the Club.

9.2. Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, authority to sell the Property to Buyer as provided in this Agreement and the Club Plan and to carry out Seller's obligations hereunder; (b) Seller is a corporation duly organized and in good standing under the laws of the State of Florida; (c) subject to Section 14.14 hereof, all requisite corporate action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller.

9.3. Survival. The provisions of this Section 9 shall survive the Closing.

10. Assignment. The nature of Buyer's composition as a not-for-profit entity all of the members of which are residents of TerraLargo constitutes a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller in Seller's sole and absolute discretion.

11. Brokerage. Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Buyer has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commission being due and payable to any other party with respect to this transaction. Each party hereby agrees to indemnify, protect, defend (with counsel approved by the party to be indemnified) and to hold the other party harmless from any loss, liability, damage, costs, or expense (including, but not limited to, reasonable attorneys' fees at trial and all appellate levels) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Section 11 shall survive the Closing and termination of this Agreement.

12. Default.

12.1. Buyer's Default. If this transaction shall not be closed because of default by Buyer, all of Seller's and Buyer's rights hereunder shall be terminated, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof. If, after Closing, Buyer shall default in any obligation of Buyer contained herein, Seller shall be entitled to all remedies available in equity.

12.2. Seller's Default. If this transaction shall not be closed because of default of Seller, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof; or Buyer shall have the right to sue for specific performance of this Agreement; provided, however, such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including, but not limited to, the issuance of the commitment for the Institutional Loan. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to any damages.

12.3. No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property pursuant to this Agreement which survive Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

13. No Joint Venture. Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's ownership or operation of the Property, and that Seller bears and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and operation of the Property. Therefore, Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including reasonable attorneys' fees, related to or arising out of any claims against Seller as a result of Buyer's ownership or operation of the Property. The provisions of this Section 13 shall survive the Closing.

14. Miscellaneous.

14.1. Risk of Loss. Seller agrees to give Buyer prompt notice of any casualty affecting the Property or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property. If before Closing, there shall occur:

14.1.1. damage to any portion of the Property caused by casualty which would cost an amount equal to or greater than five percent (5%) of the Purchase Price of the Property to repair; or

14.1.2. the taking or condemnation of all or any portion of the Property which would interfere with the intended use of the Property; then, in such event, Buyer shall have the right to terminate this Agreement by written notice thereof delivered to Seller within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event or at the Closing accept all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage. If Buyer elects to terminate this Agreement, neither party shall have any further obligations under this Agreement except that Buyer shall remain liable for the obligations contained in Section 3.4 and 3.5 hereof. If Buyer does not so timely elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

If before Closing there occurs:

(a) damage to the Property caused by casualty which would cost less than five percent (5%) of the Purchase Price to repair; or

(b) the taking or condemnation of a portion of the Property which would not interfere with the intended use of the Property;

then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

14.2. Construction. The terms "Seller" and "Buyer" whenever used in this Agreement shall include the successors and permitted assigns of the respective parties hereto, provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used,

the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The term "attorney fees" wherever used in this Agreement shall include attorneys fees, paralegal fees and paraprofessional fees. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

14.3. Counterparts. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but a complete set of which will constitute the same agreement.

14.4. Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.

14.5. Governing Law. This Agreement is being executed and delivered, and is intended to be performed, in the State of Florida. The laws of the State of Florida (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any action arising hereunder shall lie exclusively in the Federal or State courts where the Property is located.

14.6. Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions or agreements contemplated hereby.

14.7. Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

14.8. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier machine; or (c) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:

Avatar Properties, Inc.
201 Alhambra Circle
12th Floor
Coral Gables, Florida 33134
Attention: Patricia Kimball Fletcher, Esq.
Phone no.: (305) 442-7000
Facsimile no.: (305) 448-9927

WITH A COPY TO: Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris, LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131
Phone no.: (305) 960-2255
Facsimile no.: (305) 960-2201

TO BUYER: TerraLargo Community Association, Inc.

_____
_____
_____
Attention:_____
Phone no.:_____
Facsimile no.:_____

WITH A COPY TO:

_____
_____
_____
Attention:_____
Phone no.:_____
Facsimile no.:_____

14.9. Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

14.10. Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

14.11. Exhibits. The Exhibits which are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

14.12. Time of the Essence. It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

14.13. No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

14.14. Requisite Senior Management Approval. This Agreement is subject to approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer or Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If this Agreement is executed and returned by Seller to Buyer, the requirement for senior management approval shall be deemed to have been obtained. Buyer may revoke its offer to purchase the Property pursuant to this Agreement if Seller does not execute the same within five (5) days of Seller's receipt of this Agreement fully executed by Buyer.

14.15. Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, shareholders or other principals and representatives of Seller or Seller's affiliates. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against

Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Seller's present and future officers, directors, agents, employees, attorneys, shareholders or other principals and representatives and their respective heirs, successors and assigns.

14.16. Confidentiality.

14.16.1. Buyer acknowledges the confidential and proprietary nature of (i) all information, documents, agreements, correspondence, contracts, reports, files, books, records, financial data, and other information delivered or made available by Seller to Buyer pursuant to this Agreement, and (ii) all results, reports, analyses, and other products of tests, inspections, studies, and other due diligence conducted on the Property pursuant to this Agreement, and (iii) this Agreement and the contents and provisions hereof (collectively, the "**Confidential Information**"). Buyer agrees to keep and hold all of the Confidential Information confidential and agrees not to use it for any purpose other than the purposes contemplated by this Agreement. Buyer shall not disclose any of the Confidential Information to, or discuss any of the Confidential Information to, or discuss any of the Confidential Information with, any third person other than Buyer's counsel, consultants and advisors, the board of directors of Buyer, the homeowners within TerraLargo and any potential Lender.

14.16.2. Each of Buyer and Seller agrees with the other that prior to Closing it will not make any public announcement about the purchase and sale transaction contemplated hereby or any of the terms hereof, including without limitation any of the Confidential Information, without the prior written consent of the other, except for announcements to the homeowners of TerraLargo at membership meetings or otherwise.

14.16.3. The provisions of this Section 14.16 shall survive the Closing and any termination of this Agreement.

14.17. Attorneys Fees. In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paraprofessional fees, and court costs, pretrial and at all levels of proceedings, including appeals. This provision shall survive termination or cancellation of this Agreement and closing of this Agreement.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

14.18. WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDINGS RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT OR CLOSING OF THIS AGREEMENT.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, each on the date set forth below.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

SELLER:
AVATAR PROPERTIES, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____
Date: _____, 200__

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

_____
Print Name: _____

_____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____, 200__

SCHEDULE OF EXHIBITS

A - Land

B - Form of Special Warranty Deed

C - Form of Seller's Affidavit

D - Form of Bill of Sale

E - Form of Assignment and Assumption Agreement

F Form of General Release from Buyer.

G - Inventory

H - Pending Litigation

EXHIBIT A

Legal Description of Land

EXHIBIT B

This Instrument Prepared by:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

Grantee's Tax Identification No.: _____

Property Appraiser's Folio No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of the __day of _____, 200___, from AVATAR PROPERTIES, INC., a Florida corporation ("**Grantor**") having a mailing address of 201 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134, to TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, the mailing address of which is _____(the "**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "**Property**") located and situate in the County of Polk and State of Florida, to wit:

[LEGAL DESCRIPTION]

The Property is conveyed subject to the following:

[NOTE: **The "subject to" items and matters, which shall be listed in the Special Warranty Deed actually delivered if a closing occurs, shall be those comprising the Acceptable Encumbrances (as defined in Section 5 of the Agreement for Sale and Purchase of Property) and those permitted to be shown as set forth in Section 5 of the Agreement for Sale and Purchase of Property.**]

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance of this Special Warranty Deed, automatically agrees for itself, and its successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the [identify section that lists Acceptable Encumbrances] and all future amendments thereto applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these present to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

AVATAR PROPERTIES, INC. a Florida corporation

_____
Print Name: _____

_____
Print Name: _____

By: _____
Name: _____
Title: _____
{SEAL}

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

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ of AVATAR PROPERTIES, INC., a Florida corporation who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

_____
NOTARY PUBLIC
State of Florida at Large

Print name: _____

EXHIBIT C

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared _____ ("**Affiant**"), who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is the _____ of Avatar Properties, Inc., a Florida corporation ("**Seller**"), and has been authorized by Seller to make this Affidavit on Seller's behalf.

1. Seller is the owner in fee simple of those premises legally described as follows (the "**Property**"):

[LEGAL DESCRIPTION]

2. Seller has possession of the Property, there is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property.

3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 200__ and subsequent years, which are not yet due and payable and (ii) easements, restrictions, or other title matters of record, or listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction. To the extent Seller has failed to pay income, use, sales or any other tax accruing prior to Closing respecting the Property, Seller shall be responsible for the same.

4. Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.

5. There are no construction, materialmen's, or laborers' liens against the Property.

6. Seller has made no additional improvements to the Property and has received no notice of (proposed) back assessments from appraiser's office or bill for back assessments from tax collector.

7. The personal property contained in the Property, and which, if any, is being sold to Buyer mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever.

8. All fixtures, equipment, appliances, machines, plumbing, heating and air conditioning systems located within or upon this Property have been paid for in full and there are no chattel mortgages, title retention or conditional sales contracts or other encumbrances outstanding against the same.

9. There are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.

10. There are no existing contracts for sale affecting the Property except for the contract between Seller and Buyer.

11. Seller has received no warning, notices, notice of violation, administrative complaints, judicial complaints or other formal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

12. This affidavit is (i) made for the purpose of inducing TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") to purchase the Property, (ii) for the purpose of inducing _____ as agent for _____ to issue a policy of title insurance in connection with this

transaction and to disburse funds in reliance on the title commitment and (iii) made under penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

By: _____
_____ as _____ of
Avatar Properties, Inc., a Florida corporation

[CORPORATE SEAL]

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

The foregoing instrument was sworn to and subscribed to before me this _____ day of _____, 200____, by _____ as _____ of Avatar Properties, Inc., a Florida corporation who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

_____
NOTARY PUBLIC
State of Florida at Large
Print name: _____

EXHIBIT D

BILL OF SALE

AVATAR PROPERTIES, INC., a Florida corporation ("**Seller**") for the sum of TEN AND NO/100 ($10.00) DOLLARS, lawful money of the United States, paid by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** and located on the property described on **Exhibit B**.

To HAVE AND TO HOLD the same unto such Buyer forever. Wherever used herein the term "**Seller**" and "**Buyer**" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and any successors and assigns of the parties hereto.

AND Seller covenants that Seller is the lawful owner of such goods and chattels; that they are free from all liens and/or encumbrances; and Seller will warrant and defend the title of such goods and chattels against the lawful claims and demands of all persons claiming by, through, or under Seller, but none other. The conveyances hereunder are on an "as-is" basis.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the _____ day of _____, 200____.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

SELLER
AVATAR PROPERTIES, INC., a Florida corporation

By: _____
Name: _____
Title: _____
[SEAL]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____ as _____ of Avatar Properties, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

_____
NOTARY PUBLIC
State of Florida at Large
Print name: _____

EXHIBIT A

Inventory

Clubhouse Inventory List:

Outside:

Inside:

EXHIBIT B

Legal Description of Land

Exhibit E

This Instrument Prepared by:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is executed by and between AVATAR PROPERTIES, INC., a Florida corporation ("**Seller**") and TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**").

RECITALS:

A. Pursuant to the Agreement for Sale and Purchase of Property, executed by Seller and Buyer as of the ____ day of _____, 200__ ("**Purchase Agreement**"), Seller shall assign and Buyer shall assume those items of Personal Property and the Club Plan (as defined in the Purchase Agreement).

B. The Personal Property includes those service and equipment contracts (the "**Contracts**") set forth in **Exhibit A** attached hereto.

C. Seller is the owner of the following described real property located in Polk County, Florida ("**Property**"):

[LEGAL DESCRIPTION]

NOW THEREFORE, Seller and Buyer agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. Assignment. Seller hereby assigns all of its right, title and interest in the Property including, without limitation, the Contracts and all of its rights in and under the Club Plan to Buyer, on an "as-is" basis. Seller shall have no further rights with respect to the Property or the Club Plan. By way of example, and not of limitation, from and after this date Buyer shall be Club Owner under the Club Plan and Seller shall have no rights, including lien rights, under the Club Plan. Seller may deliver a copy of this Agreement to any party to a Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. Assumption. Buyer hereby assumes all of Seller's obligations under and with respect to the Property including, without limitation, the Contracts, and all of the obligations and rights of Seller as Club Owner under the Club Plan.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the _____ day of _____, 200__.

WITNESSES:

AVATAR PROPERTIES, INC.,
a Florida corporation

_____
Print Name: _____

_____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____ as _____ of Avatar Properties, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

_____
NOTARY PUBLIC
State of Florida at Large

Print name: _____

WITNESSES:

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

_____
Print Name: _____

_____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ as _____ of TerraLargo Community Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification on behalf of the corporation.

My commission expires:

_____
NOTARY PUBLIC
State of Florida at Large

Print name: _____

EXHIBIT A

Service and Equipment Contracts

EXHIBIT F

This Instrument Prepared by:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS, LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Releasor**"), the mailing address of which is _____, for and in consideration of the sum of TEN DOLLARS ($10.00), and other valuable consideration, received from or on behalf of AVATAR PROPERTIES, INC., a Florida corporation (the "**Releasee**"), the mailing address of which is 201 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, regarding (a) the Releasor, the common areas (the "**Common Areas**") within TerraLargo (the "**Community**"), Club TerraLargo (the "**Club**"), more particularly described on **Exhibit A** hereto, or the improvements thereon (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (*e.g.*, the Declaration and/or the Club Plan) whatsoever,

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

relating to the Community, the Common Areas, the Club and/or the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase dated _____, 200___ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and (iii) personal injury claims respecting the Property, if any, occurring prior to Closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____day of _____, 200____.

Signed, sealed and delivered
in the presence of:

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

_____
Print Name: _____

_____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

[CORPORATE SEAL]

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

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____ as _____ of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [ ] is personally known to me or [ ] has produced _____ as identification and did not take an oath.

_____
[NOTARIAL SEAL]

Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Legal Description of Land

EXHIBIT G

Inventory

EXHIBIT H

Pending Litigation Matters

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC. does hereby join in the TerraLargo Club Plan to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of October, 2007.

WITNESSES:

Print Name: Maribel G. Pila

Print Name: NORA E. SANCHEZ

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

By:
Name: Hank Yunes
Title: Vice President

{SEAL}

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

The foregoing instrument was acknowledged before me this 24th day of October, 2007 by Hank Yunes as Vice President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

EXHIBIT 5

PERMIT

JAN 29 2007

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

January 26, 2007

Anthony S. Iorio, Jr., Vice President
Avatar Properties, Inc.
900 Towne Center Drive
Poinciana, FL 34759

Subject: Notice of Proposed Agency Action - **Approval**
Proposed Permit No. 43028277.002

Dear Mr. Iorio:

This letter constitutes notice of proposed agency action by the Southwest Florida Water Management District on the above-referenced proposed permit. Please read thoroughly the enclosed copy of the proposed permit.

A recommendation of approval of the proposed permit will be presented to the District Governing Board for consideration at its next meeting on February 27, 2007, at the District Headquarters, 2379 Broad Street, Brooksville, FL 34604-6899.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action; (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C., are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S. to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

If you do not wish to request an administrative hearing but wish to address the Governing Board informally concerning the proposed decision, you may appear before the Governing Board at the time and place stated above. Such an appearance shall not provide a basis for appealing the decision of the Governing Board pursuant to Chapter 120, F.S.

(136 of 155)

Enclosed is a "Noticing Packet" that provides information regarding District Rule, 40D-1.1010, F.A.C. which addresses the notification of persons having substantial interests that may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

If you have any questions concerning this matter, please contact the Bartow Regulation Department.

Sincerely,

Paul W. O'Neil, Jr., P.E., Director
Regulation Performance Management Department

PWO:jjm
Enclosures: Proposed Permit with conditions, Rules 28-106.201 and 28-106.301, and Noticing Packet
cc: William A. Hartmann, P.E., Chastain-Skillman, Inc.
USACOE

(137 of 155)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MODIFICATION
PERMIT NO. 43028277.002

Expiration Date: February 27, 2012 PERMIT ISSUE DATE: February 27, 2007

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	TerraLargo Phase 2, Shoreline Enhancement at Meadowview Lake
GRANTED TO:	Avatar Properties, Inc. 900 Towne Center Drive Poinciana, FL 34759

ABSTRACT: This permit authorization is for the shoreline enhancement of Meadowview Lake. This permit authorization is a modification of a portion of Environmental Resource Permit No. 43028277.001, (547-lot residential subdivision). The project site is located on the north side of Sleepy Hill Road, approximately one-half mile west of U.S. Highway 98 in the city of Lakeland, Polk County. Information regarding the surface water management system, 100-year floodplain and wetlands is contained within the tables and comments below.

OP. & MAINT. ENTITY:	TerraLargo Community Association, Inc.
COUNTY:	Polk
SEC/TWP/RGE:	26,35/27S/23E
TOTAL ACRES OWNED OR UNDER CONTROL:	645.00
PROJECT SIZE:	5.00 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	May 4, 2006
AMENDED DATE:	N/A

(138 of 155)

I. Water Quantity/Quality

This modification will not involve any changes/modifications to the previously permitted detention ponds. The two wet detention ponds will continue to provide water quality treatment and attenuation for this residential subdivision. No adverse off-site/on-site water quality or quantity impacts are expected.

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
0.00	0.00	NE [X]	Depth [N/A]

***Codes** [X] for the type or method of compensation provided are as follows:
NE = No Encroachment
N/A = Not Applicable

****Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims **MI** type of compensation.

III. Environmental Considerations

Wetland/Surface Water Information **Count of Wetlands: 1**

Wetland Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Meadowview Lake	3.55	0.00	0.33	0.21	3.22	0.45
TOTAL	3.55	0.00	0.33	0.21	3.22	0.45

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland Comments: The project area includes 3.55 acres of lake fringe wetland associated with Meadowview Lake. Permanent impacts are proposed to 0.33-acre of lake fringe wetland due to the construction of two access areas to the lake. Temporary impacts are proposed to 3.22 acres of lake fringe wetland due to the removal of nuisance plant species along the shoreline of Meadowview Lake.

Mitigation Information **Count of Mitigation: 2**

Mitigation Name	Creation/Restoration		Enhancement		Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
WC#2	0.50	0.22	0.00	0.00	0.00	0.00	0.00	0.00
Lake fringe shoreline	0.00	0.00	3.22	0.48	0.00	0.00	0.00	0.00
TOTAL	0.50	0.22	3.22	0.48	0.00	0.00	0.00	0.00

(139 of 155)

Mitigation Comments: Mitigation for the permanent impact to 0.33-acre of lake fringe wetland is provided by the creation of 0.50-acre of herbaceous wetland (WC#2) adjacent to Meadowview Lake. Mitigation for the temporary impact to 3.22 acres of lake fringe wetland is provided by the replanting of desirable plant species.

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

   Bartow Regulation Department
   Southwest Florida Water Management District
   170 Century Boulevard
   Bartow, FL 33830-7700

   The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.

4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Bartow Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.

5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

6. WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA **WC #2**

   Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the additional or removal of vegetation.

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A. The mitigation area can reasonably be expected to develop into a *Freshwater Marsh* ***(FLUCCS # 641)*** as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/ surface water type specified in criterion "A".

C. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

Groundcover	80	*Spartina bakeri*
Groundcover	80	*Juncus effusus*
Groundcover	80	*Pontederia cordata*

D. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "A".

E. Coverage by nuisance or exotic species does not exceed five (5) percent at any location in the mitigation site and five (5) percent for the entire mitigation site.

F. The wetland mitigation area can be determined to be a wetland or other surface water according the Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.

8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.

9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

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Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

Monitoring Data shall be collected semi-annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:

    A. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;

    B. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and

    C. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

    Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

12. The Permittee shall, within 120 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings received by the District.

13. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.

14. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.

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15. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

    A. wetland boundaries
    B. limits of approved wetland impacts

    The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

16. All wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.

17. This modification, Construction Permit No. 43028277.002, is for a phase of previously issued Construction Permit No. 43028277.001, and affects only the project area identified in this modification application submittal.

18. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.

19. The Permittee shall execute the final draft financial responsibility instrument approved by the District prior to initiating activities authorized by this permit. The final draft financial responsibility instrument shall be consistent with the draft instrument submitted with the permit application and approved by this permit.

20. The Permittee shall submit the original executed financial responsibility instrument to the District at the address below:

    Bartow Regulation Department
    Southwest Florida Water Management District
    170 Century Boulevard
    Bartow, FL 33830-7700

21. The Permittee shall provide the financial responsibility required by Rule 40D-4.301(1)(j), Florida Administrative Code until the District determines that the specific success criteria contained in this permit have been met; or the District approves a request to transfer the permit to a new owner and receives an acceptable substitute financial responsibility mechanism from the new owner.

22. The Permittee may request, in writing, a release from the obligation to maintain certain amounts of the financial assurance required by this permit as phases of the mitigation plan are successfully completed. The request shall include documentation that the mitigation phase or phases have been completed and payment for their completion has been made. Following the District's verification that the phase or phases have been completed in accordance with the mitigation plan, the District will authorize release from the applicable portion of the financial assurance obligation.

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23. The District will notify the Permittee within 30 days of its determination that the specific success criteria contained in this permit have been met. Concurrent with this notification, the District will authorize, in writing, the appropriate entity to cancel or terminate the financial responsibility instrument.

24. The Permittee's failure to comply with the terms and conditions of this permit pertaining to the successful completion of all mitigation activities in accordance with the mitigation plan shall be deemed a violation of Chapter 40D-4, Florida Administrative Code. In addition to other remedies that the District may have, the District may draw upon the financial responsibility instrument for any funds necessary to remedy a violation, upon such notice to the Permittee as may be specified in the financial responsibility instrument or if none, upon reasonable notice.

25. The Permittee shall notify the District by certified mail within 10 days of the commencement of a voluntary or involuntary proceeding:

A. To dissolve the Permittee;
B. To place the Permittee into receivership;
C. For entry of an order for relief against the Permittee under Title XI (Bankruptcy), U.S. Code.
D. To assign of the Permittee's assets for the benefit of its creditors under Chapter 727, Florida Statutes.

26. In the event of bankruptcy or insolvency of the issuing institution; or the suspension or revocation of the authority of the issuing institution to issue letters of credit or performance bonds, the Permittee shall be deemed without the required financial assurance and shall have 60 days to reestablish the financial assurance required by Rule 40D-4.301(1)(j), Florida Administrative Code.

27. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

28. In order to replace the functional loss of the temporary impact, the permittee shall restore the temporary impact to 3.22 acres of existing lake fringe wetland, according to and as shown on the approved construction plan set, sheet DCL 8337.01D-LK2, entitled "MEADOWVIEW LAKE-FRONT EXHIBIT" submitted to the District on December 15, 2006. The permittee shall within 30 days of initial wetland impact complete all aspects of the planting. Construction of the restored area shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.

29. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, *Florida Statutes*.

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GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

_____

Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:

   a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.

   b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.

4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.

13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.

18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.

19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.

20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.

24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.

25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)
SUNCOM 572-6200

Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

NOTICING PACKET PUBLICATION INFORMATION

PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and **the** content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. **(Your question may be on the FAQ list).**

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FAQ ABOUT NOTICING

1. **Q.** Do I have to do this noticing, and what is this notice for?
   A. You do not have to do this noticing. You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit or exemption at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.

2. **Q.** What do I need to send to the newspaper?
   A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.

3. **Q.** Do I have to use the notice form, or can I make up my own form?
   A. You do not have to use our form. However, your notice must contain all information that is in the form.

4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
   A. Send the full page form which includes the **NOTICE OF RIGHTS** section on the bottom half.

5. **Q.** Do I type or print the information in the blanks? Or will the newspaper fill in the blanks?
   A. You are required to fill in the blanks on the form before sending it to the newspaper. Contact your selected newspaper for instructions on printing or typing the information in the blanks.

6. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?
   A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.

7. **Q.** If someone objects, is my permit or exemption no good?
   A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

8. **Q.** I don't understand what I should put in the blanks on the Notice form?
   A.
   1. **County, Section/Township/Range, application No., permit No., proposed permit No., Exemption No., or permit inquiry No.** is on your Permit, Exemption, or Denial document.
   2. **Permit Type or Application Type** is Environmental Resource Permit, Water Use Permit, Work of the District, etc.
   3. **# of Acres** is the project acres. This is listed on the Environmental Resource Permit documents. For Water Use Permits, Exemptions, etc., you may put "Not Applicable" if unknown.
   4. **Rule or Statute reference** (Exemptions only). The rule and/or statute reference is at the top of page one in the reference line of the Exemption. For all others, put "Not Applicable" in this blank.
   5. **Type of Project** describes your project activity. Environmental Resource Permit = Agriculture, Commercial, Government, Industrial, Mining, Road Projects, Residential, Semi-Public or Water Quality Treatment. Water Use Permit = Agricultural (if irrigating, state that it is irrigation and specify what is being irrigated), Industrial Commercial, Recreation Aesthetic, Mining Dewatering, or Public Supply. Work of the District = pipeline, etc.
   6. **Project Name** is the name of your project, if applicable. If there is no project name, put "Not Applicable" in this blank.

NOTICE OF PROPOSED AGENCY ACTION BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Notice is given that the District's Proposed Agency Action is approval of the _____

on _____ acres to serve _____ known as _____.

The project is located in _____ County, Section(s) _____,

Township _____ South, Range _____ East. The permit applicant is

_____ whose address is _____.

The proposed permit number is _____.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District (District) _____.

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this application may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. ***A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.*** A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit application with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

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CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

50.011 Where and in what language legal notices to be published.–

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as [1]second-class matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

History.–s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254.

[1]**Note.**–Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

Note.–Former s. 49.01.

50.021 Publication when no newspaper in county.–

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

History.–RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

Note.–Former s. 49.02.

50.031 Newspapers in which legal notices and process may be published.–

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as [1]second-class mail matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

History.–ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221.

[1]**Note.**–Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

Note.–Former s. 49.03.

50.041 Proof of publication; uniform affidavits required.–

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8½ inches in width and of convenient length, not less than 5½ inches. A white margin of not less than 2½ inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed $2 for the preparation and execution of each such proof of publication or publisher's affidavit.

History.–s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

Note.–Former s. 49.04.

50.051 Proof of publication; form of uniform affidavit.–

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA
COUNTY OF _____:

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as [1]second-class mail matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this _____ day of _____, 19__, by _____, who is personally known to me or who has produced (type of identification) as identification.

____(Signature of Notary Public)____
____(Print, Type, or Stamp Commissioned Name of Notary Public)____
____(Notary Public)____

History.–s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

[1]**Note.**–Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

Note.–Former s. 49.05.

50.061 Amounts chargeable.–

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefor the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.–s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.–Former s. 49.06.

50.071 Publication costs; court docket fund.–

(1) There is established in Broward, Dade, and Duval Counties a court docket fund for the purpose of paying the cost of the publication of the fact of the filing of any civil case in the circuit court in those counties by their counties by their style and of the calendar relating to such cases. A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of a majority of the judges in the judicial circuit in which the subject county is located and such order shall be filed and recorded with the clerk of the circuit court for the subject county. The court docket fund shall be funded by a service charge of $1 added to the filing fee for all civil actions, suits, or proceedings filed in the circuit court of the subject county. The clerk of the circuit court shall maintain such funds separate and apart, and the aforesaid fee shall not be diverted to any other fund or for any purpose other than that established herein. The clerk of the circuit court shall dispense the fund to the designated record newspaper in the county on a quarterly basis. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county so ordering 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(2) The board of county commissioners or comparable or substituted authority of any county in which a court docket fund is not specifically established in subsection (1) may, by local ordinance, create such a court docket fund on the same terms and conditions as established in subsection (1).

(3) The publishers of any designated record newspapers receiving the court docket fund established in subsection (1) shall, without charge, accept legal advertisement for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as insolvent and poverty-stricken persons under s. 57.081.

History.–s. 1, ch. 75-206.

42.00-037 (Rev 11/06)

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PART II HEARINGS INVOLVING DISPUTED ISSUES OF MATERIAL FACT

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The Agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(3), 120.54(5) FS.
Law Implemented 120.54(5), 120.569, 120.57 FS.
History—New 4-1-97, Amended 9-17-98.

PART III PROCEEDINGS AND HEARINGS NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT

28-106.301 Initiation of Proceedings.

(1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 1/2 by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from tthe face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(5) FS.
Law Implemented 120.54(5), 120.569, 120.57 FS.
History—New 4-1-97, Amended 9-17-98.

EXHIBIT 6

LIFT STATION EASEMENT AREA

Tract LS of the Plat of TerraLargo Phase II, according to the Plat thereof, recorded in Plat Book 143 at Page 3 of the Public Records of Polk County, Florida

EXHIBIT B

INSTR # 2009226596
BK 08045 PGS 0380-0388 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

PREPARED BY AND RETURN TO:

MELISA R. BOROSS, ESQ.
AVATAR PROPERTIES INC.
201 ALHAMBRA CIRCLE, 12TH FLOOR
CORAL GABLES, FL 33134

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

FIRST AMENDMENT TO CLUB TERRALARGO CLUB PLAN
(TerraLargo)

THIS FIRST AMENDMENT TO CLUB TERRALARGO CLUB PLAN (this "First Amendment") is made by TERRALARGO LAND, LLC, a Florida limited liability company ("Owner") and joined by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

A. That certain Club TerraLargo Club Plan was recorded in Official Records Book 7464 at Page 1027 of the Public Records of Polk County, Florida (the "Original Club Plan"). Capitalized terms used, but not otherwise defined, herein will have the meaning set forth in the Original Club Plan.

B. Owner has acquired the Club Property, more particularly described on **Exhibit "A"** attached hereto, from Avatar Properties Inc., a Florida corporation ("API").

C. In connection with the sale to Owner, API and Owner executed that certain Assignment of Developer Rights and Assumption Agreement whereby API assigned and transferred its rights as "Club Owner" under the Original Club Plan to Owner.

D. Pursuant to the authority granted in Section 26 of the Original Club Plan, Owner desires to amend the Original Club Plan as set forth herein.

NOW THEREFORE, in consideration for the premises and for Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

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

2. Developer. All references to "Club Owner" in the Original Club Plan are hereby amended to refer to Owner.

3. Conflicts. In the event that there is a conflict between this First Amendment and the Original Club Plan, this First Amendment shall control. Whenever possible, this First Amendment and the Original Club Plan shall be construed as a single document. Except as modified hereby, the Original Club Plan shall remain in full force and effect.

4. Covenant. This First Amendment shall be a covenant running with the land.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

Name: Kathy-Jo VanSchoonhoven

Name: Lisa DeVos

TERRALARGO LAND, LLC, a Florida limited liability company

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

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

Name: _____

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

Name: _____

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

STATE OF FLORIDA)
)ss:
COUNTY OF Hillsborough)

The foregoing instrument 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, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public, State of Florida

Kathy-Jo VanSchoonhoven
Printed Name of Notary Public
My Commission expires:

KATHY-JO VAN SCHOONHOVEN
MY COMMISSION EXPIRES
December 22, 2012
#DD 825108
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

MIAMI 856047 (2K)

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

_____
Name: _____

_____
Name: _____

Anibal G. Pila
Name: Maribel G. Pila

Gilbert
Name: Ohilda V. Gilbert

TERRALARGO LAND, LLC, a Florida limited liability company

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

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

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

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

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument 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, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

_____
Notary Public, State of Florida

_____
Printed Name of Notary Public
My Commission expires:

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

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

Maribel G. Pila
Notary Public, State of Florida

Maribel G. Pila
Printed Name of Notary Public
My Commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

MIAMI 856047 (2K)

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the First Amendment to Club TerraLargo Club Plan (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of December, 2009.

WITNESSES:

Print Name: Shaun Kelley

Print Name: Jeff Gelbwaks

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

By: _____
Name: John Corners
Title: President

{SEAL}

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

The foregoing was acknowledged before me this 21 day of December, 2009 by John Corners 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 on behalf of the corporation.

My commission expires: 9/6/12

NOTARY PUBLIC, State of Florida
Print name: Diana Quigley

NOTARY PUBLIC-STATE OF FLORIDA
Diana Quigley
Commission # DD806740
Expires: SEP. 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

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.

INSTR # 2009226595
BK 08045 PGS 0371-0379 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

PREPARED BY AND RETURN TO:

MELISA R. BOROSS, ESQ.
AVATAR PROPERTIES INC.
201 ALHAMBRA CIRCLE, 12TH FLOOR
CORAL GABLES, FL 33134

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

SECOND AMENDMENT TO DECLARATION FOR TERRALARGO
(TerraLargo)

THIS SECOND AMENDMENT TO DECLARATION FOR TERRALARGO (this "Second Amendment") is made by TERRALARGO LAND, LLC, a Florida limited liability company ("Owner") and joined by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

A. That certain Declaration for TerraLargo was recorded in Official Records Book 7464 at Page 1090 of the Public Records of Polk County, Florida (the "Original Declaration"). The Original Declaration was amended by that certain First Amendment to Declaration for TerraLargo recorded in Official Records Book 8023 at Page 1267 of the Public Records of Polk County, Florida (the "First Amendment," and together with the Original Declaration, the "Amended Declaration"). Capitalized terms used, but not otherwise defined, herein will have the meaning set forth in the Amended Declaration.

B. Owner has acquired the portion of TerraLargo more particularly described on **Exhibit "A"** attached hereto, from Avatar Properties Inc., a Florida corporation ("API").

C. In connection with the sale to Owner, API and Owner executed that certain Assignment of Developer Rights and Assumption Agreement whereby API assigned and transferred its rights as "Developer" under the Amended Declaration to Owner.

D. Pursuant to the authority granted in Section 4.3 of the Amended Declaration, Owner desires to amend the Amended Declaration as set forth herein.

NOW THEREFORE, in consideration for the premises and for Ten Dollars ($10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

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

2. Developer. All references to "Developer" in the Amended Declaration are hereby amended to refer to Owner.

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

4. Covenant. This Second Amendment shall be a covenant running with the land.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

Name: Kathy-Jo VanSchoonhoven

Name: Lisa Devos

Name: _____

Name: _____

TERRALARGO LAND, LLC, a Florida limited liability company

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

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

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

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

STATE OF FLORIDA)
)ss:
COUNTY OF Hillsborough)

The foregoing instrument 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, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public, State of Florida

Kathy-Jo VanSchoonhoven
Printed Name of Notary Public
My Commission expires:

KATHY-JO VAN SCHOONHOVEN
MY COMMISSION EXPIRES
December 22, 2012
#DD 825108
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

MIAMI 855983 (2K)

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 21st day of December, 2009.

WITNESSES:

Name: _____

Name: _____

Name: Maribel G. Pila

Name: Ohilda V. Gilbert

TERRALARGO LAND, LLC, a Florida limited liability company

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

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

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

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

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument 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, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a _____ driver's license as identification.

_____
Notary Public, State of Florida

_____
Printed Name of Notary Public
My Commission expires:

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31st day of December, 2009, by Patricia K. Fletcher, as Executive Vice President and on behalf of Avatar Properties Inc., a Florida corporation, as a member and on behalf of TERRALARGO LAND, LLC, a Florida limited liability company, who is personally known to me or has produced a Florida driver's license as identification.

Notary Public, State of Florida

Printed Name of Notary Public
My Commission expires:

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

MIAMI 855983 (2K)

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Second Amendment to Declaration for TerraLargo (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of December, 2009.

WITNESSES:

Print Name: Shawn V Gilley

Print Name: Jeff Gelbwaks

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

By: _____
Name: John Corners
Title: President

{SEAL}

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

The foregoing was acknowledged before me this 21 day of December, 2009 by John Corners 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 on behalf of the corporation.

My commission expires: 9/6/12

NOTARY PUBLIC, State of Florida
Print name: Diana Quigley

NOTARY PUBLIC-STATE OF FLORIDA
Diana Quigley
Commission # DD806740
Expires: SEP. 06, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

MIAMI 855983 (2K)

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.

FILED - CIVIL
POLK COUNTY CLERK
CIRCUIT COURT CIVIL

2012 DEC -5 PM 4:35

INSTR # 2012221833
BK 08820 PGS 1566-1571 PG(s)6
RECORDED 12/11/2012 09:26:21 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 52.50
RECORDED BY S Wiggins

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

BARRY D. LAPIDES, ESQ.
DUANE MORRIS LLP
200 S. BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FLORIDA 33131

SHUFFIELDLOWMAN
POB 1010
ORLANDO, FL 32802-1010

THIRD AMENDMENT TO DECLARATION FOR TERRALARGO

THIS THIRD AMENDMENT TO DECLARATION FOR TERRALARGO (this "**Third Amendment**") is made by OK TERRALARGO LLC, a Florida limited liability company ("**Owner**") and joined by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. That certain Declaration for TerraLargo was recorded in Official Records Book 7464 at Page 1090 of the Public Records of Polk County, Florida (the "**Original Declaration**"). The Original Declaration was amended by that certain First Amendment to Declaration for TerraLargo recorded in Official Records Book 8023 at Page 1267 of the Public Records of Polk County, Florida (the "**First Amendment**"), and that certain Second Amendment to Declaration for TerraLargo recorded in Official Records Book 8045, Page 371 of the Public Records of Polk County (the "**Second Amendment**"), together with the Original Declaration and the First Amendment, the "**Amended Declaration**").

B. Owner has acquired the portion of TerraLargo, more particularly described on **Exhibit A** attached hereto, from TerraLargo Land, LLC, a Florida limited liability company ("**TerraLargo Land**").

C. In connection with the sale to Owner, TerraLargo Land and Owner executed that certain Assignment of Developer's Rights and Assumption Agreement whereby TerraLargo Land assigned and transferred its rights as "Developer" under the Amended Declaration to Owner.

D. Pursuant to the authority granted in Section 4.3 of the Amended Declaration, Owner desires to amend the Amended Declaration as set forth in this Third Amendment.

NOW THEREFORE, Owner hereby declares that every portion of TerraLargo is to be held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions and restrictions hereinafter set forth in consideration for the premises and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby amend the Declaration as follows:

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

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

3. Definitions. All initially capitalized terms not defined in this Third Amendment shall have the meaning set forth in the Amended Declaration and the defined terms are modified as follows:

"Declaration" shall mean the Amended Declaration and this Third Amendment, together with all modifications thereof.

"Developer" shall mean OK TERRALARGO LLC, a Florida limited liability company, and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successor and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the Assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of Developer's right to control the Board and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon transfer of control of the Association.

4. Developer. All references to "Developer" in the Amended Declaration are hereby amended to refer to Owner.

5. Covenant. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 19 day of October, 2012.

WITNESSES:

Nicole E. Angelakos
Name: Nicole E. Angelakos

Name: Patricia D. [illegible]

OK TERRALARGO LLC, a Florida limited liability company

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

[NOTARY BLOCK APPEARS ON THE NEXT PAGE.]

DM2\3822146.4

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 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:

NICOLE E. ANGELAKOS
MY COMMISSION # EE 178318
EXPIRES: March 23, 2016
Bonded Thru Notary Public Underwriters

DM2\3822146.4

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the Third Amendment to Declaration for TerraLargo (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of October, 2012.

WITNESSES:

Name: JAMES P. HARVEY

Name: BRYON T. LoPRESTE

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

By: David B Laughost

Name: David B Laughost

Title: President

{SEAL}

STATE OF FLORIDA)
)ss:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 25th day of October, 2012, by DAVID B. LAUGHOST, as PRESIDENT of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or has produced a _____ as identification, on behalf of the corporation.

Notary Public State of Florida
Bryon T LoPreste
My Commission EE 160101
Expires 01/27/2016

Notary Public, State of Florida

BRYON T. LoPRESTE
Printed Name of Notary Public
My Commission expires: 01.27.16

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 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.

20 ... 171.50

INSTR # 2013018548
BK 08862 PGS 2204-2223 PG(s)20
RECORDED 01/30/2013 03:37:45 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 171.50
RECORDED BY S Wiggins

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 1090

FOURTH AMENDMENT TO DECLARATION FOR TERRALARGO

THIS FOURTH AMENDMENT TO DECLARATION FOR TERRALARGO ("**Amendment**") is made on January 18, 2013, by **OK TERRALARGO LLC**, a Florida limited liability company (herein, "**Developer**" or "**OK Terralargo**") with reference to the following facts:

WITNESSETH:

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, OK TerraLargo is the "Developer" under that certain Declaration for TerraLargo recorded October 25, 2007 in O.R. Book 7464, Page 1090, as amended by that certain First Amendment to Declaration for TerraLargo recorded November 25, 2009 in O.R. Book 8023, Page 1267, that certain Second Amendment to Declaration for TerraLargo recorded December 30, 2009 in O.R. Book 8045, Page 371, and that certain Third Amendment to Declaration for TerraLargo recorded December 12, 2012 in O.R. Book 08820, Page 1566, all of the Public Records of Polk County, Florida (as supplemented and amended, hereinafter collectively, the "**Declaration**"); and

WHEREAS, 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; and

WHEREAS, 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 and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby as follows:

1. Leasing. Section 11.28 of the Declaration is hereby deleted. Additionally, Section 25 of the Declaration is hereby deleted and replaced with the following new Section 25 of the Declaration:

25. Leases.

(a) Leasing Restrictions. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 25. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

(b) Security Deposit. Each Owner shall remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars ($200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise as described in this Declaration; provided, that, the tenant does not undertake obligations

after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

2. Towing. The following new provision is added as Section 11.53 of the Declaration:

11.53 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if (a) such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle; or (b) such vehicle was cited within the preceding fourteen (14) day period for a violation of these or other restrictions contained herein or in the Rules and Regulations. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this section, "vehicle" shall mean and include, without limitation, passenger automobiles, golf carts, motorcycles, motorbikes, campers, recreational vehicles, mobile homes, trailers, and boats. By accepting title to a Home, each Owner grants to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

3. Articles of Incorporation. The Association's Articles of Incorporation were amended, and a copy of such Articles of Amendment are attached to this Amendment as **Exhibit "A"**. The Articles of Amendment attached hereto as **Exhibit "A"** are added to **Exhibit 2** of the Declaration.

4. By-Laws. The Association's By-Laws were amended and a copy of such Amendment to By-Laws is attached to this Amendment as **Exhibit "B"**. The Amendment to By-Laws attached hereto as **Exhibit "B"** is added to **Exhibit 3** of the Declaration.

5. Club Plan. The Club Plan was amended, and a copy of such Amendment to Club TerraLargo Club Plan is attached to this Amendment as **Exhibit "C"**. The

Amendment to Club TerraLargo Club Plan attached hereto as **Exhibit "C"** is added to **Exhibit 4** of the Declaration.

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 Declaration. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.

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

DEVELOPER:

WITNESSES:

Signature of Witness #1

DAVID B. LANGHOUT

Typed/Printed Name of Witness #1

Signature of Witness #2

BRYON T. LOPRESTE

Typed/Printed Name of Witness #2

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

By: _____
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 LLC, a Florida limited liability company, on behalf of the company. He /✓/ is personally known to me or /___/ has produced _____ as identification.

Notary Public State of Florida
Bryon T LoPreste
My Commission EE 160101
Expires 01/27/2016

Notary Public, State of Florida

BRYON T. LOPRESTE
Print Name
My Commission Expires: 01-27-16
(SEAL)

JOINDER

TERRALARGO COMMUNITY ASSOCIATION, INC.

TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the Third Amendment to Declaration for TerraLargo (the "**Third Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as the Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the date below-written.

WITNESSES:

Print Name: JAMES P. HARVEY

Print Name: BRYON T. LOPRESTE

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

By: _____

Printed Name: David B. Longhurst

Title: President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 21st day of JANUARY, 2013, by DAVID B. LONGHURST as President of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, /✓/ who is personally known to me or /___/ who has produced _____ as identification.

Notary Public State of Florida
Bryon T LoPreste
My Commission EE 160101
Expires 01/27/2016

NOTARY PUBLIC, State of Florida

BRYON T. LOPRESTE
Print Name

My Commission Expires: 01-27-16

(SEAL)

Exhibit "A"
Copy of Articles of Amendment to
Articles of Incorporation of the Association
[Attached.]

FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 28, 2013

CORPORATION SERVICE COMPANY
ATTN: SUSIE KNIGHT
TALLAHASSEE, FL 32301

Re: Document Number N07000003431

The Articles of Amendment to the Articles of Incorporation of TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on January 28, 2013.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Irene Albritton
Regulatory Specialist II
Division of Corporations

Letter Number: 813A00002089

Account number: I20000000195

Amount charged: 35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 JAN 28 PM 2:38

Articles of Amendment
to
Articles of Incorporation
of

TERRALARGO COMMUNITY ASSOCIATION, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

N07000003431

(Document Number of Corporation (if known)

Pursuant to the provisions of section 617.1006, Florida Statutes, this ***Florida Not For Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. **If amending name, enter the new name of the corporation:**

_____ *The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

B. **Enter new principal office address, if applicable:**
(Principal office address MUST BE A STREET ADDRESS)

C. **Enter new mailing address, if applicable:**
(Mailing address MAY BE A POST OFFICE BOX)

395 Village Drive
Poinciana FL 34759

D. **If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent: _____

_____
(Florida street address)

New Registered Office Address:

_____, Florida _____
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

_____
Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V = Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ___ Change ___ Add X Remove	STD	Boross, Melisa R	395 Village Drive Poinciana FL 34759
2) ___ Change ___ Add X Remove	VD	Iorio, Anthony S	395 Village Drive Poinciana FL 34759
3) ___ Change ___ Add X Remove	PD	Corners, John R	395 Village Drive Poinciana FL 34759
4) ___ Change X Add ___ Remove	P	Langhout, David B	8875 Hidden River Pkwy Suite 150 Tampa FL 33637
5) ___ Change X Add ___ Remove	V	Simpson, Troy	8875 Hidden River Pkwy Suite 150 Tampa FL 33637
6) ___ Change X Add ___ Remove	S/TR	Harvey, James P	8875 Hidden Pkwy Suite 150 Tampa FL 33637

E. **If amending or adding additional Articles, enter change(s) here:**
(attach additional sheets, if necessary). (Be specific)

The first four sentences of Section 9. of the Articles are hereby deleted and replaced with the following text:

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected, and shall serve for such term, as stated in the By-Laws.

The date of each amendment(s) adoption: January 18, 2013

Effective date if applicable: January 18, 2013

(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.

☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 01-25-13

Signature _____

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

David B. Langhout

(Typed or printed name of person signing)

President

(Title of person signing)

Exhibit "B"
Copy of Amendment to By-Laws
[Attached.]

FIRST AMENDMENT TO BY-LAWS
OF
TERRALARGO COMMUNITY ASSOCIATION, INC.

The undersigned Developer hereby amends the By-Laws of TerraLargo Community Association, Inc., a Florida not-for-profit corporation (the "**By-Laws**"), as follows:

1. Section 3.5 of the By-Laws is hereby amended as follows *(underlining indicates new text, and strike-through indicates deleted text)*:

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast ~~twenty~~ ten percent ~~(20%)~~ (10%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

2. The entire text of Section 4.2 of the By-Laws is hereby deleted and replaced with the following new Section 4.2 of the By-Laws:

The term of the Directors appointed by Developer shall extend until the date designated by Developer, or until the Turnover Date. At the meeting of the Members at which transfer of control of the Association to the non-Developer Members occurs, Directors shall be elected for all seats vacated by the Developer. The Director receiving the highest number of votes shall be elected to a three (3) year term, the Director receiving the next highest number of votes shall be elected to a two (2) year term, and the third Director shall be elected to a one (1) year term; provided, however, that for so long as the Developer is entitled to appoint a Director, the Developer's appointed Director shall serve a one-year term and shall be replaced solely by the Developer. A term of office shall be deemed to be concluded at the annual meeting of the Members following or in connection with expiration of the specific term of years. Following the initial election of non-Developer Members as provided above, subsequent elections to the Board shall be for a three (3) year term of office, unless otherwise provided herein. All officers of a corporation or other entity owning a Lot shall be deemed to be Members of the Association for the sole purpose of qualifying each to become a Director hereof. A Director may succeed himself in office.

The foregoing is hereby adopted by Developer as the First Amendment to the By-Laws pursuant to Developer's right in Section 12.2 of the By-Laws to amend the Articles prior to and including the Turnover Date, as Developer deems appropriate, without the joinder or consent of any person or entity whatsoever.

[*Signature page immediately follows.*]

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:

Signature of Witness #1

DAVID B. LANGHOUT

Typed/Printed Name of Witness #1

Signature of Witness #2

BRYON 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, 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.

Notary Public State of Florida
Bryon T LoPreste
My Commission EE 180101
Expires 01/27/2016

Notary Public, State of Florida

BRYON 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

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:
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:

Print Name: Candice Smith

Print Name: Bryon T. LoPresti

"DEVELOPER"

OK TERRALARGO LLC, a Florida limited liability company

By:
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:

Notary Public State of Florida
Bryon T LoPresti
My Commission FF 943080
Expires 01/27/2020

NOTARY PUBLIC, State of Florida at Large

Print Name Bryon T. LoPresti

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

Print Name: Bryon T. LoPreste

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

By:
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.

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

My Commission Expires:

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

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

INSTR # 2020011839
BK 11109 Pgs 2178-2183 PG(s)6
01/16/2020 10:05:45 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 52.50

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:

Print Name: JARED LOOSLI

Print Name: BRYON T. LOPRESTE

"DEVELOPER"

OK TERRALARGO LLC, a Florida limited liability company

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

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 BRYON T. LOPRESTE

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

Stacy M. Butterfield POLK
CFN# 2020011839 OR BK 11109 PG 2180 Pgs 2178-2183 01/16/2020 10:05:45 AM

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 ROBERTS

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

My Commission Expires: 01/27/20

Notary Public State of Florida
Bryon T LoPreste
My Commission FF 943080
Expires 01/27/2020

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

Stacy M. Butterfield POLK
CFN# 2020011839 OR BK 11109 PG 2182 Pgs 2178-2183 01/16/2020 10:05:45 AM

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

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

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

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:

Print Name: Maribel G. Pila

Print Name: Ohilda V. Gilbert

Print Name: _____

Print Name: _____

Print Name: Maribel G. Pila

Print Name: Ohilda V. Gilbert

ASSIGNOR:

AVATAR PROPERTIES INC.,
a Florida corporation

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

ASSIGNEE:

TERRALARGO LAND, LLC, a Florida limited liability company

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

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

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]

MIAMI 852919 (2K)

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: Kathy Jo VanSchoonhoven

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: Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

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 21st 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: Maribel G. Pila

MARIBEL G. PILA
Notary Public - State of Florida
My Commission Expires Oct 20, 2010
Commission # DD 594512

MIAMI 852919 (2K)

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 MY COMMISSION EXPIRES December 22, 2012 #DD 825108 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Kathy-Jo VanSchoonhoven
NOTARY PUBLIC
State of Florida
Print name: Kathy-Jo VanSchoonhoven

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: _____

MIAMI 852919 (2K)

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
DEERDIELD 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. Lapides, 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 30 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**").

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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:

Name: Kathy-Jo VanSchoonhoven

Name: LAURA FERREIRA

ASSIGNOR:

TERRALARGO LAND, LLC, a Florida limited liability company

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

By:
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 ★ MY COMMISSION EXPIRES December 22, 2012 ★ #DD 825108 Bonded thru Notary Public Underwriters ★ NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida
Kathy-Jo VanSchoonhoven
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: Valerie J Grandin

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]

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WITNESSES:

Nicole E. Angelakos
Name: Nicole E. Angelakos

Name: Patricia A. Planto

ASSIGNEE:

OK TERRALARGO LLC,
a Florida limited liability company

By:
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 LLC, a Florida limited liability company, who is personally known to me or has produced a _____ as identification, on behalf of the company.

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

NICOLE E. ANGELAKOS
MY COMMISSION # EE 178318
EXPIRES: March 23, 2016
Bonded Thru Notary Public Underwriters

[ADDITIONAL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DM2\3822133.4

WITNESSES:

Nicole E. Angelakos
Name: Nicole E. Angelakos

Name: Patricia A. Planta

ASSIGNEE:

OK TERRALARGO CLUB LLC,
a Florida limited liability company

By: _____
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:

NICOLE E. ANGELAKOS
MY COMMISSION # EE 178318
EXPIRES: March 23, 2016
Bonded Thru Notary Public Underwriters

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-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.