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## AMENDED AND RESTATED POINCIANA SUBDIVISION DECLARATION

This Amended and Restated Poinciana Subdivision Declaration (the "Declaration") is made this day by the Association of Poinciana Villages, Inc. (the "APV"), a Florida not-for-profit association to govern and control the real property described in Exhibit A (the "Poinciana Subdivision").

WHEREAS, Avatar in its own name or under its former name, GAC Properties, Inc., recorded the Original Polk Deeds of Restriction and the Original Osceola Deeds of Restriction (collectively, the "Original Deeds of Restriction") in Polk County in Official Records Book 1384 at Page 58 and in Osceola County in Official Records 221 at Page 425; and

WHEREAS, The Original Deeds of Restriction were restated and consolidated by that certain Poinciana Subdivision Declaration (the "First Subdivision Declaration") recorded in Polk County in Official Records Book 4805 at Page 410 and in Osceola County in Official Records 1932 at Page 2808. The First Subdivision Declaration entirely replaced the Original Deeds of Restriction, and

WHEREAS, The First Subdivision Declaration governs the community known as Poinciana Subdivision, which is legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pursuant to Section 5 of the First Subdivision Declaration, the APV, by majority vote of the entire Board of Directors, has decided to amend and restate the First Subdivision Declaration in its entirety by this Declaration.

NOW THEREFORE, the Original Deeds of Restriction and the First Subdivision Declaration are hereby, restated, replaced, and superseded in their entirety, and this Amended and Restated Poinciana Subdivision Declaration is substituted in their place such that all property described in Exhibit A shall hereafter be subject to this Declaration. Said Declaration shall run with the property, shall be binding upon all parties having and/or acquiring any right, title or interest in the property or in any part thereof, and shall inure to the benefit of each and every person or entity from time to time, owning or holding an interest in said real property. All future Amendments shall be made to this Amended and Restated Poinciana Subdivision Declaration.

AMENDED AND RESTATED POINCIANA SUBDIVISION DECLARATION  
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AMENDED AND RESTATED POINCIANA SUBDIVISION DECLARATION

1 Recitals.

All of the foregoing Recitals are true and correct.

2 No Further Force or Effect.

Original Deeds of Restriction and the First Subdivision Declaration are of no further force or effect as the same are replaced entirely by this Declaration.

3 Definitions.

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

"APV" shall mean Association of Poinciana Villages, Inc.

"Articles" shall mean the APV's Amended and Articles of Incorporation attached hereto as Exhibit C.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 9 hereof.

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

"APV Board" shall mean the Board of Directors of the APV.

"Bulk Land" shall mean any tract of land (whether or not subdivided) which has none of the following: (i) improvements; (ii) overall community drainage; and (iii) water and sewer availability. By way of example, if a Lot has either water and sewer availability or overall drainage, it is not Bulk Land. Bulk Land is not subject to any APV regular assessment.

"By-Laws" shall mean the APV's By-Laws attached hereto as Exhibit D.

"Common Areas" shall mean all real property interests and personalty within Poinciana Subdivision 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 Poinciana Subdivision.

"County" shall mean Polk or Osceola County, as applicable.

"Criteria" shall mean the Design Control Board Criteria of the APV.

"DCB" shall mean the Design Control Board of the DCB.

"Flag Lot" shall refer to any of the various types of Flag Lots described in Section 13.5 hereof.

"Lender" shall mean any federally insured savings and loan association or bank, insured by the Federal Savings and Loan Insurance Corporation, or Federal Deposit and Insurance Corporation, Mortgage Bankers, licensed Mortgage Brokers (or person or entity holding mortgage through efforts of a licensed Mortgage Broker), Avatar and Parkway Mortgage Company, Inc. and their successors and assigns, holding a first mortgage on a Lot.

"Lot" shall mean any lot shown on a plat.

"Owner" shall mean the owner of a lot.

"Poinciana Subdivision" shall mean the real property described on Exhibit A attached hereto including future property subject to plats incorporating this Declaration.

"Utility Availability Fee" shall have the meaning set forth in Section 10 herein.

"Village" shall mean each subdivision of Poinciana Subdivision. Currently Poinciana Subdivision is divided into nine (9) Villages. The Villages are described on Exhibit E attached hereto and made a part hereof.

"Village Association" shall mean the homeowners association governing each Village.

4 Florida and Local Law.

All restrictive covenants, listed and/or contained herein are subject, in all instances, to compliance with State of Florida applicable County health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions, and in particular when the said State and County requirements exceed the requirements of the restrictions contained herein. The laws of the State of Florida and applicable County as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof.

5 Term.

These restrictive covenants, easements, reservations and requirements upon the lands within the Poinciana Subdivision and any amendments and additions thereto, shall run with the land and remain in full force and effect until January 1, 2032, at which time they shall be automatically extended for successive periods of ten (10) years unless by majority vote of the entire APV Board on January 1, 2032, or at the end of each successive ten (10) year period thereafter, the APV Board agrees to change said covenants, easements, reservations and requirements upon said lands in whole or in part for the best interests of the Poinciana Subdivision, at which time modifications thereto shall be evidenced by recording in the office of the Clerk of the Circuit Court an Amendment to the Deed of Restrictions reflecting such modifications. Notwithstanding the foregoing, the APV Board hereby declares that from and after January 1, 2012 the APV Board may amend this Declaration at any time upon a majority vote of the APV Board. Nothing in this Section shall be construed to prohibit the APV Board from amending this Declaration at any time upon a vote of two-thirds (2/3) of the APV Board. All amendments shall be recorded in both the public records of Polk County and Osceola County.

6 Enforcement.

Enforcement of this Declaration, other documents that govern the Association and its Owners and residents, and any rules and regulations promulgated by the APV, including, but not limited to, the Criteria, shall be by judicial proceedings in law or equity brought by the Association or any Owner against any person or persons causing or allowing, attempting, suffering or permitting the violation of any covenant of this Declaration, other governing documents and/or rules and regulations. Enforcement of this Declaration, other governing documents and/or rules and regulations may be either to restrain violation(s) or to recover damages, or both. The prevailing party shall be entitled to recover, in addition to cost and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the service of the prevailing party's attorney(s), paralegal(s), and other supporting personnel and resources at all judicial levels. In the event the Association is the prevailing party, it may assess the amount of a judgment in its favor against an Owner, or Owners, as an Assessment against their individual Lot(s), and the assessed amount shall be immediately due and payable to the Association. In the event of a violation of any of the provisions of this Declaration, other governing documents and/or APV's rules and regulations, other than the nonpayment of any assessment or other monetary obligation, the APV shall attempt to notify the Owner by written notice addressed to the owner's most recent mailing address on file with the APV. If such violation is not cured within a reasonable time, as determined in the discretion of the APV board of Directors, the APV may at its option:

6.1 Commence an action to enforce the performance on the part of the violator or enjoin the violation or breach or for such other equitable relief as may be necessary under the circumstances, including injunctive relief:

6.2 Commence and action to recover damages; and or

6.3 Commence as provided by the Florida State Statutes.

In particular, any construction, alteration, other work done or failure to perform required maintenance or cleaning in violation of this Declaration, any rules and regulations, the Criteria or Guidelines is subject to enforcement action. Upon written request from the APV or Declarant, Owners shall, at their own cost and expense and within a reasonable time frame identified in the request, cure the violation or restore the Lot and/or home on such Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure the problem or otherwise restore the property as required, the APV, Declarant, or their designees shall have the right, but not the obligation to enter the Lot, remove the violation, and restore the Lot. All costs, together with the interest at the rate the maximum rate then allowed by Florida law, may be assessed against the Lot and collected in accordance with Section 9.4.2 of this Declaration.

Any approvals granted under this Declaration are conditioned upon completion of all elements of the approved work in strict accordance with the written approval provided by the DCB, as such approval may be approved in writing by the DCB. In the event that any person fails to commence and diligently pursue to completion all approved work by the Design Control Board Criteria deadline, Declarant or the APV may enter upon the Lot and summarily rebate and remove or complete any incomplete work and assess all costs incurred against the Lot and its Owner in accordance with Section 9.4.2 of this Declaration, which shall be due within a reasonable time

frame after it is assessed. Such entry and abatement or removal shall not be deemed a trespass or make Declarant or APV, or the directors, officers, employees, agents or contractors of either, liable for any damages or trespass on account thereof. The remedies recited in this Section shall be cumulative of all other legal and equitable remedies now or hereafter provided by law or the APV's governing documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of the Declaration, the APV, or any Owner to enforce any Criteria, covenant, restriction, obligation, right, power, privilege or reservation contained in the Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

All acts by any contractor, subcontractor, agent, employee, or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration, the Criteria, rule and regulations and/or Guidelines may be excluded from the Community by Declarant or the APV. In such event, neither Declarant nor the APV, or their officers and directors, shall be held liable to any person for exercising the rights granted by this Declaration, the Criteria, rules and regulations and/or Guidelines, including, but not limited to, this paragraph.

The APV shall be primarily responsible for enforcing the Declaration, the Criteria, rules and regulations and/or Guidelines; however, Declarant, for so long as it owns any portion of the Community or has the unilateral right to annex property thereto, may, but shall not be obligated to, exercise the enforcement rights set forth above. In addition to the foregoing, the APV and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of the Declaration, the Criteria, rules and regulations and/or Guidelines. If the APV or Declarant prevails, they shall be entitled to recover all costs including, without limitation, attorney's fees and court costs, reasonably incurred in such action.

7 Severability.

These covenants and restrictions are severable and the invalidation of one shall not invalidate any other covenant hereof, and each covenant shall be independent to such extent.

8 Reservation of Rights.

Avatar reserves the right to create one or more additional Villages upon property owned by Avatar or its assignees or designees. Such Villages shall be subject to such use restrictions and setbacks as deemed appropriate by Avatar or its assignees or designees and recorded in the Public Records of the applicable County. Without limiting the foregoing, any property made subject to a new Village shall not be subject to the use restrictions set forth in this Declaration except and to the extent so designated by document recorded in the Public Records of the applicable County. The APV and Avatar or its assignee or designee agree to negotiate in good faith to what extent, if any, the APV will provide services to such property and be subject to Assessment by the APV based on the impact of such development.

9 APV.

9.1 Establishment of APV.

As an additional covenant and condition to the ownership to lands in Poinciana Subdivision, as now platted, and as to lands in any subsequent plats of Poinciana Subdivision filed by Avatar, Avatar has established the APV, a master owners association, which has under its umbrella the various Village Associations. The APV, this Declaration and the APV Articles affect all properties within the Poinciana Subdivision and all present and future Owners agree to be bound by this Declaration and the APV Articles, for themselves and as a charge and duty of each lot owned, or to be owned by them.

9.2 Rights of APV.

APV shall have the right to own and take title to common areas not previously dedicated and accepted by the public such as roads, streets and other ways, greenways, drainage ways, retardation areas, open space and the like, and to designate improvements to be constructed on any of such lands which it may own at such time, or subsequently acquire. The APV shall have the right to assess the costs of construction of such improvements to the Owners of all Lots in Poinciana Subdivision and subsequent annexations and plats thereto. Except for streets and roadways dedicated to the Public, the APV or an improvement district, shall always assume the responsibility for maintenance of "Greenways" and "Retardation Areas", as set forth on the respective Plats of Poinciana Subdivision filed with the applicable County, and pursuant thereto, shall have the right to reimbursement therefor in accordance with the provisions hereof, to make Assessments on all of the Lots in the Poinciana Subdivision to cover the costs thereof, all as further provided below.

9.2.1 Tenant/Occupant:

Because the APV is in contractual privity with the Owner rather than the Tenant/Occupant, the Owner is responsible for all violations occurring on the Owner's Lot. It is the Owner's responsibility to cause compliance with the provisions of this Declaration and the Criteria. However, the APV may, but shall not be required, to hold a Tenant/Occupant responsible, jointly or severally, if the Tenant/Occupant is causing the violation. To the extent practicable and economically feasible, the APV shall endeavor, but not be required, to identify those Lots occupied by Tenants/Occupants with the goal of informing the Tenant/Occupants of the various obligations and performance standards set forth herein. Also, it is incumbent upon all Owners to inform the APV, in writing, within thirty (30) days, of the date of the lease or initial rental, of the identity of the Tenant/Occupant. The APV shall utilize the various media readily available and under its control (APV publications, website, assessment billings, etc.) to disseminate such information as a proactive effort to prevent violations on rented lots. However, nothing herein or hereby or any actions of the APV shall relieve the Owner of the ultimate responsibility to correct all violations pertaining to the Owner's Lot.

9.3 Assessments.

Each Owner, 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 the APV at the time and in the manner required by the APV Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by the APV (collectively, the

"Assessments"). The Assessments levied by the APV shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Poinciana Subdivision, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the APV. The Assessments levied by the APV Board shall be used exclusively for the purposes set forth in this Declaration, the Articles and the By-Laws and for the benefit of the Owners as an entire community, the improvements, maintenance, repair and replacement of properties, services and activities and facilities devoted to this purpose and applicable to the use and enjoyment of the Common Areas.

9.4 Allocation of Assessments.

All Assessments shall be fairly apportioned over all the Lots, tracts, parcels and condominium units in the Poinciana Subdivision. The APV Board shall determine the total amount of Assessments required, including operational items such as insurance, repairs, maintenance and other operating expenses, as well as charges to cover any deficiencies from prior years, capital improvements and reserves approved by the APV Board. The total annual Assessments required and any supplemental requirements shall be allocated between, assessed to and paid in accordance with the following:

Subject to the following, all Owners (other than Bulk Land Owners or Owners subject to special assessment agreement with the APV) shall be assessed equally for costs and expenses of the APV related to any uniform overall community function, activity, service, facility or improvement of the APV which is for the specific benefit of all Villages.

Assessments covering special costs and expenses of the APV for any function, activity, services, facility or improvements used by a portion of a Village or one or more Villages but not by all Villages shall be assessed to those Owners directly receiving the benefit thereof but not to Owners not receiving such benefit. The APV Board shall determine, using reasonable judgment, the amount assessed and what Owners are subject to such special Assessments.

9.5 Reserved for future use

9.6 Surplus Assessments

Any surplus Assessments collected by the APV may be allocated towards the next year's Assessments. Under no circumstances shall the APV be required to pay surplus Assessments to Owners.

9.7 Establishment of Assessments

Assessments shall be established in accordance with the following procedures:

Assessments shall be established by the adoption of a twelve (12) month operating budget by the APV 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 the APV.

The APV 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 the APV.

9.8 Claim of Lien

Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, 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 and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the APV encumbering the Lot 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 Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. If such Assessments are not paid, the Claim of Lien may be foreclosed after 90 days after same is outstanding, in the same manner as provided under Florida law for the foreclosure of mortgages.

9.9 Timing of Assessment Payment

All Assessments shall be paid by Lot Owners as established annually by the APV Board and shall be due and payable to the APV in advance on or before the first day of each calendar year. The APV Board, in its discretion, may allow payments of Assessments on a monthly or other basis

9.10 Non-Payment of Assessments

If any Assessment is not paid within fifteen (15) days (or such other period of time established by the APV Board) after the due date, a late fee of \$25.00 per month (or such lesser or greater amount established by the APV Board from time to time), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the APV Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the APV for administrative costs, loss of use of money, and accounting expenses. The APV 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 Lot and improvements thereon, or both. The APV shall not be required to bring such an action if it believes that the best interests of the APV 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 all levels of proceedings, including appeals, collection and bankruptcy. 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 by abandonment of a Lot.

9.11 Subordination of Lien

The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Lot if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or

otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for all unpaid assessments secured by a lien for Assessments encumbering the Lot or chargeable to the former Owner of the Lot, or if the acquirer is the first mortgagee, its liability shall be as provided in Section 720.3085, Florida Statutes as it may be amended from time to time. 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 the operating costs of the APV included within 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 Lot 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.

#### 9.12 Exemption

The APV Board shall have the right to exempt any portion of Poinciana Subdivision subject to this Declaration from the Assessments. The APV Board has exempted all Lots owned by Avatar from Assessments until such Lots are conveyed to a individual purchaser of a Lot. This Section shall not be amended by any party or entity without the prior written approval of Avatar. The following property is also exempt:

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

Common Areas.

Land and improvements owned by governmental entities pursuant to Florida law.

#### 10 Utility Fees

With respect to the real property described on Exhibit F and all of Poinciana Subdivision in Polk County other than Village Ten, commencing one year after the date a Lot buyer agrees to purchase a Lot, the Owner will be responsible for payment of a utility availability fee to Avatar ("Utility Availability Fee"). This Utility Availability Fee is to help Avatar defray the costs and expenses involved in making utility service available to the Lot. The Utility Availability Fee is presently estimated at \$9.00 per month per Lot, subject to adjustment in relation to actual costs and expenses and the Utility Availability Fee shall continue until the utility facilities have been turned over to a utility company. The extent of the utility maintenance program and the amounts expended shall be within the sole discretion of Avatar. This Utility Availability Fee shall constitute a lien against the assessed Lot, and if unpaid, may be collected and enforced by any legal remedies available to Avatar with the Lot Owner being liable for reasonable costs, including attorney's fees. The Lot Owner's responsibility for the Utility Availability Fee shall survive delivery of the deed.

#### 11 Fines, Suspension of Voting, Etc.

##### 11.1 Reserved for future use

11.2 Reserved for future use

11.3 Expenses

All fines and expenses incurred in connection with the violation or breach of this Declaration, other documents governing the Association and its Owners, or in the commencement of any action brought by or against any Owner or the Association regarding the Declaration or Association governing documents, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Assessment against the individual Lot, and shall be immediately due and payable without further notice.

11.4 No Waiver

The failure 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.

11.5 Rights Cumulative

All rights, remedies, and privileges granted to the APV and/or the DCB pursuant to any terms, provisions, covenants or conditions of this Declaration, or Criteria 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.

11.6 Reserved for future use

11.6.1 Suspension of Voting Rights

The APV may suspend the voting rights of any Owner for the nonpayment of regular annual Assessments as provided by law.

11.6.1.1 Director, Committee Member or Officer delinquencies

A director, committee member or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the APV shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

11.6.1.2 Director and Officers offenses

A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. However, if the charges are resolved without a

finding of guilt, the director of officer shall be reinstated for the remainder of his/her term of office, if any.

#### 11.6.2 Suspension of Use Rights

Further, the APV may suspend the rights of an Owner to use Common Areas of the APV so long as such suspension does not impair vehicular and pedestrian ingress and egress from the applicable Lot, including the right to park.

#### 11.6.3 Fines

Each fine shall be an Assessment against the applicable Lot and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Criteria, or other rules and regulations promulgated by the APV shall be treated as a separate violation and, be subject to a separate fine. Fines shall be in such reasonable and uniform amounts as the APV shall determine.

#### 11.6.4 Imposition of Suspensions and fines

Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. The APV Board shall have the authority to promulgate additional procedures from time to time.

### 12 Uniform General Requirements.

The following requirements are applicable to Villages One through Nine.

#### 12.1 Easements.

Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, or quasi-public, as well as for any public or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Avatar reserves the exclusive use of such easements and rights-of-way for purposes of cable television, including, but not limited to, the exclusive right to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across Such easements and rights-of-way for cable television systems. Overhead service wires are permitted across corners of rear yards where side Lot lines do not join in the rear at a common corner.

##### 12.1.1 Additional Temporary Easements.

In addition to the above, there shall be an additional temporary construction easement abutting the exterior sides of each easement herein granted. Said temporary construction easement shall be for the purpose of providing access during the construction of utility improvements and shall terminate upon the completion of improvements. Said easement shall be of unlimited width, except that same shall approach no closer than five (5) feet to any structure existing at time of construction.

#### 12.2 Reserved for future use.

12.3 Avatar's Approval Rights.

Avatar or its designated agent shall have a right to review and approve all plans and specifications submitted to the DCB. The failure of Avatar or its designated agent to give notice of its disapproval of plans and specifications submitted to the DCB within thirty (30) days after receipt thereof shall be deemed to constitute the approval thereof.

12.4 Signs.

No signs of any kind shall be exhibited in any way on or above the property of Poinciana Subdivision, including any and all signs to be painted on any side or face of structure, without written approval from Avatar or its duly authorized agent and the DCB. Avatar reserves the right to approve the erection of certain signs on a temporary basis which would vary from the usual norm of other signs. All other signs shall be in conformance with the Poinciana Signage Requirements of the DCB.

12.5 Pets and Animals.

No husbandry of either animals or fowls shall be conducted or maintained in Poinciana Subdivision; provided, however, that dogs, cats and other household pets, not to exceed two (2) per household, may be kept on the Lots subject to such rules and regulations as may be adopted by the APV Board, so long as they are not kept, bred or maintained for commercial purposes.

12.6 Reserved for future use.

12.7 Vehicles:

No house trailer, mobile or motor home (except in Village Nine and other areas designated for mobile homes), camper, recreation vehicle, boat, boat trailer, bus, inoperable vehicle, commercial vehicle, implement of husbandry, or the like shall be allowed on the residential Lots, driveways or Common Areas. No Lot shall be used as a junk yard or auto graveyard. No other vehicle shall be used for living purposes, except as allowed in areas subsequently zoned for mobile homes. No parking is permitted on the lawn or unpaved area of any Lot. Notwithstanding the foregoing, the APV may issue a three (3) day permit, on a case by case basis, for leisure styled vehicles such as boats, campers, recreation vehicles and the like. Any such permits may be issued once every seven (7) days starting from the date it was first issued. For the purposes of this Declaration and any rules and regulations promulgated by the APV, the following definitions shall apply:

12.7.1 Inoperable Vehicle

"Inoperable Vehicle" shall mean and refer to a house trailer, mobile or motor home (except in Village Nine and other areas designated for mobile homes), camper, recreation vehicle, boat, boat trailer, bus, inoperable vehicle, commercial vehicle, truck, implement of husbandry, or the like of any type or kind (i.e. recreational vehicle, watercraft, trailer, etc.) that (i) appears disabled, wrecked or abandoned; (ii) does not have license plates, bears expired license plates or other registrations; (iii) cannot be lawfully driven or operated on public roadways; (iv) is incapable of operation and/or incapable of self propulsion (i.e. missing or deflated tires, missing wheels, or missing engine components).

### 12.7.2 Commercial Vehicle

"Commercial Vehicle" shall mean and refer to any type or kind of truck, van, service van, utility trailer, tractor, truck tractor, semi-trailer, road roller, flatbed trucks or box trucks of any size, dumpster, pole trailer, caterpillar, bulldozer, crane, backhoe, commercial van or other vehicle of the like of any type or kind (i) with an axle carrying capacity of one (1) ton or greater; and/or (ii) bearing commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use regardless if such vehicle has a cover or "topper" for the cargo-carrying area. However, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one (1) ton or less that do not otherwise satisfy the definition of a Commercial Vehicles (as herein defined) are permitted to be parked on the Lot in accordance with this Declaration and/or any rules and regulations promulgated by the APV.

### 12.7.3 Vehicle Covers

Vehicles may be covered with a cover fitted to the appropriate model vehicle. Tarps, drapes or other covers not fitted to the vehicle are not allowed.

## 12.8 Parking.

### 12.8.1 Permitted Vehicle Parking

All permitted vehicles shall be parked in the Owner's garage or on the Owner's driveway with rear or front car bumper facing garage or carport except where a Lot has a home with a circular driveway or in the case of a home built upon a rear Flag Lot as defined in Paragraph 13.5 hereof. No vehicle is permitted to park or drive on the lawn, landscaped or unpaved area(s) of any Lot or that portion of any adjacent Common Area or public right-of-way, lying between the Lot boundary and any street, or alley.

### 12.8.2 Trailers, Mobile or Motor Homes

No house trailer, mobile or motor home (except in Village Nine and other areas designated for mobile homes), camper, recreation vehicle, recreational vehicle (RV) including all-terrain vehicle (ATV or ATC), dune buggy, boat, jet skis, wave runner, boat trailer, bus, inoperable vehicle, commercial vehicle, implement of husbandry or the like of any type or kind shall be parked on any Lot or that portion of any adjacent Common Area or public right-of-way, lying between the Lot boundary and any street, or alley unless inside a garage or concealed from public view.

### 12.8.3 Commercial Vehicles

Commercial Vehicles are prohibited on the Lots, driveways or Common Areas; however, a Commercial Vehicle may be parked during actual continuous use, delivery, construction, repair, or development of structures or property, or the temporary servicing of or delivery to Lots, homes, and only for the duration of such activity.

#### 12.8.4 Non-resident/visitor parking

While parking on the properties within the Poinciana Subdivision, non-residents and visitors shall follow all parking rules and regulations.

#### 12.8.5 Public Service Vehicle

Nothing in this Section, this Declaration or any rules and regulations promulgated by the APV shall be construed to apply to any public service vehicle, including, but not limited, police, fire or emergency service vehicle.

#### 12.9 No Repairs.

No house trailer, mobile or motor home (except in Village Nine and other areas designated for mobile homes), camper, recreation vehicle, boat, boat trailer, bus, inoperable vehicle, commercial vehicle, truck, implement of husbandry, or the like of any type or kind may be disassembled, serviced or repaired on a Lot or Common Area in such a manner as to be visible from an adjacent Lot or street except in an emergency situation. Minor repair and adjustment, washing or polishing of any vehicle is permitted at the Lot subject to applicable Florida law.

##### 12.9.1 Emergency Repairs

All emergency repairs must be completed within twenty-four (24) hours from the time the vehicle or equipment becomes disabled and if not completed within twenty-four (24) hours, the disabled vehicle or equipment must be removed from the Property or parked in accordance with this Section. Any vehicle or equipment parked or stored in violation of this Declaration or the rules and regulations promulgated by the APV for a period of twenty-four (24) hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period may be towed by the APV from a Lot at the sole cost and expense of the Owner of such vehicle or equipment.

By accepting title to the Lot, the Owner provides to the APV the irrevocable right to tow or remove vehicles parked on the Common Areas of the APV in violation of any provision of this Declaration, the APV's governing documents or any rules or regulations promulgated by the APV. Regardless of where a vehicle is parked, each Owner by acceptance of title to a Lot irrevocably grants the APV and its designated towing service the right to enter a Lot and tow vehicles in violation of any provision of this Declaration, the APV's governing documents or any rules or regulations promulgated by the APV.

Owners are responsible for notifying their invitees, guests, tenants and lessees of the parking restrictions in this Declaration, the APV's governing documents and/or any rule and regulations promulgated by the APV. Neither the APV nor the APV's towing company shall be liable to the owner of any towed vehicle for trespass, conversion or otherwise, or guilty of any criminal act, by reason of such towing or removal, neither its removal, nor failure of the owner of such vehicle to receive any of the notices described herein, shall be grounds for relief of any kind. An Affidavit of the person posting any notice required under this Declaration stating that such notice was properly posted on the a vehicle parked in violation shall be conclusive evidence of proper posting.

#### 12.9.2 Parking Rules

The APV Board may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or parking area on the Lots. Such rules, if promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration.

#### 12.10 Greenways and Waterways.

The owners and occupants of land in the Poinciana Subdivision who have continuous ownership shall have an easement in common for the use of parks, greenways, retardation areas and canal waterways. No structures shall be constructed, dug, or excavated into any of the greenways, retardation areas, or canals until plans for same have been approved in writing by Avatar, or its duly authorized agent and the DCB. Likewise, no vehicle or structure shall be placed in the waterways adjacent to or within the Poinciana Subdivision which will impede navigation or restrict freedom of movement of other vehicles. No boat, houseboat, or other vessel shall be used as a place of abode or dwelling within the Poinciana Subdivision.

#### 12.11 Irrigation.

All buildings shall be connected at the Owner's expense with central water and sewer utilities within ninety (90) days after date of availability. Incidental utility or service structures, and detached garages, shall not be required to make such utility connections. However, wells may be maintained for outside use, including watering of lawns, swimming pools, etc., subject to approval of duly constituted public health authorities and/or public utility. The source of irrigation water shall not be obtained from any APV owned common area.

#### 12.12 Trash Containers for Commercial, Institutional, Multiple Family

All trash container areas and yards for commercial, institutional and multiple family buildings will be screened visually and in a manner which will dampen associated noise. This should be accomplished either with dense shrubbery such as hedges or with wood fences or landscaped masonry walls.

#### 12.13 Real Estate Offices.

No property shall be used for a real estate office, except only upon the written approval of Avatar.

#### 12.14 Commercial Use.

No residential Lot shall be used for commercial purposes of any kind that result in noise, increased traffic, nuisance or otherwise disrupt the residential character of a neighborhood; provided, however, the APV may grant a special exception, upon the application duly made. No Lot granted a special exception for commercial use shall be used exclusively for commercial purposes. A combination of residential and commercial usage is required. Signage shall be in accordance with Section 12.4 of this Declaration.

#### 12.15 Districts.

Avatar or the APV Board may form or cause to be formed one or several general or special improvement or service districts for the purpose of providing for the construction of street lighting, fire districts, pedestrian ways, common parking areas, and for the care and maintenance of common open spaces, parks, greenways, drainage ways, pedestrian ways and

beautification. These districts shall arrange for and defray costs of said care and maintenance by equitable Assessments on Owners. Such districts may cease to exist if at any time any municipality, County, or other public body or improvement district shall assume said care and maintenance.

12.16 Membership in Village Association.

At such time as a deed is delivered to the Owner of a Lot, the Owner of the Lot shall automatically become a member of the Village Association for the Village in which the Lot is located if such association has previously been created by Avatar for such purpose. The jurisdictional boundaries of the Village Association may include any areas in Poinciana Subdivision or annexations thereto specifically designated by Avatar.

12.17 Subdivision of Land.

No Lots, tracts, or parcel's set forth in the recorded plat or subsequent recorded plats of Poinciana Subdivision can be divided or re-subdivided unless all the divided portions thereof are added to the adjacent Lots, tracts, or parcels to create larger adjacent contiguous ownerships, except with the written consent of Avatar. Consent shall not be unreasonably withheld. It is further provided that no Lots, tracts, or parcels be subdivided so as to create a violation of any of the restrictions herein established. In the event a Lot is increased in size by the addition of a portion of the adjacent Lot, any encroachment on the utility easements in the interior of the increased Lot is hereby waived and such easement is hereby deemed removed to the perimeter of said increased Lot and original easement heretofore reserved is hereby vacated. The Owner of combined Lots must pay the Assessments due on each Lot unless the structure built on the combined Lots straddles the interior Lot boundaries.

13 Residential Dwellings.

In addition and supplemental to the foregoing restrictions, the DCB Criteria and the following restrictions, reservations and easements shall apply to and govern the erection and maintenance of single, duplex and multiple dwellings in Villages One through Nine.

13.1 Garbage and Trash.

No trash, garbage, construction debris or other waste material or refuse shall be placed or stored on any part of the property except in covered or sealed containers approved by the DCB. After construction is complete on a lot, all such containers must be stored within each residence or concealed by means of a wall or enclosure approved by the DCB. No trash, garbage or other waste material and refuse shall be placed or stored at the front of the property or on the driveway. Trash, garbage, recycle containers may be stored at the rear or at the side of the property. If stored on the side of the property, containers must be a minimum of ten (10) feet from the front of the house and shall be inconspicuous from street view. All trash, garbage, recycle and other material or refuse may be placed curbside the evening prior to scheduled pick up. Containers must be brought in the evening of the pickup day. Trash containers in Village Nine (Broadmoor) may be stored in the carport and may be visible from the street.

13.2 No Short Term Rentals

No residential unit shall be rented for less than a six-month initial term. Short term or "Air B&B" type rentals are not permitted. Residential units may not be advertised as available for rent for less than a six-month initial term.

13.3 No Outside Storage.

The Lot and improvements shall be maintained in good, clean and attractive condition. No outside storage is allowed. All personal property of Owners or other occupants of dwelling shall be stored within the dwelling or ancillary structure. No personal property, except usual patio furniture may be stored outside of a dwelling. This includes placing items outside of the dwelling unit and/or enclosed accessory structure for more than 24 hours, whether such storage is intended to be permanent or temporary. Items that may not be stored outside include, but are not limited to: tires, auto parts, concrete blocks, bricks and pavers, wood and other construction materials, appliances, exercise equipment (unless permanently installed and approved by the DCB), tools, utility trailers and indoor furniture or other items normally kept inside and are subject to damage by exposure to weather. Patio furniture and portable barbeque grills may not be stored in the front of the property or where visible from the street. Because of the open design of Lots in Village Nine (Broadmoor), patio furniture and barbeque grills may be visible from the street and may be stored in the carport in Village Nine.

13.4 Garages.

There shall not be erected or maintained on the property of that part of the Poinciana Subdivision which is designated herein exclusively for single family residential purposes, any structure of any kind other than a one-family dwelling and suitable accessory building, such as garage or carport. No garage or accessory buildings shall be used as living quarters. All garages must be built on rear half of Lot unless attached to the house.

13.5 Flag Lot.

A Flag Lot has the basic formation set forth on Exhibit G hereof ("Typical Flag Lots") or as set forth on Exhibit H hereof ("Non-Typical Flag Lots"), each of which has parcels marked "A," "B" and "C." The front Lot line is that portion of the Lot which abuts the greenway, golf course, open space or waterway or, with respect to rear Flag Lots, the portion of the Lot which abuts the driveway. When more than one side of the Lot abuts a greenway, the front Lot line is defined as the Lot line abutting the major greenway.

13.5.1 Tenants In Common.

The Owners of the two residential Flag Lots fronting (contiguous to) the street lying on either side of the said driveway tract, together with the Owners of the rear two Flag Lots served access by the driveway tract for ingress and egress shall be tenants in common, each as to an undivided one-fourth (1/4) interest, all to the entire of said driveway tract. Said respective ownership interest of an undivided one-fourth (1/4) interest in the driveway parcel shall constitute an appurtenant additional interest to the rights of ownership of the respective residential Lot adjacent to or lying to the rear of the subject driveway parcel, and the title to said appurtenance shall follow and be concurrent to the ownership of the respective residential Lot. Any person hereinafter acquiring title to any such residential Lot agrees that the title to such Lot and the said appurtenant undivided one-fourth (1/4) interest in the driveway parcel is perpetually unified and made concurrent, to the result that such unity of title shall forever be a covenant running with the land and that the benefits and burdens of such ownership of said appurtenance shall be attributable to and a charge and lien upon the ownership of the fee simple title of the respective residential Lot,

including an assumption by the Owner thereof of the responsibility for maintenance and payment of ad valorem taxes, all in addition to the rights of possession, all as hereinafter set forth. As to the Owner of a residential Lot adjacent to parcel "A" or "B", respectively, such Owner shall become obligated to maintain the grass and all landscaping planted along the border of said parcel "A" or "B" lying adjacent to such Owner's respective Lot and to the driveway parcel "C". The Owner assuming the above said duties of maintenance as to parcel "A" or parcel "B" shall have as to that specific parcel exclusive rights to possession and enjoyment to the exclusion of all other persons, which rights of use, possession and enjoyment, except as needed by rear Lot Owners for parcel "C" maintenance, shall include the right fully to occupy same in all manner and respect as the rights are attributed to the Owner's residential Lot adjacent thereto. Said Owner also agrees to pay an undivided one-fourth (1/4) of all Assessments and/or ad valorem taxes imposed on the driveway parcel by any governmental authority.

#### 13.5.2 Sharing of Expense.

The Owners of either of the rear Flag Lots shall have the full and undiminished right to use and occupancy of the driveway (parcel "C") and all rights of ingress and egress to his respective Lot over and across said driveways, to the exclusion of all other persons, excepting only the owner of the other adjacent rear Lot also served by the same said driveway parcel "C". It shall be a covenant running with the land that each of said rear Flag Lot Owners have the concurrent obligation for the maintenance of the surface and appearance of said driveway (parcel "C") and also shall pay an undivided one-fourth (1/4) of all taxes or assessments made by any governmental authority thereon.

#### 13.5.3 Reserved for future use.

#### 13.5.4 Exceptions.

None of the provisions of this Section 13.5 shall apply to the Owner of a Flag Lot or the Owner of either of the two residential Lots fronting (contiguous to) the street lying on either side of the said driveway tract unless the deed from Avatar shall also include in the lands conveyed thereby the appurtenant undivided one-fourth (1/4) interest in the driveway parcel. Nothing herein contained, however, shall prevent at any time in the future, the owners of Flag Lots or the fronting residential Lots contiguous to the Flag Lot stems from voluntarily agreeing to be bound by the provisions of this Section 13.5, other than this subsection, by filing in the Public Records of the applicable County an instrument in writing agreeing to privity of title as between all four of any such Lots, each as to an undivided one-fourth (1/4) interest in said driveway parcel as then made unified. After the filing of such instrument in the Public Records of the applicable County, the covenants running with the lands, as recited in this Section 13.5, shall thereafter apply.

#### 14 Commercial.

The following restrictions, reservations and easements shall apply to and govern the erection and maintenance of Commercial Buildings in Villages One through Nine, all of which are limited and restricted to those sections and areas of Poinciana Subdivision as are zoned for that purpose. Setback requirements for Commercial Buildings are set forth in the DCB Criteria. In addition, all Commercial Buildings must meet all applicable regulations of the applicable County.

14.1 Parking.

The front and rear setback areas may be utilized for parking. No vehicular parking shall be allowed on the front building setback portion of any Lot unless provisions are established, to the satisfaction of Avatar and the County to prevent the vehicles departing such premises from backing onto the traveled portions of adjacent streets. In all such departures, the vehicles must use only Avatar and the County approved exits.

14.2 Required Paving and Construction.

As part of the construction of each building erected in a commercial area of Poinciana Subdivision, there shall be included a sidewalk in accordance with the applicable County Code and/or Regulations. Likewise, as part of the construction of each building, there shall be constructed concrete curbing and gutters, and storm sewers, plus that portion of the unpaved street fronting on each such building, lying between the side curb and gutter and the street, as paved by Avatar, shall be paved. All of the construction required by this Section shall be at the expense of the Lot Owner and shall be paid for by the Lot Owner at the prevailing rate, concurrently with the erection of a building or buildings. It is further understood that Lot Owners who erect buildings on only a fractional portion of a Lot must provide the herein above-detailed curbs, sidewalks, gutters and paving for the entire Lot. All structures erected must be of a permanent building material and must include adequate toilet facilities for Owners and/or occupants and their employees. No building shall be used or occupied as living quarters except for bonafide hotels and motels.

14.3 Use Restrictions for Areas Zoned Commercial.

The use restrictions for areas zoned Commercial shall be as follows: retail businesses or services; parking lots and parking garages; hotels, offices, banks, theaters; wholesaling; dry cleaning plants; newspaper offices, printing establishments; public buildings; gasoline service stations; funeral parlors; auto sales and repair service; bus and truck terminals; tourist courts, motel and apartment motels, baking establishments; radio or television studios and transmission towers; recreation and entertainment facilities; or any other business the operation of which is not noxious, offensive, or injurious to the properties or the occupants thereof in districts of higher restrictive classifications by reason of the emission of odor, dust, dirt, smoke, gas, fumes, cinders, noise, refuse matter, vapor, vibration, radioactive or other similar substance or conditions; provided, however, that site development plans accompany the user application for building permits and use and plans are approved by Avatar, the DCB and the applicable County. The use restrictions shall be at least as restrictive as the restrictions imposed on areas zoned or subsequently zoned Commercial under the applicable County Zoning Code. Further, no gasoline stations or service stations shall be permitted in areas designated Commercial unless approved in writing by Avatar.

14.4 Party Walls.

When and where the use of a party wall is not in conflict with the laws and regulations governing fire protection, party walls are permissible in a Commercial Building by the mutual consent of all parties concerned.

14.5 Modification or Waiver.

The above restrictions shall refer in general to all Commercial property in Poinciana Subdivision. These restrictions may be modified and waived where a developer can demonstrate

an adequate or more desirable solution to the satisfaction of the applicable County, Avatar and the APV. Without limiting any other provision hereof, the DCB must approve all Commercial building site plans

We HEREBY CERTIFY that this Amended and Restated Poinciana Subdivision Declaration was adopted by a majority of the members of the board of directors on February 15, 2023 after giving no less than 14 days' written notice to owners in advance of the meeting.

**Association of Poinciana Villages, Inc.**

BY: [Signature]  
Joel Haugh, \_\_\_\_\_

**WITNESSES:**

[Signature]  
Signature  
Print Name: TRISH B. Moore

**ATTEST**

BY: [Signature]  
Edward Drexel, \_\_\_\_\_

[Signature]  
Signature  
Print Name: Rosaida Morales

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of (mark one)  physical presence or  online notarization, this 15th day of February, 2023, by Joel Haugh as Asst. Sec./Treas. and Edward Drexel as Sec./Treas. who are personally known to me (if so check here ) or have produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Printed name: ENILIA BATISTA

## Exhibit A

### Legal Description of Poinciana Subdivision

#### Osceola County

Poinciana Neighborhood 1 North, Village 1 recorded in Plat Book 3 at Page 1 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 1 South, Village 1 recorded in Plat Book 3 at Page 9 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 2, Village 1 recorded in Plat Book 3 at Page 17 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 South, Village 1 recorded in Plat Book 3 at Page 53 in the Public Records of Osceola County, Florida, less Poinciana Towne Center recorded in Plat Book 10 at Page 48, less Burger King at Poinciana Towne Center recorded in Plat Book 10 at Page 142, both in the Public Records of Osceola County, Florida, and less Poinciana Neighborhood 5, Village 1 recorded in Plat Book 3 at Page 231 of the Public Records of Osceola County, Florida.

Burger King at Poinciana Towne Center recorded in Plat Book 10 at Page 142 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 East, Village 1 recorded in Plat Book 3 at Page 32 in the Public Records of Osceola County, Florida, less Poinciana Villas recorded in Plat Book 4 at Page 191 in the Public Records of Osceola County, Florida.

Poinciana Villas recorded in Plat Book 4 at Page 191 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 West, Village 1 recorded in Plat Book 3 at Page 39 in the Public Records of Osceola County, Florida, less Coopersmith at Poinciana recorded in Plat Book 3 at Page 268, less Peppertree at Cypress Woods, Unit 1 recorded in Plat Book 9 at Page 82, Jess Peppertree at Cypress Woods, Unit 2 recorded in Plat Book 10 at Page 70, less Pinehurst at Cypress Woods recorded in Plat Book 9 at Page 84, less The Oaks at Cypress Woods recorded in Plat Book 8 at Page 118, and less Tamarind Parke at Cypress Woods Unit 1 recorded in Plat Book 11 at Page 179, all in the Public Records of Osceola County, Florida.

Coopersmith at Poinciana recorded in Plat Book 3 at Page 268 in the Public Records of Osceola County, Florida.

Peppertree at Cypress Woods, Unit 1 recorded in Plat Book 9 at Page 82 in the Public Records of Osceola County, Florida.

Peppertree at Cypress Woods, Unit 2 recorded in Plat Book 10 at Page 70 in the Public Records of Osceola County, Florida.

Pinehurst at Cypress Woods recorded in Plat Book 9 at Page 84 in the Public Records of Osceola County, Florida.

The Oaks at Cypress Woods recorded in Plat Book 8 at Page 118 in the Public Records of Osceola County, Florida, less The Oaks at Cypress Wood Replat recorded in Plat Book 9 at Page 115. in the Public Records of Osceola County, Florida.

The Oaks at Cypress Woods Replat recorded in Plat Book 9 at Page 115 in the Public Records of Osceola County, Florida.

Tamarind Parke at Cypress Woods Unit 1 recorded in Plat Book 11 at Page 179 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 4, Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 5, Village 1 recorded in Plat Book 3 at Page 231 in the Public Records of Osceola County, Florida, less Golf Villas at Poinciana recorded in Plat Book 2 at Page 228 in the Public Records of Osceola County, Florida.

Golf Villas at Poinciana recorded in Plat Book 2 at Page 228 in the Public Records of Osceola County, Florida.

Poinciana Towne Center in Plat Book 10 Page 48 in the Official Records of Osceola County, Florida.

Promenade Plat Book 11 Page 183 in the Official Records of Osceola County, Florida.

Promenade Replat Plat Book 13 Page 33 in the Official Records of Osceola County, Florida.

WAL-MART Supercenter At Poinciana Neighborhood 3 South in Plat Book 16 age 46 in the Official Records of Osceola County, Florida.

Peoples First Community Bank Plat Book 16 Page 107 in the Official Records of Osceola County, Florida.

American Court Replat recorded in Plat Book 7 Page 87 in the Official Records of Osceola County, Florida.

Regency Pointe recorded in Plat Book 7 Page 173 in the Official Records of Osceola County, Florida.

The Oaks at Cypress Woods Replat recorded in Plat Book 9 Page 15 in the Official Records of Osceola County, Florida.

Tamarind Parke at Cypress Woods, Unit 2 recorded in Plat Book 12 Page 176 in the Official Records of Osceola County, Florida.

Banyan Cove at Cypress Woods recorded in Plat Book 13 Page 197 in the Official Records of Osceola County, Florida.

Maple Chase at Cypress Woods recorded in Plat Book 16 Page 32 in the Official Records of Osceola County, Florida.

Fieldstone at Cypress Woods West recorded in Plat Book 18 Page 18 in the Official Records of Osceola County, Florida.

Stepping Stone Plat Book 27 Page 105 in the Official Records of Osceola County, Florida

Stepping Stone POD A Phase 1 Plat Book 30 Page 100 in the Official Records of Osceola County, Florida

Stepping Stone POD A Phase 2 Plat Book 31 Page 123 in the Official Records of Osceola County, Florida

Poinciana Replat Number One recorded in Plat Book 13 Page 22 in the Official Records of Osceola County, Florida.

Poinciana Towne Center Replat in Plat Book 20 Page 140 in the Official Records of Osceola County, Florida.

Poinciana Towne Center Replat - Phase 2 Plat Book 21 Page 100 in the Official Records of Osceola County, Florida.

Promenade Replat Plat Book 13 Page 33 in the Official Records of Osceola County, Florida.

Promenade Replat Plat #2 Book 21 Page 16 in the Official Records of Osceola County, Florida.

Pointe-Phase One Plat Book 19 Page 127 in the Official Records of Osceola County, Florida.

Cypress Parkway Commercial Subdivision Plat Book 23 Page 79 in the Official Records of Osceola County, Florida.

Shoppes at Poinciana Plat Book 25 Page 69 in the Official Records of Osceola County, Florida.

Shoppes at Poinciana Phase II Plat Book 26 Page 166 in the Official Records of Osceola County, Florida.

Cypress Courtyard Plat Book 22 Page 52 in the Official Records of Osceola County, Florida.

Cypress Courtyard Replat Plat Book 22 Page 192 in the Official Records of Osceola County, Florida.

Cypress Point @Poinciana Town Center Plat Book 24 Page 159 in the Official Records of Osceola County, Florida.

Poinciana Towne Center West Plat Book 16 Page 125 in the Official Records of Osceola County, Florida.

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 11272800000100000 and more specifically described as:

BEG AT NE COR OF LOT 5, SOLIVITA MARKETPLACE PB 18 PG 120, S 55 DEG W 21.88 FT, S 67 DEG W 22.06 FT, S 73 DEG W 348.15 FT, W 658.96 FT, S 282.26 FT, W 375.35 FT, CON'T W 314.03 FT, N 237.48 FT, E 589.46 FT, N 1030.86 FT, W 1265.09 FT, S 04 DEG E 11.05 FT, S 16 DEG W 46.03 FT, S 54 DEG W 498.04 FT, S 76 DEG W 115.45 FT, S 889.76 FT, W 1156.03 FT, N 1683.78 FT TO POC, CURVE LEFT, RAD 1275 FT, CENT ANG 29 DEG, (CH BEARING N 14 DEG W 641.83 FT), NWLY ALONG CURVE 648.80 FT, N 29 DEG W 1644.44 FT TO POC, CURVE RIGHT, RAD 1975 FT, CENT ANG 17 DEG, (CH BEARING N 21 DEG W 569.84 FT), NWLY ALONG CURVE 571.83 FT, N 14 DEG E 11.77 FT, N 40 DEG E 72.62 FT, N 65 DEG E 72.62 FT, S 89 DEG E 87.31 FT, S 54 DEG E 108.74 FT, S 44 DEG E 137.89 FT, N 62 DEG E 54.53 FT, N 67 DEG E 83.42 FT, N 76 DEG E 83.42 FT, N 84 DEG E 83.42 FT, N 65 DEG E 42.67 FT, N 30 DEG E 69.78 FT, N 39 DEG E 90.50 FT, N 52 DEG E 90.50 FT, N 66 DEG E 90.55 FT, N 80 DEG E 94.84 FT, S 81 DEG E 99.65 FT, N 26 DEG E 35.36 FT, N 08 DEG W 302.67 FT TO S R/W LINE KOA ST, N 82 DEG E 378.53 FT TO POC, CURVE RIGHT, RAD 25 FT, CENT ANG 92 DEG, (CH BEARING S 52 DEG E 35.95 FT), SELY ALONG CURVE 40.12 FT TO COMP CURVE, RAD 950 FT, CENT ANG 07 DEG, (CH BEARING S 03 DEG E 116.23 FT), SELY ALONG CURVE 116.30 FT TO REV CURVE, CURVE LEFT, RAD 1190 FT, CENT ANG 18 DEG, (CH BEARING S 08 DEG E 377.89 FT), SELY ALONG CURVE 379.50 FT TO REV CURVE, CURVE RIGHT, RAD 25 FT, CENT ANG 88 DEG, (CH BEARING S 27 DEG W 34.76 FT), SWLY ALONG CURVE 38.43 FT, S 19 DEG E 50 FT TO POC, CONC SWLY, RAD 25 FT, CENT ANG 89 DEG, (CH BEARING S 65 DEG E 34.98 FT), SELY ALONG CURVE 38.74 FT TO REV CURVE, RAD 3050 FT, CENT ANG 05 DEG, (CH BEARING S 23 DEG E 269.59 FT), SELY ALONG CURVE 269.68 FT TO COMP CURVE, RAD 550 FT, CENT ANG 27 DEG, (CH BEARING S 39 DEG E 259.23 FT), SELY ALONG CURVE 261.70 FT TO REV CURVE, CURVE RIGHT, RAD 25 FT, CENT ANG 85 DEG, (CH BEARING S 10 DEG E 33.78 FT), SELY ALONG CURVE 37.09 FT, S 58 DEG E 50 FT TO POC, CONC SLY, RAD 25 FT, CENT ANG 85 DEG, (CH BEARING N 75 DEG E 33.78 FT), NELY ALONG 37.09 FT TO REV CURVE, CURVE LEFT, RAD 550 FT, CENT ANG 27 DEG, (CH BEARING S 76 DEG E 255.13 FT), SELY ALONG CURVE 257.47 FT, E 152.41 FT

TO POC, CURVE RIGHT, RAD 1570 FT, CENT ANG 14 DEG, ( CH BEARING S 83 DEG E 369.64 FT), SELY ALONG CURVE 370.50 FT TO COMP CURVE, RAD 750 FT, CENT ANG 14 DEG, (CH BEARING S 69 DEG E 178 FT), SELY ALONG CURVE 178.42 FT, S 63 DEG E 366.44 FT, CONT S 63 DEG E 188.09 FT TO POC, CURVE LEFT, RAD 540 FT, CENT ANG 60 DEG, (CH BEARING N 88 DEG E 538.53 FT), NELY ALONG CURVE 563.80 FT, N 58 DEG E 57.56 FT TO POC, CURVE LEFT, RAD 630 FT, CENT ANG 28 DEG, (CH BEARING N 44 DEG E 300.45 FT), NELY ALONG CURVE 303.37 FT, N 30 DEG E 33.44 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 78 DEG, (CH BEARING N 69 DEG E 125.74 FT), NELY ALONG CURVE 135.98 FT TO REV CURVE, RAD 210.50 FT, CENT ANG 83 DEG, (CH BEARING N 66 DEG E 279.30 FT), NELY ALONG CURVE NELY 305.38 FT TO REV CURVE, RAD 175 FT, CENT ANG 66 DEG, ( CH BEARING N 58 DEG E 189.89 FT), NELY ALONG CURVE 200.71 FT, S 89 DEG E 266.76 FT TO POC, CURVE RIGHT, RAD 50 FT, CENT ANG 92 DEG, (CH BEARING S 44 DEG E 71.65 FT), SELY ALONG CURVE 79.87 FT TO WLY R/W LINE OF MARIGOLD AVE & PT OF COMP CURVE, RAD 3744.72 FT, CENT ANG 08 DEG, (CH BEARING S 06 DEG W 547.55 FT), SWLY ALONG CURVE 548.04 FT, S 10 DEG W 296.24 FT, W 754.93 FT, S 551.61 FT, E 674.63 FT TO POC, CONC ELY, RAD 3894.72 FT, (CH BEARING S 06 DEG E 1452.70 FT), SELY ALONG CURVE 1452.70 FT, S 17 DEG E 703.24 FT TO POB LESS BEG AT NE COR OF LOT 5, SOLIVITA MARKETPLACE PB 18 PG 120, SAID PT ALSO LYING ON WLY R/W LINE OF MARIGOLD AVE, S 55 DEG W 21.88 FT, S 67 DEG W 22.06 FT, S 73 DEG W 219.29 FT, N 17 DEG W 202 FT, N 73 DEG E 262.18 FT, S 17 DEG E 192.90 FT TO POB 12/27/28

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000600000 and more specifically described as:  
COM AT SE COR OF FIELDSTONE AT CYPRESS WOODS WEST, PB 18 PGS 18-19, BEING ON POC, CONC NWLY, RAD 3744.72 FT, CENT ANG 08 DEG, (CH BEARING S 06 DEG W 547.55 FT), SWLY ALONG CURVE 548.04 FT, S 10 DEG W 296.24 FT TO POB; CONT S 10 DEG W 153.30 FT TO POC, CONC LEFT, RAD 3894.72 FT, CENT ANG 06 DEG, (CH BEARING S 07 DEG W 404.28 FT), SWLY ALONG CURVE 404.46 FT, W 674.65 FT, N 551.61 FT, E 754.98 FT TO POB

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000400000 and more specifically described as:  
COM AT SW COR OF 12-27-28, W 314.03 FT TO POB; N 307.48 FT, W 70.51 FT, N 597.49 FT, E 660 FT, N 363.37 FT, W 1265.09 FT, S 04 DEG E 11.05 FT, S 16 DEG W 46.03 FT TO NON-TAN CURVE, CURVE RIGHT, RAD 840 FT, CENT ANG 34 DEG, (CH BEARING S 54 DEG W 498.04 FT), ALONG CURVE 505.64 FT TO COMP CURVE, CURVE RIGHT, RAD 764.50 FT, CENT ANG 09 DEG, (CH BEARING S 76 DEG W 115.45 FT), ALONG CURVE 115.56 FT, S 889.76 FT, E 1204.25 FT TO POB LESS COM AT SW COR OF 12-27-28, E 275.35 FT, N 796.17 FT, W 68.50 FT TO

POB; N 149.50 FT, W 250.50 FT, S 149.50 FT, E 53.30 FT, S 8.50 FT, E 91 FT, N 8.50 FT, E 106.20 FT TO POB

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000300000 and more specifically described as:  
COM AT SW COR OF 12-27-28, E 275.35 FT, N 238.74 FT TO POB; CONT N 667.49 FT, W 660 FT, S 597.49 FT, E 70.51 FT, S 70 FT, E 589.47 FT TO POB LESS COM AT SW COR OF 12-27-28, E 275.35 FT, N 796.17 FT, W 68.50 FT TO POB; N 149.50 FT, W 250.50 FT, S 149.50 FT, E 53.30 FT, S 8.50 FT, E 91 FT, N 8.50 FT, E 106.20 FT TO POB

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000150000 and more specifically described as:  
BEG AT NE COR OF LOT 5, SOLIVITA MARKETPLACE PB 18 PG 120, SAID PT ALSO LYING ON WLY R/W LINE OF MARIGOLD AVE, S 55 DEG W 21.88 FT, S 67 DEG W 22.06 FT, S 73 DEG W 219.29 FT, N 17 DEG W 202 FT, N 73 DEG E 262.18 FT, S 17 DEG E 192.90 FT TO POB

Solivita Marketplace recorded in Plat Book 18 Page 120 in the Public Records of Osceola County, Florida

Poinciana Neighborhood 1, Village 2 recorded in Plat Book 3 at Page 69 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3, Village 2 recorded in Plat Book 3 at Page 109 in the Public Records of Osceola County, Florida.

Broadmoor recorded in Plat Book 3 at Page 263 in the Public Records of Osceola County, Florida.

Site 3 of Tract B, Site 3 of Tract C, Tract F, Tract J and Tract K as shown on Poinciana Office and Industrial Park I, Section A recorded in Plat Book 3 at Page 208 in the Public Records of Osceola County, Florida.

Tract A of Poinciana Office and Industrial Park IV, recorded in Plat Book 3 at Page 259 in the Public Records of Osceola County, Florida.

#### Polk County

Poinciana Neighborhood 1, Village 3 recorded in Plat Book 52 at Page 8 in the Public Records of Polk County, Florida, less Replat of a Portion of Poinciana Neighborhood 1, Village 3 recorded in Plat Book 58 at Page 31, and less Poinciana Cypress Point-2 recorded in Plat Book 59 at Page 45, both in the Public Records of Polk County, Florida.

Replat of Portion of Poinciana Neighborhood 1, Village 3 recorded in Plat Book 58 at Page 31 in the Public Records of Polk County, Florida, less Golf Villas at Poinciana recorded in Plat Book 72 at Page 16 in the Public Records of Polk County, Florida.

Golf Villas II at Poinciana recorded in Plat Book 72 at Page 16 in the Public Records of Polk County, Florida, less Replat No. 1 of Golf Villas II at Poinciana recorded in Plat Book 83 at Page 20 in the Public Records of Polk County, Florida.

Replat No. 1 of Golf Villas II at Poinciana recorded in Plat Book 83 at Page 20 in the Public Records of Polk County, Florida.

Poinciana Cypress Point-2 recorded in Plat Book 59 at Page 45 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2, Village 3 recorded in Plat Book 54 at Page 12 in the Public Records of Polk County, Florida less that portion vacated by the Resolution Vacating Plat recorded in Plat Book 4230 at Page 1211 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3, Village 3 recorded in Plat Book 52 at Page 19 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 5 North, Village 3 recorded in Plat Book 54 at Page 27 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 5 South, Village 3 recorded in Plat Book 54 at Page 21 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 6 North, Village 3 recorded in Plat Book 52 at Page 42 in the Public Records of Polk County, Florida, less that portion vacated by the Resolution Vacating Plat recorded in Plat Book 4230 at Page 1211 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 6 South, Village 3 recorded in Plat Book 54 at Page 43 in the Public Records of Polk County, Florida.

PORTION OF REPLAT OF POINCIANA NEIGHBORHOOD 1 WEST-NORTH, VILLAGE4: TRACT A, TRACT B AND THAT PORTION OF VACATED HUCKELBERRY A VENUE, LYING NORTH OF THE NORTH RIGHT OF WAY LINE OF CYPRESS PARKWAY AND SOUTH OF THE NORTH LINE OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 28 EAST, AS SHOWN ON THE REPLAT OF POINCIANA NEIGHBORHOOD 1 WEST-NORTH, VILLAGE 4, AS RECORDED IN PLAT BOOK 62, PAGES 33 THROUGH 35, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Poinciana Neighborhood 1, Village 5 recorded in Plat Book 3 at Page 144 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 2, Village 5 recorded in Plat Book 3 at Page 159 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3, Village 5 recorded in Plat Book 3 at Page 170 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 East, Village 6 recorded in Plat Book 62 at Page 36 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 West North, Village 6 recorded in Plat Book 60 at Page 13 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 West-South, Village 6 recorded in Plat Book 60 at Page 23 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 4, Village 6 recorded in Plat Book 57 at Page 27 in the Public Records of Polk County, Florida.

Lake Marion Golf Resort recorded in Plat Book 112 Page 35 in the Official Records of Polk County, Florida.

Lake Marion Golf Resort Phase Two recorded in Plat Book 119 Page 8 in the Official Records of Polk County, Florida.

Tuscany Preserve Phase 3 recorded in Plat Book 150 Page 15 in the Official Records of Polk County, Florida.

Tuscany Preserve Phase 4, North Phase recorded in Plat Book 168 Page 30 in the Official Records of Polk County, Florida.

Poinciana Neighborhood 1 West, Village 7 recorded in Plat Book 52 at Page 50 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2 East, Village 7 recorded in Plat Book 53 at Page 1 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2 West, Village 7 recorded in Plat Book 55 at Page 5 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 North, Village 7 recorded in Plat Book 63 at Page 19 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 South, Village 7 recorded in Plat Book 62 at Page 39 in the Public Records of Polk County, Florida, less Poinciana Neighborhood 3 South, Village 7 Replat of Tract R & Part of Tract Q recorded in Plat Book 88 at Page 31 in the Public Records of Polk County, Florida.

Poinciana Replat of Tract R & Part of Tract Q Neighborhood 3 South, Village 7 recorded in Plat Book 88 at Page 31 in the Public Records of Polk County, Florida

Poinciana Neighborhood 3 South, Village 7 Replat of Tract R & Part of Tract Q recorded in Plat Book 88 at Page 31 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 4, Village 7 recorded in Plat Book 53 at Page 4 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 5, Village 7 recorded in Plat Book 53 at Page 19 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 6, Village 7 recorded in Plat Book 61 at Page 29 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 7, Village 7 recorded in Plat Book 62 at Page 47 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 1, Village 8 recorded in Plat Book 57 at Page 42 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2, Village 8 recorded in Plat Book 53 at Page 29 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 East, Village 8 recorded in Plat Book 58 at Page 1 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 West, Village 8 recorded in Plat Book 53 at Page 44 in the Public Records of Polk County, Florida.

Poinciana Office and Industrial Park VII, recorded in Plat Book 61 at Page 4 in the Public Records of Polk County, Florida less Tracts 4 & 5.

Also described as Lake Deer, a proposed plat.

Also described as:

ALL OF POINCIANA OFFICE AND INDUSTRIAL PARK VII, LESS AND EXCEPT LOTS E AND F, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 4 AND 5; TOGETHER WITH A PORTION OF TRACTS A AND B, POINCIANA, NEIGHBORHOOD 3 WEST, VILLAGE 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 44 THROUGH 49, ALL INCLUSIVE OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LYING IN SECTION 22 TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; RUN THENCE ALONG THE EASTERLY BOUNDARY THEREOF, N.01°14'11"W., A DISTANCE OF 75.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF LAKE HATCHINEHA ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-

WAY LINE, S.89°16'48" W., A DISTANCE OF 1326.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF MARIGOLD AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES; 1) NORTHWESTERLY, 78.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°59'36" (CHORD BEARING N.45°43'24" W., 70.71 FEET); 2) N.00°43'37" W., A DISTANCE OF 1071.83 FEET; 3) NORTHERLY, 210.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3093.00 FEET AND A CENTRAL ANGLE OF 03°53'38" (CHORD BEARING N.02°40'26" W., 210.16 FEET); 4) N.04°37'15" W., A DISTANCE OF 1815.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT F; THENCE ALONG THE SOUTHERLY BOUNDARY THEREOF, N.87°00'09" E., A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT F; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOTS F AND E, N.02°59'39" W. A DISTANCE OF 639.85 FEET TO THE NORTHEAST CORNER OF SAID LOT E; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF, S.87°00'09" W., A DISTANCE OF 678.13 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT E, ALSO BEING THE POINT OF INTERSECTION WITH AFORESAID EASTERLY RIGHT-OF-WAY OF MARIGOLD AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N.04°37'15" W., A DISTANCE OF 1485.85 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 22; THENCE ALONG SAID NORTHERLY BOUNDARY, N.87°55'48" E., A DISTANCE OF 570.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD OF SAID POINCIANA, NEIGHBORHOOD 3 WEST, VILLAGE 8; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S. 4°37'15" E., A DISTANCE OF 306.40 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF AFORESAID POINCIANA OFFICE AND INDUSTRIAL PARK VII; THENCE ALONG SAID NORTHERLY BOUNDARY, N.85°54'00" E., A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID CEDAR ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N.04°37'15" W., A DISTANCE OF 303.57 FEET TO A POINT ON AFORESAID NORTHERLY BOUNDARY OF SECTION 22; THENCE ALONG SAID NORTH BOUNDARY, N.87°55'48" E., A DISTANCE OF 964.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE EASTERLY BOUNDARY THEREOF THE FOLLOWING TWO (2) COURSES: 1) S. 01°00'14" E., A DISTANCE OF 2718.81 FEET; 2) S. 01°14'11" E., A DISTANCE OF 2583.11 FEET TO THE POINT OF BEGINNING.

Exhibit B

Reserved for future use.

Exhibit C

**ARTICLES OF INCORPORATION  
OF  
ASSOCIATION OF POINCIANA VILLAGES, INC.  
(A CORPORATION NOT FOR PROFIT)**

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ARTICLES OF INCORPORATION  
OF  
ASSOCIATION OF POINCIANA VILLAGES, 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 ASSOCIATION OF POINCIANA VILLAGES, INC. (the "APV").
2. Principal Office. The principal office of the APV is 401 Walnut Street, Kissimmee, Florida 34759 or such other location as shall be designated by the Board of Directors.
3. Registered Office - Registered Agent. The street address of the Registered Office of the APV is 401 Walnut Street, Kissimmee, Florida 34759. The name of the Registered Agent of the APV is Rockell Y. Brown.
4. Applicable Law. The APV is incorporated as a corporation not for profit under the provisions of Chapter 617 Florida Statutes, as amended, of the laws of 1969, and regulated under the provisions of Chapter 720 Florida Statutes.
5. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition, the following terms shall have the following meanings:
  - "APV Board" shall mean the Board of Directors of the APV.
  - "Declaration" shall mean the Poinciana Subdivision Declaration recorded or to be recorded in Polk and Osceola Counties.
  - "DCB" shall mean the Design Control Board established by the APV.
  - "Director" shall mean each Director serving on the APV's Board of Directors.
  - "Members" shall mean all of the Owners.
  - "Owner" shall mean the Owner of a Lot, including a Bulk Land Owner.
6. Not for Profit. The APV is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Purposes and Powers of the APV. The purposes for which the APV is formed are as follows:

7.1. To organize and operate a non-profit civic organization which shall be organized and operated exclusively for the promotion of the health, safety, common good, general convenience and social welfare of the Owners and residents of property in Poinciana Subdivision, according to several plats thereof, now or hereafter recorded in the Public Records of Osceola and Polk Counties, Florida, and which persons shall own or reside on property in any of the Villages shown and described in such platted lands. The APV is formed and directed pursuant thereto, to provide for the maintenance, efficient operation, preservation and extension of the Common Areas in all the portions and areas of Poinciana Subdivision, coming within the ownership or control of the APV, together with the creating and support of additional such services, improvements and community facilities in subsequently-acquired additional Common Areas coming within the APV's ownership or control at any future time, whether by deed, lease, easement or other executory agreement.

7.2. To serve the common needs of the Owners and residents of property in all of the Villages of Poinciana Subdivision, wherever required, in Polk or Osceola County, Florida, where such activities, services, community improvements and facilities are created for the benefit of, and which serve, the Owners and residents of property of the Poinciana Subdivision.

7.3. To operate and maintain any and all facilities and own or lease all property, and create all community services which the APV may acquire or establish for the use and benefit of all or some members of each Village Association.

7.4. To exercise all powers and privileges and perform all duties and obligations of the APV set forth and authorized in the Declaration, and as amended from time to time, as to facilities, improvements and services made available for the equal benefit, enjoyment and to be equally supported by all members of all individual Village Associations.

7.5. Through the APV Board, to fix and determine, from time to time, the Assessments and charges necessary and adequate to provide for the payment of the items referred to in the Declaration, and adopted by the APV; to assess all Owners their portion of the costs thereof as provided in the Declaration; and to provide for the collection of such Assessments and charges and further to apply such funds collected to the common purposes as recited in the Declaration; and for all purposes of the APV, to raise money for the maintenance or construction of any Poinciana Subdivision community facility, or health and other social or planning services which the APV proposes to provide for the general benefit of Owners. Such services shall be supported, financially, by means of collection of dues or special assessments authorized by the APV to provide, operate, maintain and supervise the use of any such facilities or services from the collections of such dues or assessments paid, including the power to construct any improvements or facilities upon any lands owned, leased or controlled by the APV or subsequently acquired by the APV, at any time in the future.

7.6. In addition to all of its generally authorized powers, and without limitation thereon, the facilities, services, functions and purposes which the APV may authorize and support, there shall be included the right to support facilities in mass transportation, hospitals, clinics and other health services, community centers, parks and related functions, educational and communication activities, trash and refuse collection and processing, sidewalk installation and construction, public utility services, cemetery management, architectural design and standards for all buildings, fences, structures, signs, tree planting and right to restrict removal or cutting of plants and trees naturally indigenous to Polk and Osceola Counties. Furthermore, the APV shall have the power to issue fines, as provided by the Florida Statutes, for any violation of the Declaration and the DCB Criteria.

7.7. To acquire by purchase, gift or otherwise; and to own, hold, improve, build upon, operate, maintain, sell, convey, dispose, lease, transfer, dedicate for use, or otherwise apply to, ownership of real or personal property to any use in connection with the affairs of the APV.

7.8. To solicit, receive, assess and collect, or accept donation of money or property or any interest in property, or any right or rights from an person, corporation or entity, and otherwise to have the further power to obtain funds by borrowing or otherwise becoming indebted to others, and mortgaging, pledging or hypothecating any or all of its real or personal property or any of its assets as security for the repayment of money borrowed or debts incurred at any time, whether pre-existing or currently incurred, or as security for obligations in the future.

7.9. To enter into agreements whereby it acquires the right for all the Poinciana Subdivision members and occupants to use Common Areas, recreational and other facilities, and to contract with any third party for the management of recreational and other facilities and Common Areas which may be owned, leased, or use by the APV.

7.10. To engage in and sponsor civic activities relating to cultural, educational, social, health, community services and civic affairs of the owners of property in, or residents of, the property of Poinciana Subdivision as a whole, and to appear before and represent its Members in or before other civic groups, boards or other like organizations, and to sponsor, engage in, conduct and encourage cultural, educational, social, civic and other beneficial activities on any property in Poinciana Subdivision.

7.11. To enforce all rules and regulations established and promulgated by the APV in order to create uniform high quality standards of construction and architectural and structural design of buildings in Poinciana Subdivision, appearance of properties, signs, preservation of trees indigenous to Poinciana Subdivision, tree cutting and removal, and its natural terrain, elevation and earth contours, height, design and placement of fences, archaeological and historical artifacts, all dedicated to preserving the beauty of the general community of Poinciana Subdivision.

7.12.. To have any and all rights and powers to exercise, to the extent necessary or desirable, for the accomplishment of the aforesaid purposes, all to the extent that they are not inconsistent with the purposes of the APV. The APV shall have all other powers and rights set forth and described in

Chapters 617 and 720 of the Florida Statutes, as amended from time to time, applicable to corporation formed not for profit.

7.13. The powers herein granted and the authorities herein created are made and given pursuant to the provisions of the Declaration filed in Osceola and Polk Counties, Florida, as amended, as they reserve and created a right to create the APV with all of the authorities therein stated and relating thereto, together with such amendments thereto filed in such Public Records.

8. Election of Directors. For the purpose of providing fair and just representation of each Village Association on APV Board, the membership of this APV Board shall be composed of one Director elected from each member Village Association. The Director for each Village shall be elected from among the directors of each Village Association. In the event that the Directors within a particular Village do not elect the Director to serve on the APV Board, the president of such Village Association or his or her delegate shall serve as the Director. Nothing in this section prohibits the same person from serving as Director for more than one Village, and such person shall have one vote for each Village that he/she represents.

9. Membership and Board of Directors. Each Director serving on the APV Board shall represent his or her respective Village Association and all of the respective individual members thereof including all property owners and residents in each such Village. In the administration of this APV Board, each Director shall be entitled to one vote as to all business transacted. The APV Board shall consist, in its entirety, of such representative Directors elected by the Directors of the respective Village Associations.

10. Authority to Mortgage. Any mortgage given by the APV to secure any obligation, which mortgage encumbers any Common Area lands which it shall own must have the assent to two-thirds of the members of the APV Board at any general or special meeting called for that purpose.

11. Authority to Dedicate. The APV shall have the power to dedicate, sell or transfer all or any part of the Common Areas which it may own to any public agency, authority or utility for proper purposes of the APV, in accordance with the Declaration.

12. Amendment. These Articles may be altered, amended, changed, added to or repealed at any duly called meeting of the Director members of the APV provided that notice of the meeting is given in the manner provided for in the By-Laws and that such notice contains a full statement of the proposed alteration, amendment, change, addition or repeal and that there is an affirmative vote of two-thirds of all of such Directors.

13. Duration of These Articles. The APV shall exist perpetually.

14. Officers.

14.1. Enumeration of Officers. The officers of the APV shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the APV Board, and such other officers as the directors may from time to time by resolution create.

14.2. Hold Harmless of Officers and Directors. APV 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 APV, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. 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.

15. Stock. The APV shall never issue or have any shares of stock nor shall it ever have or provide for non-voting powers.

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 12th day of September, 2001

By:

  
Name: Rockell Y. Brown

Exhibit D

BYLAWS OF ASSOCIATION OF POINCIANA VILLAGES, INC.

1. Definitions. All initially capitalized terms not defined herein shall have the meanings assigned to such terms in that certain Poinciana Subdivision Declaration recorded or to be recorded in the Public Records of Polk County and Osceola County (the "Declaration").
2. Membership. The membership of the APV shall be comprised of all Owners every Village Association formed in accordance with the provisions of the Declaration.
3. Number of Directors. The number of Directors shall be equal to the number of Village Associations duly formed in accordance with the provisions in the Declaration.
4. Voting Rights. Each Village Association shall be entitled to one (1) vote at each meeting of the APV Board upon matters which may come before the APV Board through its duly elected or appointed Director. Voting by members shall be in person. Proxy voting by members is not allowed.
5. Powers. The business and affairs of the APV shall be managed by the APV Board. The APV Board shall keep full and fair accounts of all its transactions.
6. Tenure. Each Director shall serve from the date of his election or appointment until such time as a successor may be duly elected or appointed and qualified in accordance with the regulations and by-laws of the applicable Village Association.
7. Vacancies. Any vacancy occurring on the APV Board shall be reported to the respective Village Association and such Association shall elect or appoint a new Director to fill such vacancy in accordance with the by-laws or regulations of the Village Association.
8. Meetings. Regular meetings of the APV Board shall be held in Poinciana Subdivision at such locations as may be designated from time to time by the APV Board but not less than once every four ( 4) months. All regular meetings of the APV Board shall be called by the President, or, if he or she is absent or is unable or refuses to act, by any Vice-President or by any two directors.
9. Special Meetings. Special meetings of the APV Board shall be called by the President or by a majority of the APV Board.
10. Notice of Meetings. Notice of all Board meetings shall be deemed sufficient upon the posting of such notice on the APV bulletin board located at 401 Walnut Street, Poinciana, Florida five business days prior to the meeting.
11. Quorum. At all meetings of the Board of Directors, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business. A vote of a majority of such quorum at a duly constituted meeting shall be sufficient to elect and pass any

measure. In the absence of a quorum, the Directors present by majority vote and without notice may adjourn the meeting from time to time until a quorum shall attend.

12. Compensation. Directors as such shall not receive any compensation for their services. A Director who serves the APV in any other capacity, however, may receive compensation therefor, however, directors may be reimbursed for expenses incurred in connection with their duties as a director.

13. Committees. The APV Board may by resolution provide for a Executive Committee and/or for such other standing or special committees as it deems desirable, and discontinue the same at pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with law, as may be assigned to it by the APV Board.

14. Design Control Board. The Design Control Board shall be created and operated pursuant to the Design Review Criteria adopted by the APV Board from time to time.

15. Officers.

15.1. President. The APV Board shall in each year elect a President of the APV Board from among its Directors. The President shall preside at all meetings of the APV Board and shall exercise such additional powers and duties as are from time to time assigned to him by the APV Board.

15.2. Secretary. The APV Board shall each year elect a Secretary who shall keep the minutes of the meeting of the APV Board and/or shall be responsible to verify that the minutes are kept in books provided for the purpose; the Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as may be required by law; the Secretary shall be custodian of the records of the Association; the Secretary shall see that the corporate seal of the Association is affixed to all documents and execution of which, on behalf of the Association, under its seal, is duly authorized, and when so affixed may attest the same; and in general, the Secretary shall perform all duties incident to the office of Secretary of the corporation.

15.3. Treasurer. The APV Board shall each year elect a Treasurer who shall have charge of and shall be responsible for all funds, receipts and disbursements of the Association, and shall deposit, or caused to be deposited, in the name of the Association, all monies or other valuable effects in such banks, or other depositories as shall, from time to time, be selected by the APV Board; the Treasurer shall render to the APV Board whenever requested, an account of the financial condition of the Association, and, in general, the Treasurer shall perform all the duties incident to the office of a Treasurer of a corporation.

15.4. Manager. The APV Board may upon resolution elect one person (who need not be a member of the Association) to serve as the Manager of the APV. The Manager of the Association shall provide a liaison between this Association and the Village Associations in the conduct and operation of its affairs. Such Manager shall also be generally in charge of the supervision of the business of the Association; the Manager may sign and execute

bond, contracts or other instruments, except in cases in which the signing and execution thereof shall have been expressly delegated to some other officer or agent of the APV; and, in general, the Manager shall perform all duties incident to the office of Manager with regard to the APV and any such other duties as may, from time to time, be assigned to the Manager by the APV Board.

15.5. Additional Executive Officers. The APV Board may elect one or more Vice Presidents or one or more assistant secretaries or Assistant treasurers, any one of whom need not be a member of the association. Such officers shall have such duties as may from time to time be assigned to them by the APV Board.

15.6. Compensation. None of the officers of the APV (other than the Manager) shall be compensated by the APV for services rendered in the capacity of such office. Such officers may be reimbursed for expenses incurred incidental to their performance of the duties of said office. The Manager may receive such compensation as may be determined from time to time by the APV Board.

## 16. Finance.

16.1. Checks, Drafts. Etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the APV, shall unless otherwise provided by resolution of the APV Board, be signed by any two (2) of the following: President, Manager or other designated Director.

16.2. Annual Reports. There shall be prepared annually by the Manager and/or Treasurer an unaudited correct statement of affairs of the Association, including a balance sheet and a financial statement of operations for the preceding calendar year, which shall be submitted at the annual meeting of the Directors and shall be filed within 28 days thereafter at the principal office of the APV in this State. Audited financial reports shall be submitted no later than the second quarter.

16.3. Fiscal Year. The fiscal year of the Association shall be a twelve calendar month period ending on the 31st day of December unless otherwise provided by the APV Board.

16.4. Amendments. These by-Laws may be altered, amended, or repealed and new Bylaws may be adopted by the APV Board at any regular meeting or special meeting called for that purpose.

EXHIBIT E  
DESCRIPTION OF EACH VILLAGE

VILLAGE ONE

Village One Association: Poinciana Village One Association, Inc.  
Legal Description for Village One: See Exhibit E-1 attached hereto and made a part hereof

VILLAGE TWO

Village Two Association: Poinciana Village Two Association, Inc.  
Legal Description for Village Two: See Exhibit E-2 attached hereto and made a part hereof

VILLAGE THREE

Village Three Association: Poinciana Village Three Association, Inc.  
Legal Description for Village Three: See Exhibit E-3 attached hereto and made a part hereof

VILLAGE FIVE

Village Five Association: Poinciana Village Five Association, Inc.  
Legal Description for Village Five: See Exhibit E-5 attached hereto and made a part hereof

VILLAGE SIX

Village Six Association: Poinciana Village Six Association, Inc.  
Legal Description for Village Six: See Exhibit E-6 attached hereto and made a part hereof

VILLAGE SEVEN

Village Seven Association: Poinciana Village Seven Association, Inc.  
Legal Description for Village Seven: See Exhibit E-7 attached hereto and made a part hereof

VILLAGE EIGHT

Village Eight Association: Poinciana Village Eight Association, Inc.  
Legal Description for Village Eight: See Exhibit E-8 attached hereto and made a part hereof

VILLAGE NINE

Village Nine Association: Poinciana Village Nine Association, Inc.  
Legal Description for Village Nine: See Exhibit E-9 attached hereto and made a part hereof

Exhibit E-1

Village 1

Poinciana Neighborhood 1 North, Village 1 recorded in Plat Book 3 at Page 1 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 1 South, Village 1 recorded in Plat Book 3 at Page 9 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 2, Village 1 recorded in Plat Book 3 at Page 17 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 South, Village 1 recorded in Plat Book 3 at Page 53 in the Public Records of Osceola County, Florida, less Poinciana Towne Center recorded in Plat Book 10 at Page 48, less Burger King at Poinciana Towne Center recorded in Plat Book 10 at Page 142, both in the Public Records of Osceola County, Florida, and less Poinciana Neighborhood 5, Village 1 recorded in Plat Book 3 at Page 231 of the Public Records of Osceola County, Florida.

Burger King at Poinciana Towne Center recorded in Plat Book 10 at Page 142 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 East, Village 1 recorded in Plat Book 3 at Page 32 in the Public Records of Osceola County, Florida, less Poinciana Villas recorded in Plat Book 4 at Page 191 in the Public Records of Osceola County, Florida.

Poinciana Villas recorded in Plat Book 4 at Page 191 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3 West, Village 1 recorded in Plat Book 3 at Page 39 in the Public Records of Osceola County, Florida, less Coopersmith at Poinciana recorded in Plat Book 3 at Page 268, less Peppertree at Cypress Woods, Unit 1 recorded in Plat Book 9 at Page 82, Jess Peppertree at Cypress Woods, Unit 2 recorded in Plat Book 10 at Page 70, less Pinehurst at Cypress Woods recorded in Plat Book 9 at Page 84, less The Oaks at Cypress Woods recorded in Plat Book 8 at Page 118, and less Tamarind Parke at Cypress Woods Unit 1 recorded in Plat Book 11 at Page 179, all in the Public Records of Osceola County, Florida.

Coopersmith at Poinciana recorded in Plat Book 3 at Page 268 in the Public Records of Osceola County, Florida.

Peppertree at Cypress Woods, Unit 1 recorded in Plat Book 9 at Page 82 in the Public Records of Osceola County, Florida.

Peppertree at Cypress Woods, Unit 2 recorded in Plat Book 10 at Page 70 in the Public Records of Osceola County, Florida.

Pinehurst at Cypress Woods recorded in Plat Book 9 at Page 84 in the Public Records of Osceola County, Florida.

The Oaks at Cypress Woods recorded in Plat Book 8 at Page 118 in the Public Records of Osceola County, Florida, less The Oaks at Cypress Wood Replat recorded in Plat Book 9 at Page 115. in the Public Records of Osceola County, Florida.

The Oaks at Cypress Woods Replat recorded in Plat Book 9 at Page 115 in the Public Records of Osceola County, Florida.

Tamarind Parke at Cypress Woods Unit 1 recorded in Plat Book 11 at Page 179 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 4, Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 5, Village 1 recorded in Plat Book 3 at Page 231 in the Public Records of Osceola County, Florida, less Golf Villas at Poinciana recorded in Plat Book 2 at Page 228 in the Public Records of Osceola County, Florida.

Golf Villas at Poinciana recorded in Plat Book 2 at Page 228 in the Public Records of Osceola County, Florida.

Poinciana Towne Center in Plat Book 10 Page 48 in the Official Records of Osceola County, Florida.

Promenade Plat Book 11 Page 183 in the Official Records of Osceola County, Florida.

Promenade Replat Plat Book 13 Page 33 in the Official Records of Osceola County, Florida.

WAL-MART Supercenter At Poinciana Neighborhood 3 South in Plat Book 16 age 46 in the Official Records of Osceola County, Florida.

Peoples First Community Bank Plat Book 16 Page 107 in the Official Records of Osceola County, Florida.

American Court Replat recorded in Plat Book 7 Page 87 in the Official Records of Osceola County, Florida.

Regency Pointe recorded in Plat Book 7 Page 173 in the Official Records of Osceola County, Florida.

The Oaks at Cypress Woods Replat recorded in Plat Book 9 Page 15 in the Official Records of Osceola County, Florida.

Tamarind Parke at Cypress Woods, Unit 2 recorded in Plat Book 12 Page 176 in the Official Records of Osceola County, Florida.

Banyan Cove at Cypress Woods recorded in Plat Book 13 Page 197 in the Official Records of Osceola County, Florida.

Maple Chase at Cypress Woods recorded in Plat Book 16 Page 32 in the Official Records of Osceola County, Florida.

Fieldstone at Cypress Woods West recorded in Plat Book 18 Page 18 in the Official Records of Osceola County, Florida.

Stepping Stone Plat Book 27 Page 105 in the Official Records of Osceola County, Florida

Stepping Stone POD A Phase 1 Plat Book 30 Page 100 in the Official Records of Osceola County, Florida

Stepping Stone POD A Phase 2 Plat Book 31 Page 123 in the Official Records of Osceola County, Florida

Poinciana Replat Number One recorded in Plat Book 13 Page 22 in the Official Records of Osceola County, Florida.

Poinciana Towne Center Replat in Plat Book 20 Page 140 in the Official Records of Osceola County, Florida.

Poinciana Towne Center Replat - Phase 2 Plat Book 21 Page 100 in the Official Records of Osceola County, Florida.

Promenade Replat Plat Book 13 Page 33 in the Official Records of Osceola County, Florida.

Promenade Replat Plat #2 Book 21 Page 16 in the Official Records of Osceola County, Florida.

Pointe-Phase One Plat Book 19 Page 127 in the Official Records of Osceola County, Florida.

Cypress Parkway Commercial Subdivision Plat Book 23 Page 79 in the Official Records of Osceola County, Florida.

Shoppes at Poinciana Plat Book 25 Page 69 in the Official Records of Osceola County, Florida.

Shoppes at Poinciana Phase II Plat Book 26 Page 166 in the Official Records of Osceola County, Florida.

Cypress Courtyard Plat Book 22 Page 52 in the Official Records of Osceola County, Florida.

Cypress Courtyard Replat Plat Book 22 Page 192 in the Official Records of Osceola County, Florida.

Cypress Point @Poinciana Town Center Plat Book 24 Page 159 in the Official Records of Osceola County, Florida.

Poinciana Towne Center West Plat Book 16 Page 125 in the Official Records of Osceola County, Florida.

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000100000 and more specifically described as:

BEG AT NE COR OF LOT 5, SOLIVITA MARKETPLACE PB 18 PG 120, S 55 DEG W 21.88 FT, S 67 DEG W 22.06 FT, S 73 DEG W 348.15 FT, W 658.96 FT, S 282.26 FT, W 375.35 FT, CON'T W 314.03 FT, N 237.48 FT, E 589.46 FT, N 1030.86 FT, W 1265.09 FT, S 04 DEG E 11.05 FT, S 16 DEG W 46.03 FT, S 54 DEG W 498.04 FT, S 76 DEG W 115.45 FT, S 889.76 FT, W 1156.03 FT, N 1683.78 FT TO POC, CURVE LEFT, RAD 1275 FT, CENT ANG 29 DEG, (CH BEARING N 14 DEG W 641.83 FT), NWLY ALONG CURVE 648.80 FT, N 29 DEG W 1644.44 FT TO POC, CURVE RIGHT, RAD 1975 FT, CENT ANG 17 DEG, (CH BEARING N 21 DEG W 569.84 FT), NWLY ALONG CURVE 571.83 FT, N 14 DEG E 11.77 FT, N 40 DEG E 72.62 FT, N 65 DEG E 72.62 FT, S 89 DEG E 87.31 FT, S 54 DEG E 108.74 FT, S 44 DEG E 137.89 FT, N 62 DEG E 54.53 FT, N 67 DEG E 83.42 FT, N 76 DEG E 83.42 FT, N 84 DEG E 83.42 FT, N 65 DEG E 42.67 FT, N 30 DEG E 69.78 FT, N 39 DEG E 90.50 FT, N 52 DEG E 90.50 FT, N 66 DEG E 90.55 FT, N 80 DEG E 94.84 FT, S 81 DEG E 99.65 FT, N 26 DEG E 35.36 FT, N 08 DEG W 302.67 FT TO S R/W LINE KOA ST, N 82 DEG E 378.53 FT TO POC, CURVE RIGHT, RAD 25 FT, CENT ANG 92 DEG, (CH BEARING S 52 DEG E 35.95 FT), SELY ALONG CURVE 40.12 FT TO COMP CURVE, RAD 950 FT, CENT ANG 07 DEG, (CH BEARING S 03 DEG E 116.23 FT), SELY ALONG CURVE 116.30 FT TO REV CURVE, CURVE LEFT, RAD 1190 FT, CENT ANG 18 DEG, (CH BEARING S 08 DEG E 377.89 FT), SELY ALONG CURVE 379.50 FT TO REV CURVE, CURVE RIGHT, RAD 25 FT, CENT ANG 88 DEG, (CH BEARING S 27 DEG W 34.76 FT), SWLY ALONG CURVE 38.43 FT, S 19 DEG E 50 FT TO POC, CONC SWLY, RAD 25 FT, CENT ANG 89 DEG, (CH BEARING S 65 DEG E 34.98 FT), SELY ALONG CURVE 38.74 FT TO REV CURVE, RAD 3050 FT, CENT ANG 05 DEG, (CH BEARING S 23 DEG E 269.59 FT), SELY ALONG CURVE 269.68 FT TO COMP CURVE, RAD 550 FT, CENT ANG 27 DEG, (CH BEARING S 39 DEG E 259.23 FT), SELY ALONG CURVE 261.70 FT TO REV CURVE, CURVE RIGHT, RAD 25 FT, CENT ANG 85 DEG, (CH BEARING S 10 DEG E 33.78 FT), SELY ALONG CURVE 37.09 FT, S 58 DEG E 50 FT TO POC, CONC SLY, RAD 25 FT, CENT ANG 85 DEG, (CH BEARING N 75 DEG E 33.78 FT), NELY ALONG 37.09 FT TO REV CURVE, CURVE LEFT, RAD 550 FT, CENT ANG 27 DEG, (CH BEARING S 76 DEG E 255.13 FT), SELY ALONG CURVE 257.47 FT, E 152.41 FT TO POC, CURVE RIGHT, RAD 1570 FT, CENT ANG 14 DEG, (CH BEARING S 83 DEG E 369.64 FT), SELY ALONG CURVE 370.50 FT TO COMP CURVE, RAD 750 FT, CENT ANG 14 DEG, (CH BEARING S 69 DEG E 178 FT), SELY ALONG

CURVE 178.42 FT, S 63 DEG E 366.44 FT, CONT S 63 DEG E 188.09 FT TO POC, CURVE LEFT, RAD 540 FT, CENT ANG 60 DEG, (CH BEARING N 88 DEG E 538.53 FT), NELY ALONG CURVE 563.80 FT, N 58 DEG E 57.56 FT TO POC, CURVE LEFT, RAD 630 FT, CENT ANG 28 DEG, (CH BEARING N 44 DEG E 300.45 FT), NELY ALONG CURVE 303.37 FT, N 30 DEG E 33.44 FT TO POC, CURVE RIGHT, RAD 100 FT, CENT ANG 78 DEG, (CH BEARING N 69 DEG E 125.74 FT), NELY ALONG CURVE 135.98 FT TO REV CURVE, RAD 210.50 FT, CENT ANG 83 DEG, (CH BEARING N 66 DEG E 279.30 FT), NELY ALONG CURVE NELY 305.38 FT TO REV CURVE, RAD 175 FT, CENT ANG 66 DEG, (CH BEARING N 58 DEG E 189.89 FT), NELY ALONG CURVE 200.71 FT, S 89 DEG E 266.76 FT TO POC, CURVE RIGHT, RAD 50 FT, CENT ANG 92 DEG, (CH BEARING S 44 DEG E 71.65 FT), SELY ALONG CURVE 79.87 FT TO WLY R/W LINE OF MARIGOLD AVE & PT OF COMP CURVE, RAD 3744.72 FT, CENT ANG 08 DEG, (CH BEARING S 06 DEG W 547.55 FT), SWLY ALONG CURVE 548.04 FT, S 10 DEG W 296.24 FT, W 754.93 FT, S 551.61 FT, E 674.63 FT TO POC, CONC ELY, RAD 3894.72 FT, (CH BEARING S 06 DEG E 1452.70 FT), SELY ALONG CURVE 1452.70 FT, S 17 DEG E 703.24 FT TO POB LESS BEG AT NE COR OF LOT 5, SOLIVITA MARKETPLACE PB 18 PG 120, SAID PT ALSO LYING ON WLY R/W LINE OF MARIGOLD AVE, S 55 DEG W 21.88 FT, S 67 DEG W 22.06 FT, S 73 DEG W 219.29 FT, N 17 DEG W 202 FT, N 73 DEG E 262.18 FT, S 17 DEG E 192.90 FT TO POB 12/27/28

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000600000 and more specifically described as:  
COM AT SE COR OF FIELDSTONE AT CYPRESS WOODS WEST, PB 18 PGS 18-19, BEING ON POC, CONC NWLY, RAD 3744.72 FT, CENT ANG 08 DEG, (CH BEARING S 06 DEG W 547.55 FT), SWLY ALONG CURVE 548.04 FT, S 10 DEG W 296.24 FT TO POB; CONT S 10 DEG W 153.30 FT TO POC, CONC LEFT, RAD 3894.72 FT, CENT ANG 06 DEG, (CH BEARING S 07 DEG W 404.28 FT), SWLY ALONG CURVE 404.46 FT, W 674.65 FT, N 551.61 FT, E 754.98 FT TO POB

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 112728000000400000 and more specifically described as:  
COM AT SW COR OF 12-27-28, W 314.03 FT TO POB; N 307.48 FT, W 70.51 FT, N 597.49 FT, E 660 FT, N 363.37 FT, W 1265.09 FT, S 04 DEG E 11.05 FT, S 16 DEG W 46.03 FT TO NON-TAN CURVE, CURVE RIGHT, RAD 840 FT, CENT ANG 34 DEG, (CH BEARING S 54 DEG W 498.04 FT), ALONG CURVE 505.64 FT TO COMP CURVE, CURVE RIGHT, RAD 764.50 FT, CENT ANG 09 DEG, (CH BEARING S 76 DEG W 115.45 FT), ALONG CURVE 115.56 FT, S 889.76 FT, E 1204.25 FT TO POB LESS COM AT SW COR OF 12-27-28, E 275.35 FT, N 796.17 FT, W 68.50 FT TO POB; N 149.50 FT, W 250.50 FT, S 149.50 FT, E 53.30 FT, S 8.50 FT, E 91 FT, N 8.50 FT, E 106.20 FT TO POB

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 11272800000300000 and more specifically described as:  
COM AT SW COR OF 12-27-28, E 275.35 FT, N 238.74 FT TO POB; CONT N 667.49 FT, W 660 FT, S 597.49 FT, E 70.51 FT, S 70 FT, E 589.47 FT TO POB LESS COM AT SW COR OF 12-27-28, E 275.35 FT, N 796.17 FT, W 68.50 FT TO POB; N 149.50 FT, W 250.50 FT, S 149.50 FT, E 53.30 FT, S 8.50 FT, E 91 FT, N 8.50 FT, E 106.20 FT TO POB

That portion of land located in Poinciana Neighborhood 4 Village 1 recorded in Plat Book 3 at Page 59 in the Public Records of Osceola County, Florida, now known as Parcel: 11272800000150000 and more specifically described as:  
BEG AT NE COR OF LOT 5, SOLIVITA MARKETPLACE PB 18 PG 120, SAID PT ALSO LYING ON WLY R/W LINE OF MARIGOLD AVE, S 55 DEG W 21.88 FT, S 67 DEG W 22.06 FT, S 73 DEG W 219.29 FT, N 17 DEG W 202 FT, N 73 DEG E 262.18 FT, S 17 DEG E 192.90 FT TO POB

Solivita Marketplace recorded in Plat Book 18 Page 120 in the Public Records of Osceola County, Florida

Pursuant to Resolution 17-14 of the Association of Poinciana Villages. Inc. duly-recorded in the Public Records of Osceola County, Florida and in the Public Records of Polk County, Florida, the real property legally described as Lot 6A CYPRESS COURTYARD REPLAT, according to the plat thereof recorded in Plat Book 22. Pages 192 and 193 of the Public Records of Osceola County, Florida, is excluded from the legal description for Village One.

Exhibit E-2  
Village 2

Poinciana Neighborhood 1, Village 2 recorded in Plat Book 3 at Page 69 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3, Village 2 recorded in Plat Book 3 at Page 109 in the Public Records of Osceola County, Florida.

Broadmoor Phase II:

Lots 1 through 11, Block "Q"; Lots 1 through 20, Block "R"; Lots 1 through 43, Block "S"; Lots 1 through 7, Block "T" Lots 1 through 9, Block "U"; and Lots I through 10, Block "V", BROADMOOR, according to the plat thereof as recorded in Plat Book 3 at Page 263 in the Public Records of Osceola County, Florida.

Exhibit E-3  
Village 3

Poinciana Neighborhood 1, Village 3 recorded in Plat Book 52 at Page 8 in the Public Records of Polk County, Florida, less Replat of a Portion of Poinciana Neighborhood 1, Village 3 recorded in Plat Book 58 at Page 31, and less Poinciana Cypress Point-2 recorded in Plat Book 59 at Page 45, both in the Public Records of Polk County, Florida.

Replat of Portion of Poinciana Neighborhood 1, Village 3 recorded in Plat Book 58 at Page 31 in the Public Records of Polk County, Florida, less Golf Villas at Poinciana recorded in Plat Book 72 at Page 16 in the Public Records of Polk County, Florida.

Golf Villas II at Poinciana recorded in Plat Book 72 at Page 16 in the Public Records of Polk County, Florida, less Replat No. 1 of Golf Villas II at Poinciana recorded in Plat Book 83 at Page 20 in the Public Records of Polk County, Florida.

Replat No. 1 of Golf Villas II at Poinciana recorded in Plat Book 83 at Page 20 in the Public Records of Polk County, Florida.

Poinciana Cypress Point-2 recorded in Plat Book 59 at Page 45 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2, Village 3 recorded in Plat Book 54 at Page 12 in the Public Records of Polk County, Florida less that portion vacated by the Resolution Vacating Plat recorded in Plat Book 4230 at Page 1211 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3, Village 3 recorded in Plat Book 52 at Page 19 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 5 North, Village 3 recorded in Plat Book 54 at Page 27 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 5 South, Village 3 recorded in Plat Book 54 at Page 21 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 6 North, Village 3 recorded in Plat Book 52 at Page 42 in the Public Records of Polk County, Florida, less that portion vacated by the Resolution Vacating Plat recorded in Plat Book 4230 at Page 1211 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 6 South, Village 3 recorded in Plat Book 54 at Page 43 in the Public Records of Polk County, Florida.

Exhibit E-5  
Village 5

Poinciana Neighborhood 1, Village 5 recorded in Plat Book 3 at Page 144 in the Public Records of Osceola County, Florida.

Poinciana Neighborhood 3, Village 5 recorded in Plat Book 3 at Page 170 in the Public Records of Osceola County, Florida.

Exhibit E-6  
Village 6

Poinciana Neighborhood 3 East, Village 6 recorded in Plat Book 62 at Page 36 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 West North, Village 6 recorded in Plat Book 60 at Page 13 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 West-South, Village 6 recorded in Plat Book 60 at Page 23 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 4, Village 6 recorded in Plat Book 57 at Page 27 in the Public Records of Polk County, Florida.

Exhibit E-7  
Village 7

Lake Marion Golf Resort recorded in Plat Book 112 Page 35 in the Official Records of Polk County, Florida.

Lake Marion Golf Resort Phase Two recorded in Plat Book 119 Page 8 in the Official Records of Polk County, Florida.

Tuscany Preserve Phase 3 recorded in Plat Book 150 Page 15 in the Official Records of Polk County, Florida.

Tuscany Preserve Phase 4, North Phase recorded in Plat Book 168 Page 30 in the Official Records of Polk County, Florida.

Poinciana Neighborhood 1 West, Village 7 recorded in Plat Book 52 at Page 50 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2 East, Village 7 recorded in Plat Book 53 at Page 1 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2 West, Village 7 recorded in Plat Book 55 at Page 5 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 North, Village 7 recorded in Plat Book 63 at Page 19 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 South, Village 7 recorded in Plat Book 62 at Page 39 in the Public Records of Polk County, Florida, less Poinciana Neighborhood 3 South, Village 7 Replat of Tract R & Part of Tract Q recorded in Plat Book 88 at Page 31 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 South, Village 7 Replat of Tract R & Part of Tract Q recorded in Plat Book 88 at Page 31 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 4, Village 7 recorded in Plat Book 53 at Page 4 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 5, Village 7 recorded in Plat Book 53 at Page 19 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 6, Village 7 recorded in Plat Book 61 at Page 29 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 7, Village 7 recorded in Plat Book 62 at Page 47 in the Public Records of Polk County, Florida.

Poinciana Replat of Tract R & Part of Tract Q Neighborhood 3 South, Village 7 recorded in Plat Book 88 at Page 31 in the Public Records of Polk County, Florida

Exhibit E-8  
Village 8

Poinciana Neighborhood 1, Village 8 recorded in Plat Book 57 at Page 42 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 2, Village 8 recorded in Plat Book 53 at Page 29 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 East, Village 8 recorded in Plat Book 58 at Page 1 in the Public Records of Polk County, Florida.

Poinciana Neighborhood 3 West, Village 8 recorded in Plat Book 53 at Page 44 in the Public Records of Polk County, Florida.

Poinciana Office and Industrial Park VII, recorded in Plat Book 61 at Page 4 in the Public Records of Polk County, Florida less Lot E & F.

Also described as Lake Deer, a proposed plat.

Also described as:

ALL OF POINCIANA OFFICE AND INDUSTRIAL PARK VII, LESS AND EXCEPT LOTS E AND F, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 4 AND 5; TOGETHER WITH A PORTION OF TRACTS A AND B, POINCIANA, NEIGHBORHOOD 3 WEST, VILLAGE 8, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGES 44 THROUGH 49, ALL INCLUSIVE OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LYING IN SECTION 22 TOWNSHIP 28 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 22; RUN THENCE ALONG THE EASTERLY BOUNDARY THEREOF, N.01°14'11"W., A DISTANCE OF 75.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF LAKE HATCHINEHA ROAD, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, S.89°16'48" W., A DISTANCE OF 1326.00 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF MARIGOLD AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES; 1) NORTHWESTERLY, 78.53 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°59'36" (CHORD BEARING N.45°43'24" W., 70.71 FEET); 2) N.00°43'37" W., A DISTANCE OF 1071.83 FEET; 3) NORTHERLY, 210.20 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3093.00 FEET AND A CENTRAL ANGLE OF 03°53'38" (CHORD BEARING N.02°40'26" W., 210.16 FEET); 4) N.04°37'15" W., A DISTANCE OF 1815.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT F; THENCE ALONG THE SOUTHERLY BOUNDARY THEREOF, N.87°00'09" E., A DISTANCE OF 659.96 FEET TO THE SOUTHEAST CORNER OF SAID LOT F; THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOTS F AND E, N.02°59'39" W. A

DISTANCE OF 639.85 FEET TO THE NORTHEAST CORNER OF SAID LOT E; THENCE ALONG THE NORTHERLY BOUNDARY THEREOF, S.87°00'09" W., A DISTANCE OF 678.13 FEET TO THE NORTHWEST CORNER OF AFORESAID LOT E, ALSO BEING THE POINT OF INTERSECTION WITH AFORESAID EASTERLY RIGHT-OF-WAY OF MARIGOLD AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N.04°37'15" W., A DISTANCE OF 1485.85 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID SECTION 22; THENCE ALONG SAID NORTHERLY BOUNDARY, N.87°55'48" E., A DISTANCE OF 570.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CEDAR ROAD OF SAID POINCIANA, NEIGHBORHOOD 3 WEST, VILLAGE 8; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, S. 4°37'15" E., A DISTANCE OF 306.40 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF AFORESAID POINCIANA OFFICE AND INDUSTRIAL PARK VII; THENCE ALONG SAID NORTHERLY BOUNDARY, N.85°54'00" E., A DISTANCE OF 80.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SAID CEDAR ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, N.04°37'15" W., A DISTANCE OF 303.57 FEET TO A POINT ON AFORESAID NORTHERLY BOUNDARY OF SECTION 22; THENCE ALONG SAID NORTH BOUNDARY, N.87°55'48" E., A DISTANCE OF 964.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 22; THENCE ALONG THE EASTERLY BOUNDARY THEREOF THE FOLLOWING TWO (2) COURSES: 1) S. 01°00'14" E., A DISTANCE OF 2718.81 FEET; 2) S. 01°14'11" E., A DISTANCE OF 2583.11 FEET TO THE POINT OF BEGINNING.

Exhibit E-9  
Village 9

Broadmoor recorded in Plat Book 3 at Page 263 in the Public Records of Osceola County, Florida.

Less and Except Broadmoor Phase II:

Lots 1 through 11, Block "Q"; Lots 1 through 20, Block "R"; Lots 1 through 43, Block "S"; Lots 1 through 7, Block "T" Lots 1 through 9, Block "U"; and Lots I through 10, Block "V", BROADMOOR, according to the plat thereof as recorded in Plat Book 3 at Page 263 in the Public Records of Osceola County, Florida.

EXHIBIT F  
LEGAL DESCRIPTION OF LAND SUBJECT TO UTILITY AVAILABILITY FEE

Lots 11 through 15, inclusive of Block 1275; Lots 10 through 18, inclusive of Block 1276; and all the property in Blocks 1277 through 1282; and all of the property in Blocks 1285, 1286, and 1291 through 1328; Lots 10 through 18 of Block 1329; Lots 12 through 19 of Block 1330; and all the property in Blocks 1337 through 1348; and Tracts E, F, G and H of POINCIANA NEIGHBORHOOD 3, VILLAGE 2, according to the plat thereof, as recorded in Plat Book 3 at Pages 109 through 119, of the Public Records of Osceola County, Florida.

EXHIBIT G  
TYPICAL FLAG LOT ARRANGEMENT

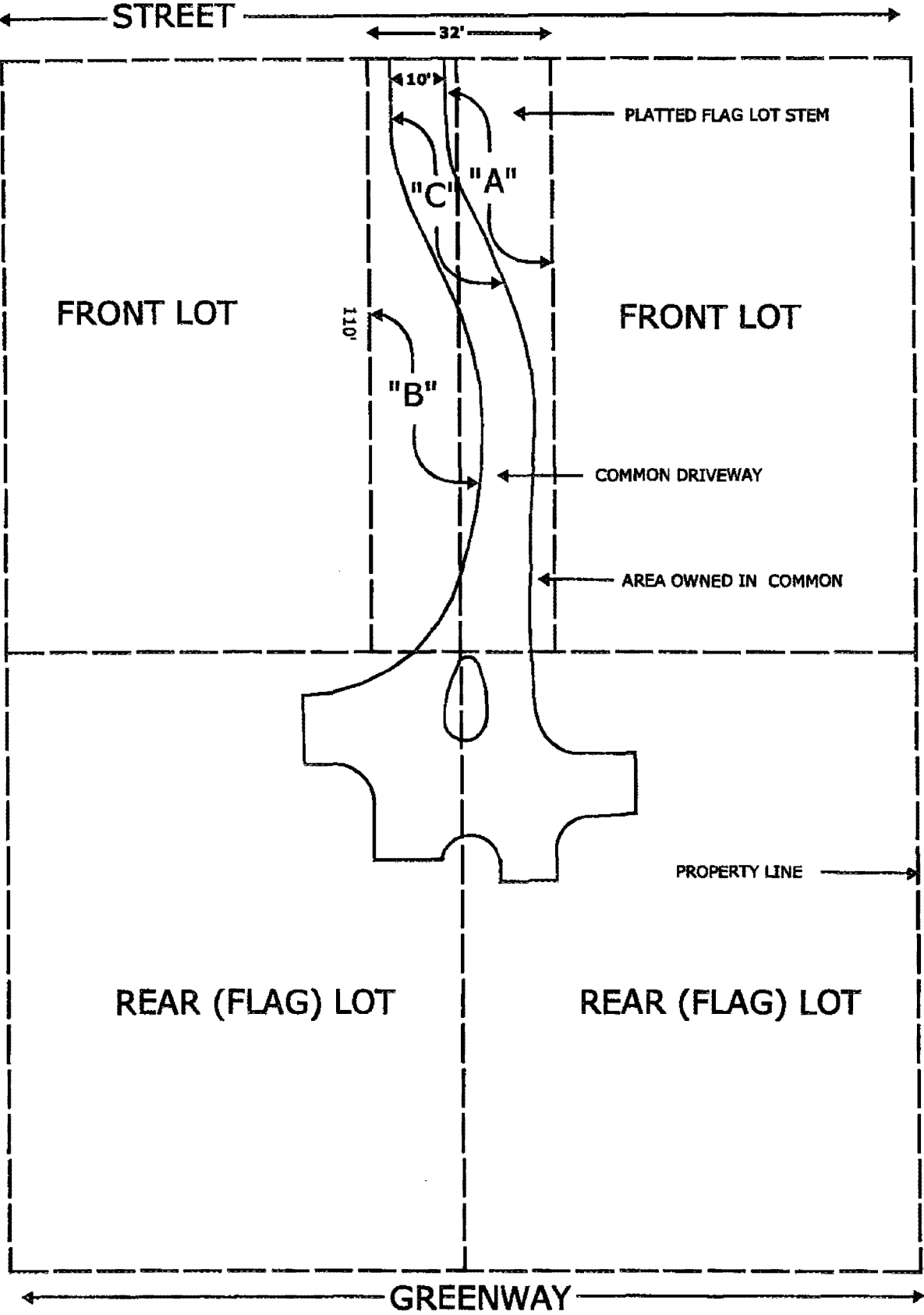
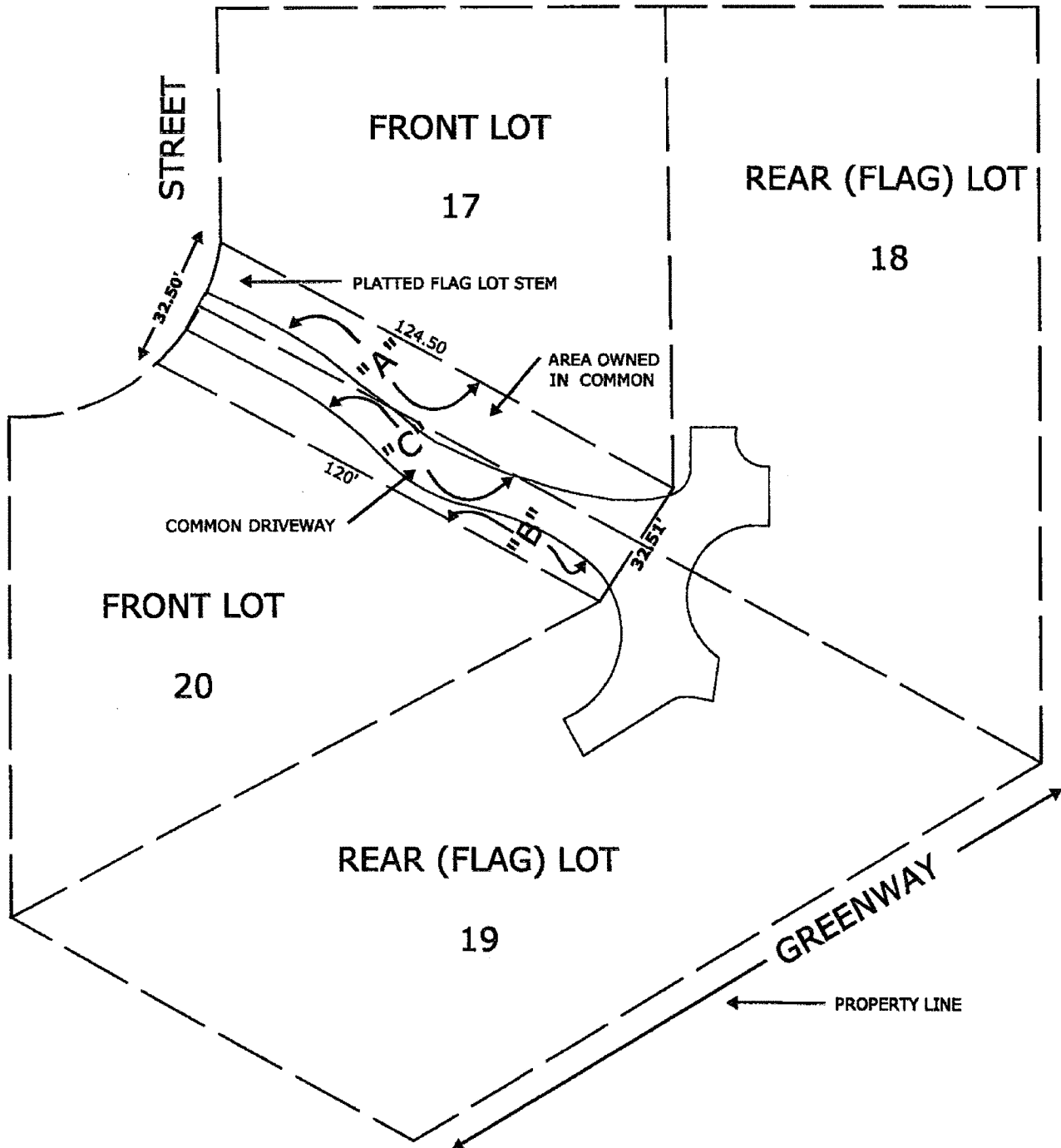


EXHIBIT H  
NON-TYPICAL ARRANGEMENT  
FOR FLAG LOT NO. 17,18,19,20



**POINCIANA**  
**DESIGN CONTROL BOARD CRITERIA**

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**DESIGN CONTROL BOARD CRITERIA**

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**Design Control Board Criteria**

**DCB CRITERIA  
RESIDENTIAL-COMMERCIAL**

Pursuant to the Poinciana Subdivision Declaration (the "Declaration"), the Association of Poinciana Villages, Inc. ("APV") hereby adopts the following procedures, which shall be known as the Design Board Criteria (the "Criteria") and shall apply to Villages One through Nine of the Poinciana Villages. In the event of any divergence of the Criteria or their application from the Declaration, the latter is the ruling document and shall control.

1. **Purpose.** The purpose of these Criteria is to acquaint home builders, contractors, developers and property owners with the standards and requirements which will be used by the Design Control Board ("**DCB**") to determine that a particular design will help maintain the natural and constructed characteristics of the Poinciana Villages. They also act as safeguards for the continued desirable development of the Poinciana Villages by assuring harmony of external design, function and location in relation to surrounding structures and topography.

2. **Definitions.** All initially capitalized terms not defined herein shall have the meanings assigned to such terms in the Declaration. In addition to the foregoing, the following terms shall have the meanings indicated below:

**"Ancillary Structure"** or **"ancillary structure"** shall mean any structure on a Lot in addition to a residential home such as open or screened porches, attached/detached garages, carports, gazebos, pergolas, green houses and sheds but shall not include roof overhangs less than two and one half feet (2 ½) feet or less.

**"Applicants"** shall mean any developer, Owner, contractor or any other person or entity applying for DCB approval, pursuant to these Criteria, of new construction and exterior/interior alterations to property located within the Poinciana Villages.

**"APV Board"** shall mean the APV's Board of Directors.

**"Arterial Street"** shall mean major thoroughway for travel inside and outside of the Poinciana Villages. Arterial Streets have a two hundred (200) foot to three hundred (300) foot right-of-way.

**"Cluster Lot"** shall mean each Lot forming part of a block of Lots designated in the applicable land use plan.

**"Collector Street"** shall mean a street which connects Continuing Local Streets (or connects neighborhood traffic for inter-neighborhood travel). Collector Streets have a one hundred fifty (150) foot right-of-way.

## **DESIGN CONTROL BOARD CRITERIA**

**“Continuing Local Street”** shall mean street which connects Local Streets within a limited area (*i.e.*, neighborhood). Continuing Local Streets have an eighty (80) foot right-of-way.

**“Conventional Lot”** shall mean a rectangular, pie or reverse pie shaped Lot.

**“Flag Lot”** shall mean one of four lots grouped together and designated as a “Flag Lot” on the applicable land use plan.

**“Front Flag Lot”** shall mean the anterior Lots in a Flag Lot configuration, each such Front Flag Lot having at least one boundary line fronting a Local Street. Front Flag Lots are subject to “stem” easement giving ingress and egress to Rear Flag Lots in the same Flag Lot configuration.

**“Local Street”** shall mean an interior subdivision street which provides access to Lots (residential Lots front on Local Streets). Local streets have a forty (40) foot to sixty (60) foot right-of-way.

**“Manager”** shall mean the person designated by the APV Board as the manager of the APV or his or her appointee in such person’s absence.

**“Parent Structure”** shall mean the house or primary structure on a Lot.

**“Rear Flag Lot”** shall mean the posterior Lots in a Flag Lot configuration, each such Lot having no boundary lines fronting a Local Street. Rear Flag Lots are accessed through the “stem” driveway access running through the Front Flag Lots.

3. **Authority.** The Declaration as recorded in Osceola and Polk Counties contemplates the existence and authority of the APV and DCB.

4. **Appointment of the DCB.** The DCB shall consist of one (1) member per Village. The APV shall create the architectural designs and standards for all buildings constructed in the Poinciana Villages.

4.1 Any and all plans for construction of residential, commercial, industrial or institutional buildings within the Poinciana Villages shall be submitted to the DCB for its approval prior to application for a building permit to the appropriate County.

4.2 The members of the DCB shall be appointed and removed from time to time by the APV Board of Director member of each respective Village. If a DCB seat remains vacant for more than 45 days, an Owner may be appointed to that position in the following manner: Any member of the APV Board may nominate an Owner to fill the seat. A majority of the APV Board must approve such a nomination. The Owner who is chosen by this method is not required to own property in the respective Village. An Owner appointed by this method may serve until the APV Board member representing the respective Village appoints a replacement or the Owner is removed by the APV Board. Directors of the APV may serve as members of the DCB. The members of the DCB shall select a President of the DCB from its membership. The Secretary of the DCB will be responsible for notifying the appropriate Director of the APV when a vacancy exists within the APV Director’s Village. Normally, each Village will be represented on the DCB.

## **DESIGN CONTROL BOARD CRITERIA**

4.3 Inherent in the selection of members of the DCB are the considerations of the candidates' observed experience in good citizenship; consideration of the rights of others; adherence to these Criteria; and compliance with the Declaration and Articles of Incorporation and By-Laws of the APV and those of the Village Association of which he or she is a member, including, but not limited to, the Declaration's requirement that Assessments be paid in a timely manner.

5. Meeting. The DCB will meet to consider requests received twice each month, on the first and third Wednesday of each month, or at any other time determined by the APV Board or the Manager of the APV. At least three (3) DCB members must be present at a meeting in person or electronically to form a quorum and take action.

6. Plan Review.

6.1 Generally. No construction of new improvements, alterations or additions to structures or landscape shall be commenced without the prior written approval of the DCB. No building, fence, driveway, patio, drainage, paved area, wall or any other structure shall be commenced, erected, or maintained upon the existing property; no additions to existing property or any exterior additions or alterations therein shall be made until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of the same shall have been submitted to and approved in writing by the DCB. In addition, the DCB shall have the right to approve any alteration that changes the use of a structure (e.g., conversion of a space to a bedroom). One (1) copy of all plans and related data shall be retained by the APV for its records. In the event that the DCB fails to approve an application within thirty (30) days of its submittal, such application shall be deemed disapproved.

6.2 Application. Each application to the DCB must be accompanied by documentation sufficient to describe the project to the DCB which may include (depending on the complexity of the project): a complete set of engineered plans and specifications showing any proposed topographical changes, all exterior and structural details and the relationship of the proposed work to existing structures and to property lines and a complete survey, by a Florida Licensed Surveyor, denoting layout of home with all setbacks, driveway, slabs, sheds or accessory buildings, landscaping layout as well as a statement that the lot must be fully sodded. In the case of a proposed topographical or grade change, the application must also include the written agreement of the Applicant proposing such change in topography or grade, to indemnify and hold harmless the DCB, the APV, and Avatar, their agents, servants and/or employees from any claim or cause of action whatsoever, whether justifiable or not, and from any liability resulting or which might result from its approval of such topographical or grade change. Each application must also be accompanied by the name, address, telephone number and identity of the contact person. If the contact person or his or her name address or telephone number changes, the Applicant shall immediately notify the DCB in writing. All DCB applications must have complete information and related documents to be (i) hand carried to the APV Offices for submission to the Secretary of the DCB or representative for acceptance or (ii) mailed by Certified Mail Return Receipt Requested to the address stated in Section 6.6.1 herein (iii) faxed (iv) emailed or (v) on via internet through our interactive webpage [www.apvcommunity.com](http://www.apvcommunity.com). Applications will be processed within thirty (30) days.

## **DESIGN CONTROL BOARD CRITERIA**

6.3 Additional Application Requirements. Institutional, commercial and multi-family development, civil engineering and drainage drawings shall be submitted to the DCB. In addition, a copy of all recorded plats must be delivered to the DCB.

6.4 Fees. Each application must be accompanied by required fees. The current fee schedule is available at the APV's offices. Fees may be adjusted from time to time by the Board of Directors at the Board's sole discretion.

6.4.1 Fees charged builders who begin construction without Design Control Board approval will be doubled in lots that are in violation.

6.5 Plan Review Process. The plan review process consists of three phases: Preliminary, Final and Administrative. Documents may be submitted either in separate phases or concurrently and approvals will be forthcoming in the same manner.

6.5.1 Preliminary Submission. Preliminary submission is required only for those plans for commercial projects, multi-family residential complexes and institutional and plans for development of sections of three or more single family residential complexes. The submission shall consist of a letter of application, a schematic site plan showing land use, density, drainage, traffic flow patterns, utility connections and the location of all structures on specific land sites.

6.5.2 Final Review Submission. Final review submission varies based on the improvement contemplated.

6.5.2.1 Multiple Buildings. For multiple building residential, institutional and commercial projects, preliminary review submission requires one set of drawings and documents showing:

6.5.2.1.1 The proposed title of the project, the names of the engineer, the architect, the developer, and the builder with License Number.

6.5.2.1.2 The Northpoint, scale and date.

6.5.2.1.3 The boundaries of the property, all existing easements and property lines, existing streets, buildings, water courses, waterways, lakes and other existing physical features in and/or adjoining the project. Show planned connection to the Master Drainage System.

6.5.2.1.4 The location, dimensions and character of construction of proposed streets, driveways, curb cuts, entrances and exits, outdoor lighting systems, storm drainage and sanitary facilities.

6.5.2.1.5 The location and dimensions of proposed Lots, setback lines and easements and proposed reservations for open spaces and other Common Areas.

**DESIGN CONTROL BOARD CRITERIA**

6.5.2.1.6 The location of all proposed buildings relative to Lot lines, other buildings and structures or major excavations, accessory and main.

6.5.2.1.7 Preliminary floor plans and elevations of all sides of the building(s) with proposed exterior finish and materials.

6.5.2.1.8 Landscaping drawings or schematics showing planned landscaping and identifying existing trees over six inches (6”) in trunk diameter.

6.5.2.1.9 The location, height and material of all fences, walls, screens, screen planting and landscaping.

6.5.2.1.10 The location, character, size, height and orientation of proposed signs with exterior finish proposed.

6.5.2.2 Multiple Buildings. The following details should be provided in or near the lower right hand corner of the site plan:

6.5.2.2.1 Residential: Total number of units.

6.5.2.2.2 Commercial: Total square footage of buildings.

6.5.2.2.3 Institutional: Total square footage of buildings.

6.5.2.2.4 Parcel size in acres.

6.5.2.2.5 Total number of parking spaces being provided.

6.5.2.2.6 Total number of loading spaces.

6.5.2.2.7 The amount and percentage of Lot area devoted to open space.

6.5.2.2.8 The amount and percentage of Lot area being built upon.

6.5.2.2.9 The amount and percentage of Lot area being surfaced for parking and circulation.

6.5.2.3 Single Building. For single building or house designs, for which the location or Lot sitting is not yet known, the preliminary review submission need only be the floor plans with elevations of all sides and with the proposed exterior finish described. The Surveyor’s Sketch of Survey showing building site, drives, overhangs and setbacks with total area is required prior to obtaining DCB approval for construction.

6.5.2.4 Construction Documents. Upon completion of construction documents, the Applicant shall also submit construction documents samples of exterior materials which cannot be adequately described and final recorded plat(s). Approval of construction

## **DESIGN CONTROL BOARD CRITERIA**

drawings is part of all Final Reviews. Changes which affect the appearance of the grounds or building exterior shall be coordinated with the DCB before being finalized in the drawings. Section 9 of these Criteria contains minimum landscaping requirements.

6.5.2.5 Multifamily Dwelling (Duplex only). A single structure containing two (2) units, side by side, neither of which is an ancillary structure. Land must be zoned for a multifamily dwelling and once the structure is built it cannot be converted into a single family dwelling by changing the floor plans. Duplexes shall only be built on duplex lots specified in State of Florida Department of Community Affairs, Division of Local Resource Management's Binding Letter of Interpretation of Vested Rights Status File No. BLIVR-783-002 dated May 17, 1983, as described in the Land Use Maps promulgated based on that letter and any subsequent Binding Letter of Interpretation Modification. Although duplexes do not require a garage they must have a driveway per unit not to exceed existing driveway width requirements per Criteria section 9.1.1 to accommodate vehicle parking. Each unit must have its own exit directly to the public way. Construction of duplexes on a Lot not specified as multifamily dwelling on the APV Land Use Maps is prohibited.

6.5.2.6 Rehabilitation Facilities (i.e., Assisted Living Facilities Halfway Houses, Senior Centers, etc). A single structure that will blend with their scale and material selection into the portion of the Poinciana Villages that they serve. Each rehabilitation facility must be built on a zoned commercial tract within a residential neighborhood that meets all Federal, State and County requirements and must be submitted for review by the DCB according to paragraph 6.1 with its intent as a guideline.

6.5.3 Administrative Review. Certain items may be approved administratively (i.e., without a full meeting of the DCB) ("Administrative Review"). Items subject to administrative approval are identified by the DCB from time to time. Examples of items that may be approved administratively are repainting of a structure with an identical color previously approved by the DCB or approvals of fences, sheds and satellite dishes conforming to existing standards.

### 6.6 DCB Processing.

6.6.1 Plan Submission. Plans and documents should be submitted to:

Design Control Board  
Association of Poinciana Villages, Inc.  
401 Walnut Street  
Poinciana, Florida 34759  
(863) 427-0900

### 6.6.2 Approval.

6.6.2.1 Required Revisions. The DCB will notify the Applicant in writing of any revisions which must be made to plans or information which would gain approval of the DCB. In which event, the Applicant must resubmit the reviewed plans. Some approvals may be subject to conditions as stated in the approval letter.

## **DESIGN CONTROL BOARD CRITERIA**

6.6.2.2 County and State Approvals. The Applicant is responsible for obtaining the necessary County, utility and other regulatory reviews and approvals required including, without limitation, all required building permits. Approval by the County, State or applicable utility does not waive the requirement for DCB approval.

6.6.2.3 No Warranty. Upon approval of any plans and specifications submitted, a copy of such plans and specifications shall be deposited with the DCB for its permanent record. Approval shall in no way imply that the structure contemplated to be built is safe or structurally sound. No deviation shall be permitted from the plans and specifications so approved, without further independent submission to and approval of such changes by the DCB.

6.6.2.4 No Waiver. The approval of the DCB for use on any Lot of any plans or specifications submitted for approval, shall not be deemed to be a waiver by the DCB of its' right to object to any of the features or elements embodied in such plans or specifications, if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

6.6.2.5 Variances. The APV Board has the right to agree to variances from the provisions of these Criteria for reasons of practical difficulty or hardship which otherwise would be suffered by any applicant, without the consent of the Owner of any adjoining or adjacent home. Any variance shall be manifested by written agreement and shall not constitute a waiver of any restriction or provision of these Criteria as to any other home. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion, and may only be granted by the APV Board, typically upon the recommendation of the DCB.

6.6.2.6 Rehabilitation Facilities (i.e., Assisted Living Facilities, Halfway Houses, Senior Centers etc.). A single structure that will blend with their scale and material selection into the portion of the Poinciana Villages that they serve. Each rehabilitation facility must be built on a zoned commercial tract within a residential neighborhood that meets all Federal, State and County requirements and must be submitted for review by the DCB according to paragraph 6.1 with its intent as a guideline.

6.6.3 Disapprovals. These Criteria will be applied equitably to all Applicants. The DCB's decision is based on the standards of these Criteria. Decisions by the DCB can vary in the areas of aesthetics, color and texture, site location depending on adjacent construction and other variable factors.

### 6.6.3.1 Grounds for Disapproval.

6.6.3.1.1 By way of example, and not of limitation, the DCB shall have the right to disapprove any plans and specifications submitted because of any of the following:

6.6.3.1.2 Failure to include information in such plans and specifications as may have been requested.

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6.6.3.1.3 Failure of such plans or specifications to comply with the Declaration.

6.6.3.1.4 Objection to the exterior design, appearance or materials of any proposed structure.

6.6.3.1.5 Incompatibility of any proposed structure or of the proposed structure's use to any existing structures.

6.6.3.1.6 Objection to a location of any proposed structure with reference to other Lots or structures in the vicinity.

6.6.3.1.7 Objection to the grading plans for any Lot.

6.6.3.1.8 Objection to the color scheme, finish proportions, style or architecture, height, bulk or appropriateness of any proposed structure.

6.6.3.1.9 Objection to parking areas proposed for any Lot on the grounds of incompatibility to proposed uses or insufficiency of the size of the parking area.

6.6.3.1.10 Any other matter which, in the judgment of the DCB, would render the proposed structure or uses inharmonious with the general plan of improvement of the property or with structure or uses located upon other Lots in the vicinity.

6.6.3.1.11 The APV Board may adopt and promulgate rules and regulations, to be enforced by the DCB, regarding the preservation of trees and other natural resources and wildlife upon the property. If it shall deem it appropriate, the DCB may mark certain trees regardless of size as not removable without authorization from the DCB.

6.6.3.1.12 New applications will not be accepted or considered by the DCB if there are any known infractions or non-compliance of these Criteria existing at any of the Applicant's previously approved sites or any failure to pay Assessments.

6.6.3.1.13 Applicant's failure to repair damage to adjacent property. All damaged areas must be returned to like or better than original condition. Following notification by the APV of the violation, Applicant must rectify violations within a reasonable period of time taking into account insurance payments or other factors deemed relevant by the DCB.

6.6.3.1.14 Failure to comply with any requirements in these Criteria.

6.6.3.1.15 Failure to comply with Declaration requirement for payment of Assessments. Assessments must be current prior to submission for DCB approval in all properties owned by the Applicant.

6.7 Appeals. All Administrative disapprovals by staff are subject to appeal and will be reviewed solely by the DCB. All disapprovals by the DCB are subject to reconsideration by the

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DCB. All requests for appeal and reconsideration must be upon the written request of the applicant which must provide a full explanation and detailed information substantiating the appeal or reconsideration. All such requests must be submitted to and received by DCB no later than seven (7) working days before the meeting at which it is to be considered. Appeals to the APV Board are not available with regard to case specific issues arising under these Criteria. The decision of the DCB are final. In the event the DCB determines that an amendment to these Criteria is appropriate, it may be so recommend to the APV Board. Appeals to the APV Board must meet the APV suspense cutoff date to the APV Board and have input from the DCB.

6.8 Repeated Violations. In cases of repeated violations of these Criteria by any Applicant, including his or her subcontractors, the DCB may require a cash payment of up to \$500 be deposited for each building request submitted. After a fifth (5th) infraction in any calendar year, the deposit will escalate to \$1,000 for each building request. The deposit will be returned upon satisfactory final inspection by the DCB after completion. Failure of the Applicant to rectify DCB violations within thirty (30) days after notification by the DCB may result in imposition of a fine payable from the cash bond for site in question. If the Applicant does not rectify the violation within thirty (30) days after notification from the DCB, the DCB will have the option to either request that fine(s) be imposed and/or use the cash payment funds to rectify the violation and/or pursue any and all legal rights in law or equity. A \$1,000 deposit will be required from all Applicants who begin construction without prior DCB approval, including upon a first offence.

### OPTION:

The Applicant may establish a deposit account in the form of cash, bond, or letter of credit, in a sum acceptable to both parties (*i.e.*, \$5,000.00 or more), with the understanding that the Applicant is obliged to maintain a credit balance and increase the same to the maximum amount required within ten (10) days of a request to do so by the DCB.

## 7. Design, Criteria, Structures.

7.1 Establishment of Criteria. The following Criteria are established by the APV Board as recommendations for all residential, commercial and institutional structures, walls, fences, and improvements. It is the intent of these Criteria to provide a visual impression with as many natural surfaces, textures and colors as is possible and to prevent abrupt texture and color variations.

7.2 Elevations. All elevations for each structure should meet the applicable County requirements, as determined by the DCB.

7.3 Exterior Materials. The following exterior materials and colors are acceptable:

7.3.1 Concrete or clay brick finished or painted in subdued tones. The final color is subject to DCB approval.

7.3.2 Vertical or horizontal wood siding stained or treated for weathered look. Aluminum, vinyl or hardboard siding below eight feet (8') in height may be approved if the DCB finds this material compatible with its surroundings. If aluminum, vinyl or hardboard siding is

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used, it must be painted with subdued colors approved by the DCB. Any lumber used for the purpose of exterior siding, fascia or trim must be approved. Siding samples are required for aluminum, vinyl and hardboard.

7.3.3 Concrete block, when used, must be painted or stucco covered.

7.3.4 Stone or decorative block.

7.3.5 Roofing. Asphalt or fiberglass shingles, wood shake, slate, tile, shake, standing seam metal, cement and other materials may be considered by the DCB. The final color of roofing is subject to DCB approval. Ancillary structures attached to the house cannot have corrugated roofing panels. Roll/corrugated roofing material is not allowed on any residential or ancillary structure.

7.3.6 The final color of all stucco is subject to DCB approval. The color used and the location of the building so painted should blend with surrounding houses. The DCB may allow painted struck block on side and rear elevations.

7.3.7 Materials for exterior finishing other than those listed above must be submitted to the DCB for consideration. Samples should be provided. Any changes to approved Criteria must be approved by the APV Board.

7.4 Garages. All single family homes must have a garage. Carports are only permitted in Village Nine (Broadmoor). Minimum dimensions for a one (1) car garage are eight feet (8') wide by eighteen feet (18') long clear space. Minimum dimensions for a two (2) car garage are sixteen feet (16') wide by eighteen feet (18') long clear space. Openings of garages shall have garage doors. Interiors of garages of frame-structure houses shall be finished with dry wall. Homes with three (3) or more bedrooms, or two (2) or more bedrooms with a den, must have a two (2) car garage, except for Village Nine (Broadmoor). The DCB may permit deviations from this Section for homes built prior to January 1, 2002 that were constructed with DCB approval but do not conform to these garage requirements. Garages accommodating more than two (2) cars may be permitted with DCB approval. Notwithstanding any other provision hereof, a garage shall not be converted into a bedroom or into a room for any other type of use.

7.4.1 Detached Garages. Detached garages must be built on a cement slab and must match the materials and roofing of the main structure. Driveways to the detached garage must be compatible with the existing driveway/walkway. A detached garage may not be built on an otherwise vacant Lot unless the Lot is combined with a neighboring Lot containing a house. A detached garage may only be single story and utilized as a garage only. Detached garages may not exceed 350 square feet.

7.5 Screen Doors in Front of Garages. Screen doors are permitted in front of existing garage door based on the following conditions:

7.5.1 Screening must be framed in complimentary color and be placed on a tracking system.

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7.5.2 Garage area must be used for a garage only and not converted into an extra room of any style. This applies to both attached and detached garages.

7.5.3 With the exception of screen doors, no other enclosure of garages is permitted.

7.6 Storage Tanks. Storage tanks of any description must be placed below ground or screened from view. Any storage tank in excess of fifty (50) gallons must be placed below ground and must be placed no less than fifteen (15) feet from any adjacent property. Only one tank is allowed on each Lot. Multiple storage tanks are prohibited. The tank must be outside all the established easements.

7.7 Storage Sheds. Storage sheds are allowed, however, only one (1) shed with a maximum dimension of two-hundred (200) square feet per unit and must be placed in the back yard of the property. Storage sheds may not encroach on any established setback including those in paragraph 8.1. Storage sheds shall be maintained to prevent them from becoming unsightly or deteriorated. Sheds must not be taller than ten (10) feet from floor to exterior peak of the roof and must not be attached to the house. Sheds must be installed on a concrete pad and/or secured as required by applicable building code or County ordinance. The color of a shed must complement the exterior color of the primary residence. The Cypress Woods Covenants prohibit sheds in Cypress Woods.

7.8 All and Window Air-Conditioners. No wall or window air-conditioners shall be permitted without screening by shrubbery or an appropriate material approved by the DCB. Wall and window units must not be installed more than four (4) feet above ground level. DCB approval is required prior to installation.

7.9 Wiring. Secondary underground distribution wiring from street to building is mandatory and shall be the responsibility of the individual/Owner builder when not otherwise defined by contract. Primary wiring along arterial streets may be of overhead design when deemed appropriate by the applicable power utility.

7.10 Height. Height limitation in single family residential dwellings shall be thirty feet (30'). Height limitations in multi-family residential shall be determined by the land use plans. Minimum roof pitch for all residential units is 4/12 except within Broadmoor.

7.11 Pools. In-ground swimming pools are permitted. Above-ground pools are allowed; however, the property must be fully enclosed on the sides and rear with a 6' solid privacy fence (PVC, concrete block or brick) sufficiently opaque and of such height so as to prevent the pool from being seen from the public side of the fence, APV Greenways and/or roadway: not to exceed current fence requirements. County requirements for fencing or screening pools must be complied with. Any decking around pools must not be visible outside the fence and must be approved by the DCB.

7.12 Dust and Erosion. Dust abatement and erosion control measures are the responsibility of the Applicant in all stages of construction.

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7.12.1 Builders must contain all debris during all stages of construction in an approved and covered container pursuant to Section 13.1 of the Poinciana Subdivision Declaration.

7.13 Parking. All new individual residents' plans shall include provisions for at least two off-street parking spaces per single family residence, excluding the garage.

7.14 House Numbering. All Applicants for the construction of new residential units will provide house numerals in accordance with local requirements. All residential units must display house numerals on the structure at all times that can be read from the street.

7.15 Chimneys. Chimneys on all homes shall NOT be of the exposed metal stovepipe type. Chimneys must be sided with materials consistent with the exterior of the home.

7.16 Access. When residential Lots have access from more than one (1) street, vehicular access must be from the minor street only.

7.17 Pricing. The Board of Directors approved the listing of pricing on any approved housing signage within Poinciana.

7.18 Foundation. Foundation for homes, except Broadmoor – Village 9, must be poured cement.

8. Setback Lines and Building Sitting. Because the establishment of standard flexible building setback lines for location of houses on Lots tends to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, preservation of important trees, and other issues, variations in setbacks are encouraged. The structures will be located with regard to the topography of each individual Lot, taking into consideration, the location of large trees and similar considerations. The DCB shall have the right to disapprove housing plans on the basis of improper sitting. For further information respecting setbacks, please see **Exhibit 1** attached hereto and made a part hereof. To the extent that any plat requires larger setbacks than specified in **Exhibit 1**, then the setbacks in such plat shall control.

8.1 Ancillary Structures. All ancillary structures must be ten feet (10') away from the rear property line and seven and a half feet (7.5') from the side property line. Any attached roofed vertical structure must have a minimum of twenty feet (20') rear setbacks, seven and a half feet (7.5') side setback and twenty five feet (25') front setback, with the exception of pie shape corner lots, which have a ten feet (10') rear setback, seven and a half feet (7.5') side and twenty five feet (25') front setback. Free standing ancillary structures of any type are prohibited in Cypress Woods.

9. Design Criteria Landscaping. Landscape plans shall consist of the scale of no less than one inch (1") equals thirty feet (30') and will indicate plant materials, sprinkler systems, if any, and path and drive materials. Plans with different scales may be accepted for large-scale developments.

9.1 Exterior Elements. This Section 9.1 of these Criteria deals with the elements of landscaping and exterior elements.

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9.1.1 Driveways and Walkways. Driveways must be constructed of either concrete, asphalt, or brick pavers. Walkways on a Lot shall be of the same materials as the driveway on the Lot unless otherwise approved by the DCB. Any walkway adjacent to the residence dwelling must not exceed two (2) feet in width. Driveways may not exceed a total of 24' combined width. Driveways may be painted with an APV approved driveway color with DCB approval. Homes with three car garages may have a driveway not to exceed 27' in width. Circular or semicircular driveways are prohibited. Additions and modifications to existing driveways require DCB approval.

9.1.2 Vegetation. Care shall be taken to preserve any natural trees, shrubs or other desirable vegetation existing on property and Applicants are urged not to remove trees unnecessarily.

9.1.3 Minimum Landscaping. Upon completion of a building site or section development, unless the requirements are met with natural vegetation, all building areas shall have the following minimum landscaping provided by the builder/developer according to a site plan which has been previously approved by the DCB.

9.1.3.1 Lots must be fully sodded.

9.1.3.2 The DCB can change results for a similar high quality of landscaping such as Florida Friendly Landscape, formerly known as Xeriscape, which is also allowed per design approved on a case by case basis.

9.1.3.3 Shrubs and other ornamental plants in front of the house, with the exception of trees, may not be taller than 4 ft.

9.1.4 Multiple Family Screening. Multi-family dwelling property lines adjacent to other residential uses shall be adequately screened with landscaping or fencing.

9.2 Maintenance of Lawn and Landscaping. Lot Owners are responsible for maintaining the exterior appearance of their Lots, including, but not limited to, the driveways, walks, fences, ancillary structures, lawn and landscaping thereon, in a neat and attractive condition and good order and repair. Owners are required to undertake all maintenance, repairs and/or other actions to ensure their Lots, and all the driveways, walks, lawn, landscaping and other improvements thereon, persist in a neat and attractive condition and good order and repair. Lot Owners must provide the same maintenance to that portion of any adjacent Common Area or public right-of-way, lying between the Lot boundary and any street, or alley. The following guidelines are intended to supplement and be read in accordance with the other provisions of these Criteria.

9.2.1 Lawn and Landscaping. Among any other actions necessary to comply with these Criteria, Lot Owners are responsible for the following in connection with the lawn and landscaping on their Lots:

9.2.1.1 Maintaining the lawn and landscaping in the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any plain, dead or bare areas of the lawn;

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9.2.1.2 Maintaining the lawn and landscaping in the Lot in such a manner as to avoid the appearance, accumulation and/or existence of any dead landscaping;

9.2.1.3 Maintaining the lawn and landscaping in the Lot in such a manner as to avoid the appearance, accumulation and/ or existence of any type of any type of debris and/ or plant debris;

9.2.1.4 Maintaining the lawn and landscaping on the Lot in such a manner as to avoid the appearance, accumulation and/or existence of noxious, uncultivated, or rank weeds, grasses, or undergrowth including plants and grass growing around or through fencing;

9.2.1.5 Seeding, over-seeding, sodding and/or re-sodding any dead or dying portions of the lawn or as otherwise necessary ensure compliance with these Criteria;

9.2.1.6 Watering the lawn and landscaping thereon, in compliance with any relevant watering guidelines imposed by any municipal, county, state or other governmental entity, as necessary to keep such lawn and landscaping in a green, healthy and living condition;

9.2.1.7 Mowing, edging, trimming, weeding and performing all other forms of lawn maintenance on a regular basis so that the lawn thereon persists in a well-maintained, green, healthy and living condition;

9.2.1.8 Trimming and performing all other forms of landscaping maintenance on a regular basis so that the landscaping persists in a well maintained, green, healthy and living condition; and

9.2.1.9 Causing the lawn and landscaping to be treated, as needed, with fertilizer, pesticides and any other chemicals or agents so that the lawn persists in a healthy, green and living condition, free of weeds and insects.

9.2.2 Driveways. Walks. Patios. Paved Surfaces. Among any other actions necessary to comply with these Criteria, Lot Owners are responsible for maintaining the driveway(s), walk(s), patio(s) or paved surface(s) on their Lots by cleaning, pressure washing and/ or otherwise removing all stains, mold, mildew or other discolorations appearing thereon. Additionally, Lot Owners are required to repair, restore and/or replace all cracks, holes, grading deviations and/or other defects in the driveway(s), walk(s), patio(s) or paved surface(s) on their Lots.

10. Commercial and Institutional Buildings. It is the intent of these Criteria to exercise architectural control over commercial and institutional structures, so that these structures will blend with their scale and material selection into the portion of the Poinciana Villages that they serve. Each commercial and institutional area will be reviewed by the DCB on a separate basis with this intent as a guideline. All commercial buildings must be constructed in accordance with the applicable County code.

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11. Signage. Preliminary and Final Designs of all signage visible from the outside of the buildings must be submitted to the DCB for approval as to their structural and site compatibility. All signage must be in accordance to the Poinciana Signage Requirements attached hereto as **Exhibit 2.**

12. Building Alterations, Additions, Detached Structures and Maintenance. (See also Section 7 of these Criteria) Case history and approved listings of the building materials and colors approved by the DCB are available at the Office of the APV.

12.1 All Additions Require Approval. Any addition to an existing building, any exterior alteration, modification or change to an existing building, or any new detached structure must have the approval of the DCB before any work is undertaken. Examples of such projects include a deck, greenhouse, fireplace, fence, or added concrete surfaces.

12.1.1 The DCB shall review and process written approval or denial for all exterior changes to the property and/or house. An approval to the homeowner or contractor is valid for ninety (90) days with up to one (1) ninety (90) day extension for projects including fences, sheds, repaint, added concrete surfaces, in-ground pools, porches and such (additions, accessory structures, etc). A homeowner or contractor that has commenced or completed an exterior change to the property and/or house must submit a written request for review and timely provide the DCB with all the information necessary for the DCB to undertake such review. The DCB, at its discretion, has the ability to grant further extensions. Upon completion of the work, the property Owner must notify the Community Service Department for inspection.

12.1.2 The DCB shall review and process a written approval or denial for all exterior changes to the property and/or house. An approval for a builder is valid for one (1) year with up to one (1) ninety (90) day extension for projects to build a dwelling or units, and any major construction to the main structure. The DCB at their discretion has the ability to grant further extensions. Upon completion of the work, the property Owner must notify the Community Service Department for inspection.

12.2 No Temporary or Portable Structure. Any addition, exterior alteration, modification or change to any existing building shall not be portable or temporary and shall be compatible with the design character of the Parent Structure. Pole canopies are prohibited, party tents may be in place for not more than 72 hours. Any new detached structure shall be compatible with the Parent Structure. Dog kennels and dog runs are not allowed; however, dog pens are allowed. Dog pens shall only be constructed of chain link fencing material and must be accompanied by a dog house for protection from the elements. A chain link dog pen cannot have a roof and must have top rails. It must not exceed the 200 square feet dimension, cannot be taller than six (6) feet and must be placed in the rear of the property. Only one dog pen is allowed per Lot. No more than two (2) pets are allowed per household. All structures must stay away from the established Setback.

12.3 Awnings and Shutters. Awnings and shutters which are compatible with the Parent Structure may be considered on a case by case basis by the DCB. Awnings must be permanently attached to the main structure (i.e. sun setter awnings) and retractable awnings are preferred. Stripe-pattern awnings are not allowed. Hurricane shutters may be added to a structure upon

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approval by the DCB, but may only be closed during a hurricane watch or hurricane warning as issued by the National Hurricane Center and must be opened within 72 hours after the hurricane watch or warning has been lifted. Hurricane shutters may not remain closed, nor openings in the building covered with boards or other material, when there is no hurricane watch or warning in effect.

12.3.1 Gazebo. Wood Gazebos with tiled roof and decorative skirting are allowed; additionally, wrought iron and aluminum framed canvas topped gazebos are permitted, one gazebo per household and not to exceed a maximum dimension of two hundred (200) square feet per structure and a maximum height of ten (10) feet. All gazebos must be permanently installed on a poured 4" concrete foundation, placed in the rear of the property outside of the easements/setbacks upon obtaining written approval from the DCB. An owner of a Poinciana residential lot will be allowed maximum of 3 detached ancillary structures on their property. Ancillary structures are not allowed on otherwise vacant Lots. Wood gazebos must have tile or shingle roof.

12.3.2 Greenhouses: Greenhouses shall be of the commercially manufactured type, only of aluminum or galvanized steel frame, with flat polycarbonate panels, one (1) greenhouse not to exceed two hundred (200) square feet, a maximum height of ten (10) feet from floor to exterior roof peak with gabled or Dutch barn gabled polycarbonate roof. The greenhouse must be located in the rear of the property and out of all easements with written approval of the DCB. The greenhouse must also be anchored in concrete or strapped down, and may not be used for commercial enterprise or for storage purposes. The Greenhouse wall sections must remain clear with opaque paneling only allowed on the roof.

12.3.3 Pergola is a supporting structure, vertical posts with rafters across the top. These are open and flat, running at regular intervals horizontal across. They are supported by side rafters. Their sides being square or rectangular in shape, they have straight lines as the basis of their structure. Pergolas must be permanently installed in the rear of the property. All posts must be cemented in the ground or if set on a slab they must be mounted. Only one (1) per dwelling and not to exceed 200 square feet and must be maintained in perpetuity.

12.4 Exterior Materials. Only the exterior materials existing on the parent structure or compatible with the architectural design character of the Poinciana Villages will be approved.

12.5 Exterior Colors. Exterior color changes (repainting) must have written DCB approval prior to repaint application, whether or not the original house color is changed. DCB color scheme approvals will solely be represented in the Poinciana Residential Color Selection Book for review at the APV Community Service Office. Colors in the Poinciana Residential Paint Color Selection Book are interchangeable in combination as long as they do not conflict and as long as a wall color stays a wall color. Murals and similar images are prohibited on roofs, walls, fences and other exterior surfaces. Two-tone walls on the exterior of homes are not allowed. Notwithstanding anything herein these Criteria to the contrary, all requests for relief from the provisions of this section, whether denominated a request for a variance, or appeal, shall be limited to the DCB. Further review by the APV Board shall not be available.

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12.6 **Maintenance.** Lot Owners are responsible for maintaining all homes' exteriors and ancillary structures on their Lots in a neat and attractive condition and good order and repair and shall not permit their homes' exteriors and ancillary structures to deteriorate or become unsightly. Owners are required to undertake all maintenance, repairs and/or other actions to ensure their Lots, and their homes' exterior, ancillary structures and other improvements thereon, persist in a neat and attractive condition and good order and repair to maintain harmony and blend with the other existing homes in the immediate vicinity (i.e., paint peeling, torn screens and broken windows). Lot Owners must provide the same maintenance to that portion of any adjacent Common Area or public right-of-way, lying between the Lot boundary and any street, or alley. The following guidelines are intended to supplement and be read in accordance with the other provisions of these Criteria. Among any other actions necessary to comply with these Criteria, Lot Owners are responsible for the following in connection with the homes' exteriors and ancillary structures on their Lots:

12.6.1 Repair, restore and replace all missing, broken and/or deteriorating stucco, siding, bricks, stones or other materials on the exterior of the home or ancillary structures on the Lot;

12.6.2 Repair, restore and replace all missing, broken, inoperable and/ or deteriorating doors, windows and shutters, of any type, and related apertures including broken blinds and torn or tattered window coverings visible from the street. Cardboard, aluminum foil and silvered material are not permitted as window coverings. Plywood is prohibited in windows and door openings. Decals and widow stickers are not permitted unless approved by the DCB;

12.6.3 Pressure wash, clean and otherwise remove all stains, mold, mildew or other discolorations appearing on the exterior of the home or ancillary structures, including, but not limited to, those appearing on the doors, walls, roof(s), soffits and fascia;

12.6.4 Paint and/or re-paint the home, fence or ancillary structures on the Lot when needed {i.e. peeling paint, fading, spotting};

12.6.5 Repair, restore and replace all missing, broken and/or deteriorating roof(s), shingles or other components of the roof(s) and ensure that such roof(s) are consistent in appearance;

12.6.6 Repair, restore and replace all missing, broken, inoperable and/ or deteriorating components of any ancillary structure on the Lot;

12.6.7 Repair, restore and replace all missing, broken, inoperable and/ or deteriorating mailboxes or similar improvements on the Lot. Numbers are required on all individual mailboxes and must be legible;

12.6.8 Repair, restore and replace all missing, broken, inoperable and/or deteriorating decks and/or components of decks.

12.6.9 Repair, restore maintain fences including pressure wash, stain and trimming of vegetation/grass from both the yard and public view sides of the fence.

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### 12.7 Fencing.

12.7.1 Residential Fencing Generally. Any residential fence or screen must have the approval of the DCB before installation is undertaken. No fencing is permitted in the front of a home. Low ornamental landscaping such as border stones in front of the home is permitted. The maximum height of any fence for a house is six feet (6') and cannot be placed beyond the front elevation, excluding fences for tennis courts and including swimming pool enclosures. Rear Flag Lots fencing will be reviewed on a case by case basis by the DCB. Empty lots may not be fenced unless fenced in conjunction with a neighboring Lot containing a house. Garden fences require DCB approval.

12.7.2 Commercial and Institutional Fencing. Commercial and institutional fencing will be considered by the DCB on a case-by-case basis.

12.7.3 Vehicular Traffic Sight Lines. No fence or screen will be approved if its installation will obstruct sight lines for vehicular traffic. Road rights-of-way will be maintained as green areas.

12.7.4 Types of Fencing. Only wrought iron, block, brick, vinyl PVC, vinyl coated chain type with top rail or chain link fencing with top rail and aluminum slotted picket will be approved if the design is in general conformity with the architectural design of the Poinciana Villages. Solid metal panel/privacy fence material is prohibited. "Lattice" can be only used as a decorative feature along the top of a solid privacy fence sufficiently opaque, built in and framed from a manufacturing company. Any lattice shall be included in and not exceed the total allowable height of the fence. The use of mesh, wire, or plastic as fencing materials is prohibited. The use of mesh as screening material is prohibited. No wall or fence shall be erected or placed within the front setback lines of any Lot. Block walls shall be stuccoed, painted and regularly maintained. Fence panels and posts must be of the same material. Chain link fences are not permitted in Cypress Woods.

12.7.4.1 Any remaining wood fences must be maintained and kept in good repair. Wood fences may be painted white, natural-wood stain or have a weather wood look. Painting/staining wood fence with any color not specified above is not permitted. In the event that an existing wood fence becomes damaged, wears or reaches the end of its life so as to require replacement, the fence must be replaced using materials allowed in paragraph 12.7.4 of this criteria.

12.7.5 Fence colors. PVC fences may be white, beige or natural-wood color. Wrought-iron/aluminum or standard/vinyl coated chain link fence may be black or bronze. Uncoated chain link fence may be bare metal. Plastic weaves on chain-link fences may only be white, cream or brown and require DCB approval prior to installation of the weave. Fences must be kept clean and in good repair.

### 12.8 Antennas.

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12.8.1 Exterior antennas are permitted but those of the larger C-B or HAM rig type are discouraged. If an antenna is erected by an individual resident, it should be located as inconspicuously as possible and must be in conformance with the Federal Communications Commission (FCC) Regulations.

12.8.2 In order to make sure that satellite dishes and antennas are placed in a location that will not endanger the health, safety and welfare of the Poinciana Villages residents, written consent of the DCB is required for approval to install satellite receiving antennas or related type equipment. Satellite dishes up to 1 meter (39 inches) in diameter and ground mount masts up to 12 feet maximum vertical position will be approved administratively. The proposed location shall not endanger the health, safety or welfare of the Poinciana Villages residents.

12.9 Exterior Lighting. In addition to builder installed garage carriage lights and porch lights, residents may add up to a maximum of four (4) mounted exterior lights for ornamental and/or security purposes. Additionally, the lighting of screened porches, screen pool enclosures, gazebos and pergolas is permitted. Acceptable lighting for screen porches, screen pool enclosures, gazebos and pergolas are permanently mounted fixtures, bulb style strand lights and rope lights (maximum of four strands/ropes per structure). Use of Christmas style string/strand lights for this purpose is prohibited. Temporary post strung strand lights for hosting of an outdoor event is permitted for a period of not more than 72 hours. All exterior lighting must be installed in such a manner so they are not obtrusive nor present a nuisance to neighboring residents.

12.9.1 Exterior holiday ornaments and lighting may be in place from November 15 through January 10. Landscape lighting shall be installed flush with the lawn at a height not to exceed twelve (12) inches. Lamp-post lights must be constructed from metal, may not exceed seven feet six inches (7' 6") in height and must be properly anchored. No more than two (2) lamp posts per home.

12.10 Portable or Temporary Structures. Portable or temporary structures are not permitted. However, the following are permitted:

12.10.1 Outdoor clothes dryers of the carousel/umbrella or T-type. Outdoor drying lines should be screened with shrubbery and placed to the rear of the Lot.

12.10.2 Child play equipment (*i.e.*, swings, slides, jungle gyms). Such equipment should be prefabricated and erected to the rear of the house as inconspicuously as possible. Equipment combining a storage shed with play equipment is prohibited.

12.10.3 Basketball hoops are allowed only in one of three locations: 1) attached to the house above the garage door; 2) to the rear of the house or; 3) a temporary or permanent basketball hoop adjacent to the driveway located between the side of the driveway and the side-lot line of the property closest to the driveway. All basketball hoops must have DCB approval. Only one basketball hoop per Lot will be approved. Basketball hoops must not encroach upon any county easement.

12.10.4 Projection Screens. Projection screens are not allowed outside of dwelling.

## **DESIGN CONTROL BOARD CRITERIA**

12.10.5 Generators. Permanently installed generators must be screened from view by shrubbery or with a structure approved by the DCB.

12.10.6 Solar panels are permitted. The preferred location is roof mount, however ground mounted solar arrays are permitted. Ground mounted solar arrays must be located at the rear of the house and enclosed by a six (6) foot privacy fence.

12.10.7 Any ornamental structure in front of the house such as a fountain, wishing well or benches must not be taller than 4 feet.

12.10.8 PODs are permitted for a maximum of 30 days and must be placed on the driveway. Only one POD per Lot is allowed.

12.10.9 A Construction Dumpster may be used during home repairs or renovation but must be preapproved by the DCB. Only one dumpster is allowed. It must be placed on the driveway and may remain on the Lot for a maximum of 7 days.

### 12.11 Model Center. Model Center ONLY Criteria:

12.11.1 All model center layouts to be approved by the applicable County and the DCB.

12.11.2 Driveways may be omitted until residential occupancy occurs providing adequate alternative parking is provided.

12.11.3 Sidewalk for model pedestrian access may be constructed.

12.11.4 Ornamental fences to a maximum of three feet (3') high may be installed in the rear of models.

12.11.5 Additional landscaping, irrigation and accent lighting may be included.

12.11.6 Signage for Model Centers shall be as follows:

12.11.6.1 One six foot (6') by four foot (4') identification sign may be utilized for each model center plus one small descriptive sign for each model and customary welcome flags, etc.

12.11.6.2 The only signs allowed are identification and directional. Only model's name, price, number of rooms, phone number and name of builder are allowed as model signs.

12.11.7 Temporary pedestrian entry doors may be affixed to the front and/or side of the garage together with decorative awnings.

## **DESIGN CONTROL BOARD CRITERIA**

12.11.8 A letter of agreement and a \$5,000 Irrevocable Letter of Credit, CD or similar device will be deposited with the APV per each home in the model center that does not comply with these Criteria to insure that all model center residences will conform to these Criteria prior to residential occupancy. Such security deposit will be released upon satisfaction that the model home has been brought in compliance with residential requirements. If the requirement is not satisfied, the APV Board will have the option to either draw upon such security to bring the home(s) in question into compliance with these Criteria upon occupancy for residential purposes and/or request that fines be imposed and/or pursue any and all legal rights in law or equity.

### 13. Building Permits and Codes.

13.1 Approval of any project by the DCB does not waive the necessity of obtaining the required County building permits. Obtaining a County permit does not waive the need for DCB review. The letter of approval from the DCB may facilitate obtaining the required County building permit.

13.2 The DCB will not knowingly approve a project which is in violation of the applicable County Building or Zoning Codes.

14. Enforcement. Enforcement of this Criteria shall be in accordance with the Declaration and as set forth in this Criteria.

### 15. DCB.

15.1 Right to Inspect. The DCB, its agents and members specifically reserve the right of entry and inspection upon any portion of the Poinciana Villages for the purpose of determining whether there exists any violation of the terms of any approval or the terms of the Declaration or the Criteria set forth herein. Without limiting the foregoing, the DCB shall have the right to make as many inspections as DCB deems necessary, without prior notice to the owner or builder and at the sole discretion of the DCB during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the DCB. Neither the DCB nor any member or agent thereof shall be deemed to have committed a trespass or other wrongful act by reason of such entry and inspection.

15.1.1 Inspection Criteria. Inspections of a property undergoing construction or repair shall include, but are not limited to: sod and landscape, impact on surrounding lots, streets and common areas (debris on, or damage to, neighboring areas).

15.2 New Standards and Policies. The APV Board may, from time to time, adopt new standards and policies and/or modifications to these Criteria. The DCB may suggest to the APV Board, from time to time, amendments and/or modifications to these Criteria. Upon adoption by the APV Board, such standards and regulations shall govern the performance or conduct of Owners, contractors and their respective employees within the Poinciana Villages, for the purpose of ensuring compliance with the regulations set forth in the Declaration. Each Owner and contractor shall comply with such standards and regulations and cause its respective employees to also comply with same. Such standards and regulations shall also govern the form and content of

## DESIGN CONTROL BOARD CRITERIA

plans to be submitted for approval including, without limitation, exterior lighting and planting of trees and may issue statements of policy with respect to approval or disapproval of the architectural styles or details. Such rules and regulations may be amended or revoked at any time.

15.3 Change Orders. The DCB shall, without incurring any liability, have the right to prepare change orders and order minor changes while the approved work is in progress.

### 16. Liability.

16.1 No Responsibility. Neither the DCB nor any of its members shall be responsible for:

16.1.1 Construction, means, methods, techniques, sequences or procedures of the safety precautions.

16.1.2 The Owner's failure to carry out the work in accordance with contract documents.

16.1.3 The acts of omissions of the contractors, subcontractors or any of their agents or employees performing any of the work.

16.2 Held Harmless. Avatar, the APV, and the DCB, and their agents, servants, employees or other designees, shall be held harmless from any and all claims, damages, losses, and expenses including, without limitation, attorney fees and paraprofessional fees at trial and upon appeal arising out of their actions or decisions.

16.3 Owner Responsibility. Each Owner is responsible for insuring compliance with all terms and conditions of the Criteria set forth herein 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 DCB, 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 DCB shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in the Poinciana Villages. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's contractor(s).

17. Severability. Invalidation or removal of any of these rules or regulations by judgment, decree, court order, statute, ordinance, or amendment by the DCB, shall in no wise affect any of the other provisions which shall remain in full force and effect.

### 18. Broadmoor, Village Nine.

18.1 General. Broadmoor, or Village Nine, is a mobile home park off of Poinciana Boulevard, just south of U.S. Highway 17-92. Broadmoor is a Village. It has a separate Association (the "**Broadmoor Association**") with its own Board of Directors which shall administer, implement and enforce the provisions of this section 18. In addition to the other provisions of these Criteria, this Section is applicable to Broadmoor ONLY and encompasses the

**DESIGN CONTROL BOARD CRITERIA**

provisions of the Declaration of Use Restrictions for Broadmoor at Poinciana. Notwithstanding any of the other provisions of these Criteria, in the event this Section 17 shall conflict with any other Section of these Criteria, this Section 18 shall control as to Broadmoor ONLY.

18.2 Requirements. Any mobile home installation upon any Lot within Broadmoor shall be in accordance with the standards and requirements of the DCB with the exception of Lots owned by Avatar. On Lots owned by it, Avatar shall have the right to approve the manner of installation and type of any mobile home. All such installation must meet the Building Code of Osceola County as well as other regulatory requirements in effect.

18.2.1 Minimum Installation and Placement. All such mobile homes shall be placed and installed at the Owner’s expense and shall meet the following minimum installation and placement requirements and be approved by the DCB or Avatar, as applicable. Those residents, who become residents in Broadmoor after the effective date of these Criteria, shall not be required to have and maintain carports. Therefore, the following carport regulations shall only apply to those residents who currently have and maintain carports and to future residents who opt to have carports.

- 18.2.1.1 An aluminum fabricated carport roof including posts and fascia and wood structures;
- 18.2.1.2 A concrete patio slab covered by an aluminum fabricated roof including posts and fascia;
- 18.2.1.3 A concrete carport slab;
- 18.2.1.4 One driveway extending from carport, slab to curb including flair at curb;
- 18.2.1.5 Shingle, metal and/or rubber roofs shall be installed on all mobile home units;
- 18.2.1.6 No singlewide mobile homes shall be permitted;
- 18.2.1.7 Skirting material sufficient to enclose entire base of home;
- 18.2.1.8 Water, sewer and electricity connected from mains to home;
- 18.2.1.9 Landscaping with appropriate plants, grass, shrubs and/or trees;
- 18.2.1.10 Mobile home completely set up on piers, leveled, and running gear and tongue removed;
- 18.2.1.11 Mobile home tied down and inspected; and
- 18.2.1.12 Preliminary and final surveys by a Registered Surveyor.

## **DESIGN CONTROL BOARD CRITERIA**

18.2.1.13 Complete survey, by a Florida Licensed Surveyor, denoting layout of home with all setbacks, driveway, slabs, sheds or accessory buildings, landscaping layout, as well as a statement that the lot must be fully sodded.

18.2.2 Setbacks. In addition, all such placement and installation shall allow for the setbacks provided in **Exhibit 1** attached hereto, except for air-conditioners, walkways and steps where no vertical supports are used.

18.2.3 Fencing. Fencing will not be permitted on the perimeter of any Lot where drainage canals or swales exist. Where fencing is permitted, it shall consist only of chain link and must be four feet (4') high (no more and no less). Vinyl coated chain link fence may be black, green or bronze. Uncoated chain link fence may be bare metal. Plastic weaves on chain-link fences may only be white, green, cream or brown and require DCB approval prior to installation of the weave. Fences must be kept clean and in good repair.

18.2.4 One Home Per Lot. No more than one mobile home shall be placed in each Lot, with the exception of two or three mobile homes which are joined to form a single dwelling.

18.2.5 Minimum Size. No mobile home installed within Broadmoor shall be less than thirty-four feet (34') in length, including hitch, and twenty feet (20') in width.

18.2.6 Sanitary Facilities. Any mobile home placed on any Lot or Lots must have complete sanitary facilities including a lavatory, wash basin, tub or shower, and kitchen sink and must be connected to sewage outlets and the water supply in conformity with Osceola County Health Requirements.

18.2.7 Used Homes. No used mobile home shall be permitted to be installed without the prior written approval of the DCB; provided, however Declarant may install the same if Declarant owns the Lot. The DCB's written approval of used mobile homes shall be based on, but not limited to, the condition of the used mobile home as "As New".

18.3 Single Family Restriction. All Lots within Broadmoor shall be used for single family residential use only.

18.4 Avatar. With regard to Lots owned by it, Avatar has the right to specify and approve of the quality of workmanship and materials as well as the style and design of mobile homes located on its Lots in order to insure uniformity and harmony of external design and construction. In addition, Avatar has the right to specify minimum square footage requirements of mobile homes on its Lots as well as to approve of any additions thereto subject only to the requirement that the square footage not be less than the minimum requirements set forth in Section 18.2.5.

18.5 Waterbodies. No dock, wharf, landing, boat house, boat or other structure extending into or over the lake, canal, waterway or drainage easement within Broadmoor shall be permitted.

## **DESIGN CONTROL BOARD CRITERIA**

18.6 Septic Tanks and Wells. No septic tank shall be constructed within Broadmoor. A well may be constructed for irrigation purposes only.

18.7 Signs and Advertisements. Unless installed by Avatar, no signs or advertisements shall be displayed in or about Broadmoor of rights-of-way except with the expressed written permission and approval of the DCB and in accordance with specifications designated by DCB.

18.8 A Construction Dumpster may be used during home repairs or renovation but must be preapproved by the DCB. Only one dumpster is allowed. It must be placed on the driveway and may remain on the Lot for the duration of construction.

19. Hold Harmless. Developer, APV and its Board of Directors, officers, members and agents (the “**APV Representatives**”) and the DCB and its members and agents (the “**DCB Representatives**”) or any other person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any applicant or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, APV Representatives or DCB Representatives in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a home, that it shall not bring any action or suit against Developer, APV Representatives or DCB Representatives in order to recover any damages caused by the action of Developer, APV Representatives or DCB Representatives in connection with the provisions of this Section. Developer, APV Representatives and DCB Representatives shall not be responsible for any defects in plans or specifications or the failure of same to comply with applicable laws or code nor any defects in any improvements constructed thereto. Each applicant submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed thereto.

20. Amendments to Criteria. Any modifications or amendments to these Criteria shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the APV Board. Notice of any modification or amendment to these Criteria, including a verbatim copy of such modification or amendment, shall be posted within the Poinciana Villages, provided, however, the posting of such modification or amendment shall not constitute a condition precedent to the effectiveness or validity of such modification or amendment.

**SETBACK AND OTHER RESTRICTIONS**

**BUILDING RESTRICTIONS - VILLAGES ONE THROUGH NINE**

| <b>TYPE OF LOT</b>   | <b>MINIMUM LOT SIZE<sup>1</sup></b> | <b>MINIMUM LIVABLE INTERIOR FLOOR AREA<sup>2</sup></b> | <b>FRONT SETBACK<sup>3</sup></b> | <b>REAR SETBACK<sup>3</sup></b> | <b>INTERIOR SIDE SETBACK<sup>3</sup></b>  | <b>SETBACKS FROM MINOR GREENWAY<sup>3</sup></b> | <b>OTHER SIDE SETBACKS<sup>4</sup></b> | <b>SETBACKS FOR ANCILLARY STRUCTURES<sup>5</sup></b> | <b>GARAGE REQUIREMENTS AND RESTRICTIONS<sup>6</sup></b>        |
|--|-------------------------------------|--|----------------------------------|---------------------------------|---|---|--|--|--|
| Conventional (unless located in a Cluster designated area) | 6,001                               | 1,000  | 25                               | 20                              | 7.5   | N/A   | 15 (Polk)<br>20 (Osceola)              | Rear of Lot only; same as Dwelling Unit              | Must be built in rear half of Lot, unless attached to house    |
| Rear Flag  | 6,001                               | 800  | 25                               | 20                              | 7.5   | N/A   | 15 (Polk)<br>20 (Osceola)              | Rear of Lot only; same as Dwelling Unit              | Must be built in rear of half of Lot, unless attached to house |
| Front Flag   | 6,001                               | 800  | 25                               | 20                              | 7.5, however, the interior yard setback to a Flag Lot stem may be 2.5 feet if a vehicle storage structure is part of the residence closest to such stem | N/A   | 15 (Polk)<br>20 (Osceola)              | Rear of Lot only; same as Dwelling Unit              | Must be built in rear of half of Lot, unless attached to house |
| Cluster  | 6,000                               | 700  | 25                               | 5                               | 7.5   | N/A   | 15 (Polk)<br>20 (Osceola)              | Rear of Lot only; same as Dwelling Unit              | Must be built in rear of half of Lot, unless attached to house |

| TYPE OF LOT                           | MINIMUM LOT SIZE <sup>1</sup>      | MINIMUM LIVABLE INTERIOR FLOOR AREA <sup>1</sup> | FRONT SETBACK <sup>2</sup>         | REAR SETBACK <sup>2</sup>          | INTERIOR SIDE SETBACK <sup>2</sup> | SETBACKS FROM MINOR GREENWAY <sup>3</sup> | OTHER SIDE SETBACKS <sup>4</sup>   | SETBACKS FOR ANCILLARY STRUCTURES <sup>7</sup> | GARAGE REQUIREMENTS AND RESTRICTIONS <sup>5</sup>              |
|---------------------------------------|------------------------------------|--|------------------------------------|------------------------------------|------------------------------------|---|------------------------------------|--|--|
| Two-Family Duplex Standard Lot        | 7,500                              | 1,400 (700 per residence)                        | 25                                 | 20                                 | 7.5                                | N/A                                       | 15 (Polk)<br>20 (Osceola)          | Rear of Lot only; same as Dwelling Unit        | Must be built in rear of half of Lot, unless attached to house |
| Two-Family Duplex Cluster Lot         | 6,000                              | 1,200 (600 per residence)                        | 25                                 | 5                                  | 7.5                                | N/A                                       | 15 (Polk)<br>20 (Osceola)          | Rear of Lot only; same as Dwelling Unit        | Must be built in rear of half of Lot, unless attached to house |
| Multi-Family Dwelling Units           | As per applicable County Ordinance | 450  | As per applicable County Ordinance | As per applicable County Ordinance | As per applicable County Ordinance | N/A                                       | As per applicable County Ordinance | Rear of Lot only; same as Dwelling Unit        | Parking spaces as per applicable County Code and Regulations   |
| Commercial                            | As per applicable County Ordinance | N/A  | As per applicable County Ordinance | As per applicable County Ordinance | As per applicable County Ordinance | As per applicable County Ordinance        | As per applicable County Ordinance | As per applicable County Ordinance             | As per applicable County Ordinance                             |
| Village Nine (Broadmoor) Corner Lot   | 6,001                              | 680  | 25                                 | 20                                 | 7.5                                | N/A                                       | 15                                 | Same as for Dwelling Unit                      | A carport with an aluminum fabricated carport roof             |
| Village Nine (Broadmoor) Interior Lot | 6,001                              | 680  | 25                                 | 20                                 | 7.5                                | N/A                                       | N/A                                | Same as for Dwelling Unit                      | A carport with an aluminum fabricated carport roof             |

**NOTES**

1. Measured in square feet.
2. Measured in square feet, and exclusive of carport, breezeways, garages, utility rooms, open patios and porches.
3. Measured in feet.
4. Measured in feet, and adjacent to local street or collector street (e.g., corner Lots).
5. When Lot abuts greenway on more than one line.
6. And parking for Multi-Family and Commercial.
7. Setbacks in Cypress Woods for ancillary structures may vary.

# MASTER SIGNAGE CRITERIA

## Association of Poinciana Villages, Inc. Poinciana Signage Requirements

### Purpose

The Board of Directors (the "APV Board") of the Association of Poinciana Villages, Inc. (the "APV") has determined that it will be in the best interests of all of the Villages within Poinciana Subdivision (the "Poinciana Villages") to adopt uniform signage requirements for such Villages to hereinafter be known as the Poinciana Signage Requirements (the "PSR").

Recognizing that Poinciana Villages are a unique, self-contained, large scale mixed use PUD owing to their geographic location, size, vested rights and existing development and numerous ownership entities, the purpose of these PSR is to permit such signs that will protect values, enhance the character of the Poinciana Villages, protect the public safety and welfare, and support and complement land use objectives while still permitting reasonable identification and advertising by professional, commercial, and industrial establishments. These PSR shall prohibit signs that, by their size, location, construction or manner of display, are not aesthetically pleasing, endanger the public safety or individuals, confuse, mislead, obstruct the vision necessary for traffic safety or otherwise endanger public health, safety, or welfare. Nothing contained in these PSR shall divest any rights of the Design Control Board ("DCB") or the APV Board.

### Definitions

All initially capitalized terms not defined herein shall have the meaning assigned to such terms in the Design Control Board Criteria.

### Principal Features

The principal features of these PSR are:

They are intended to complement the applicable County Comprehensive Land Use Plan and Land Development Regulations by relating signage to the major characteristics of streets and areas of the project. This is accomplished by designated "Sign Zones", within which signs shall conform to individual sign zone standards.

Billboards, including but not limited to tri-faced and cube signs, are prohibited.

All temporary signs shall be limited and regulated.

It is intended that the sign location be examined during the review of site development plans to ensure the location does not conflict with public safety or the various regulations of the applicable County.

These PSR shall not relate to building design; shall not regulate official traffic signs; signs not intended to be viewed from any street, road, highway, public or private pedestrian way; gravestones or religious or commemorative plaques; street numbers; or any display or construction not defined herein as a sign.

Signs which currently exists in Osceola County, as approved on June 7, 1994, by the Osceola County Board of County Commissioners, are hereby incorporated into these PSR and hereby considered "grandfathered" signs (*see CDP 94-34 on file*).

As individual neighborhoods are developed, a sign package that is consistent with these PSR, shall be reviewed and approved by the applicable County and the DCB and thereafter be incorporated into these PSR.

### General Provisions

Generally, signage, which is intended to be viewed from any public use, street, road, or highway, within the Poinciana Villages, shall be classified by these PSR as follows:

Signs which are allowed by these PSR.

Non-conforming signs allowed to remain by provisions of Principal Feature, 3.1.7 above.

Anything defined herein as a sign, but which is not specifically allowed by these PSR, shall be prohibited (*see Appendix for sign definitions*).

It shall hereafter be unlawful for any person to erect, place or maintain, or suffer to be erected, placed, or maintained, any sign in the Poinciana Villages except in accordance with the provisions of these PSR.

It shall be a violation of these PSR to place any signage on a site which was created in violation of any land development regulation of the applicable County, or on property not owned by the petitioner of the sign, unless proof of approval by the Owner can be demonstrated.

The administration and enforcement of these PSR are vested in the DCB and the office of the County Manager, his authorized agent, or other persons that the Board of County Commissioners may from time-to-time designate. The administration of enforcement of these PSR is vested in the DCB. The DCB is not responsible for the engineering or the design of any signs.

No sign shall be erected, altered or relocated without a building permit issued by the County, except as otherwise provided herein. An electrical permit shall be required for electrical work. Any activity defined herein as a replacement of a sign shall require a building permit. If the work involved is not regulated by the applicable code and does not

require a building permit, approval of the DCB and the County Zoning Division shall still be required.

Every permit application shall include:

Legal description of site;

Physical address of site;

Name and address of property owner;

Name and address of sign contractor;

Written consent of property owner;

Proof of ownership, if required;

Two (2) sets of structural design plans, showing all dimensions of sign, signed and sealed by a Florida registered engineer if sign structure is over ten feet (10') in height or thirty-two square feet (32') in size;

Two (2) site plans, including property dimensions, correct setbacks for proposed sign, location of existing signs including height, size and setbacks, and whether they are being removed, and location of driveways;

Applications for wall signs shall include two (2) elevation plans for each proposed sign, showing the proposed sign face(s) in scale.

DCB approval and/or a permit for a sign shall become null and void if:

Work as permitted has not begun within six (6) months of the permit issue date.

Any of the information supplied with the permit application is found to be incomplete, in error or fraudulent.

The Applicant shall be responsible for notifying the Building Department and the Zoning and Code Enforcement Board, if applicable, of all stages of construction which require inspection and approval.

An on-site inspection may be made by the applicable County and/or the DCB prior to the approval of a sign application. The inspection will be to determine compliance of the proposed sign with these PSR.

No building permit for a sign shall be issued until development approval has been granted for the primary use of the site, and a building permit, when required, has been issued. This

restriction shall not apply to Future Development Signs, Real Estate Signs, and signs relating to existing uses.

For the purpose of these PSR, the following Sign Zones are established within the Poinciana Villages. Where a site has frontage on more than one road and said roads are in different Sign Zones, signage shall be permitted based upon the Sign Zone where the sign is installed; except, where two signs are allowed based on more than three hundred feet (300') frontage, one sign must conform to size and height restrictions for qualifying road frontage. The second sign may not exceed sign criteria for the road where installed.

Sign Zone 1: Sites fronting on Major Arterial Roads, as defined by the applicable County Comprehensive Land Use Plan.

Sign Zone 2: Sites fronting on Collector Roads, as defined by the applicable County Comprehensive Land Use Plan.

Sign Zone 3: Sites not included in Sign Zone 1 or 2.

One (1) sign structure shall be permitted in the Poinciana Villages on each site which meets minimum development standards, located on a publicly maintained road. If the site is a Large Retail Complex, the site may have a monument sign representing the complex and its tenants. If the complex fronts onto multiple roads, it can have a sign on each road. Those sites with frontage in excess of three hundred feet (300') frontage, shall be permitted two (2) signs on each road where the frontage exceeds three hundred (300) feet. In addition, each free-standing business located in an outparcel facing the road may have a separate monument sign for the single business as described in the Monument Signs section below.

Unless otherwise specified in these PSR, all signs may be illuminated. However, all lighting shall be restricted as follows:

Signs, if illuminated, shall not utilize:

- Lights which might create confusion with traffic lights or lights on emergency vehicles.

- Lights, or combinations of lights, which because of location, brightness, or other factors, are determined by the DCB, the applicable County Sheriff or the applicable County Director of Public Safety to constitute a traffic hazard.

- Signs shall be lighted only with continuous light, except for electronic message centers, which shall be limited to a minimum four (4) second lighted or display interval.

- Commercial businesses approved by the Board of County Commissioners which exist in a residential zoning district may have back lit internally illuminated sign(s)

or shielded ground mounted accent lights that do not promote glare which interferes with residential use.

All Identification Signs, if lighted, shall have electricity provided by underground wiring.

Construction of signs, which are required by these PSR to have building permits, shall adhere to the following standards:

All signs shall be designed and constructed in accordance with the requirements of the applicable code. Unless exempted by such code, no sign shall be constructed, erected, or structurally altered without a building permit.

No person may engage in the business of erecting, altering, or relocating, constructing, or maintaining signs without a valid contractor's license and all required state and federal licenses.

Signs shall be supported or anchored so that they do not swing, hang, or have movement.

All signs shall have self-supporting structures erected on, or permanently attached to, concrete foundations which comply with the requirements of the applicable code, unless exempted from this requirement thereby.

All signs shall comply with the wind load requirements of the applicable code.

Electrical permits are required for all signs if they are to be lighted or electrically wired, notwithstanding the fact that they may be exempt from having a building permit for the sign. Electric service shall be provided by underground wiring installed by licensed electricians, operating with a current electrical building permit; with the exception of temporary signs, where temporary electric service may be provided as determined appropriate by the County Building Official.

#### Miscellaneous Provisions:

A sign shall not be erected in such a manner that it would impede ingress and egress through any door or emergency exits of any building, impair visibility at any street intersection or driveway entrance, create a traffic or fire hazard, or create conditions adversely affecting the public safety.

No sign shall be erected which displays any statement, words, characters, or illustrations of any obscene, indecent, or immoral nature.

Signs erected in commercial or industrial districts which abut residential districts, shall not be placed closer than twenty-five feet (25') from any residential boundary line; one hundred feet (100') if illuminated.

All signs shall be properly maintained. Exposed surfaces shall be clean and paint thereon shall not be peeling or flaked. Signs shall be structurally sound, kept in a vertical, upright position at all times. Defective parts shall be replaced, landscaping shall be in good condition, and no rubbish which could constitute a fire or health hazard shall be allowed under or near a sign. Signs not maintained in accordance with the above provisions shall be in violation of these PSR.

When deemed necessary to ensure compatibility with approved signage on surrounding sites or to otherwise protect the health, safety and welfare of the public, and notwithstanding anything in these PSR to the contrary, when a site is subject to development plan approval, the APV, the Planning Commission and the Board of County Commissioners may impose, and the DCB may enforce restrictions on signage which are more restrictive than those contained within these PSR.

A sign which requires approval by the Board of County Commissioners as a Conditional Use shall be issued a Building Permit in accordance with the plans for the sign structure, which are submitted and approved. Any variation in sign design, structure, overall size, setback, or height shall require approval of a new Conditional Use application.

Notwithstanding anything in these PSR to the contrary, regulation of signage may be varied as part of the individual Comprehensive Development Plan for future neighborhood development, subject to the following:

The standards for sign area, setbacks, sign height and location standards are addressed in the application.

Although innovative design may be requested, the total square footage allowable for the site shall not exceed the standards as set by these PSR for other commercial or industrial zoned sites; and no signs will be authorized which would be prohibited by other sections of these PSR.

If the issue of signage is not addressed within the individual Comprehensive Development Plan, then the provisions of these PSR will be applied within the future neighborhood development.

## Signs Allowed Which Require Permits

Awning Signs - Shall be permitted and measured as wall signage.

Changeable Copy Sign, Manual - The sign area of a Manual Changeable Copy Sign shall count against the total advertising display area allowed for the site or against the wall sign allowable square footage if used as a wall sign.

Changeable Copy Sign, Automatic - Shall be permitted as follows:

These signs may be erected only pursuant to an approved Conditional Use. They may be erected in Sign Zone 1, and in all Commercial or Industrial use designation districts.

Only one Changeable Sign shall be allowed per development site.

The maximum size allowed shall be one hundred (100) square feet per sign face in Sign Zone 1.

The sign area of an Automatic Changeable Copy Sign shall count against the total advertising display area allowed for the site, or against the wall sign square feet allowed if used as a wall sign.

Incandescent bulbs shall be either:

Thirty-three (33) watt maximum, or

Thirty (30) watt maximum, when reflectorized, with a built-in, tamper-proof, solar sensor activated dimming device.

Non-incandescent lighting shall not be allowed that is brighter than the incandescent lighting allowed by these PSR.

No inverse illumination or blinking lights shall be permitted.

Changeable copy shall be limited to a minimum four (4) second lighted or mechanical interval. Scrolling or moving characters must be visible on screen for four (4) seconds.

Changeable copy signs shall have a separate disconnect switch, clearly marked, which will allow power to be disconnected without requiring the power for the primary sign to be disconnected. This disconnect switch may be enclosed within a secured switch box.

All electronic changeable copy signs shall be equipped with light diffuser screens.

Upon notification that an automatic changeable copy sign has been in violation of these PSR on three (3) occasions, the Board of County Commissioners shall revoke approval for said sign.

Changeable Copy Window Sign, Automatic - One (1) changeable copy window message center, with a maximum area of eight (8) square feet, shall be allowed per site as a permitted use in commercial or industrial use sites.

Directional Sign - Shall be limited to a maximum size of six (6) square feet per sign face, not more than three feet (3') in height, and one sign per entrance.

Directory Sign - May be either attached to building surface or freestanding, be designed to be read from on-site only, and forty (40) square feet maximum size per sign face. This sign shall be in addition to and not count against any other signage which the building may be entitled to.

Fence Signs - Shall be allowed as follows:

A fence sign may be permitted in lieu of on-site Identification sign up to thirty-two (32) square feet, flush mounted directly to the fence surface area.

A fence sign may be permitted in addition to the on-site Identification Sign, one (1) sign up to sixteen (16) square feet, flush mounted directly to the fence surface area, and shall be counted against the advertising display area for the site.

Banner signs shall not be permitted as fence signs.

Fuel Price Information Sign - One (1) fuel price sign allowed at any site where motor vehicle fuel is sold from fuel pumps. Sign shall be limited to six (6) square feet per sign face, shall be affixed directly and firmly to the fuel pump, the support structure of the canopy for the fuel island, or the main sign structure, shall be stationary, and shall not be counted against the advertising display area of the Identification Signage allowable for the site.

Identification sign - Each site shall be allowed a pole sign or a monument sign as follows in Section 5.10 and 5.11.

Monument Signs - Shall be permitted as follows:

In Sign Zones 1 and 2, a monument sign up to one hundred (100) square feet per side may be erected, all of which may be the advertising copy area, with a maximum height of eight feet (8'). A Large Retail Complex's monument sign may contain up to one hundred square feet of copy area per side with a maximum height of eight feet (8') and width of twenty-one (21) feet of solid/opaque area not including any minor architectural design elements that extend from the main body. Out parcels in Large Retail Complex may have their own separate monument sign up to Sixty (60) square feet of copy area and a maximum height of eight (8) feet and width of twelve (12) feet of solid/opaque area not including architectural design elements that extend from the main body. All signs shall have less than six feet (6') ground clearance. In industrial land use area, within Sign Zone 1, the maximum height may be increased to twenty-five feet (25').

In Sign Zone 3, a monument sign up to thirty-six (36) square feet per side may be erected, with a maximum height of six feet (6').

All signs shall maintain a peripheral spacing of fifty feet (50') between sign structures.

Monument signs in all zones shall maintain a minimum fifteen feet (15') setback from right-of way; provided, however, that a safe line of vision must be provided and may require greater setbacks.

Pole or Pylon Signs - Shall be permitted as follows:

In Sign Zone 1 and 2, signs shall have a maximum size of two hundred fifty (250) square feet per sign face. Maximum height of sign shall be twenty-five feet (25'), with a minimum twenty-five feet (25') setback from right-of-way. For a multi-tenant building or shopping center with a minimum size of 50,000 square feet, signs shall have a maximum size of four hundred (400) square feet per sign face. Maximum height shall be twenty-five feet (25') and setback twenty-five feet (25') from a D.O.T. right-of-way. Front setbacks may be required to be greater to accommodate The applicable County access management regulations, or a safe line of vision.

In Sign Zone 3, signs shall have a maximum size of sixty-four (64) square feet per sign face. For a multi-tenant building or shopping center with a minimum size of 50,000 square feet, sign shall have a maximum size of one hundred (100) square feet per sign face. Maximum height of sign shall be twenty feet (20'), with a minimum ten feet (10') setback from the front property line.

Entire sign structure, including all pylon covers, must be no more than 50% larger than the total square feet of the advertising copy area of the sign (i.e., 400 square feet - 600 square feet maximum overall structure size). Artistic enhancements shall be counted against the allowance for advertising display area.

All signs shall maintain a minimum setback from side or rear property lines of ten feet (10').

All signs shall maintain a peripheral spacing of fifty feet (50') between sign structures.

All signs with an overall height of over ten feet (10') shall have a minimum ground clearance of six feet (6'); where signs project over vehicular driving lanes, minimum ground clearance shall be thirteen feet, six inches (13'6").

All setbacks shall be measured from the nearest part (leading edge) of the sign structure.

All structural framework, except the pole or pylon, shall be concealed.

Multiple vision signs shall be allowed. The individual sections which contain the advertising copy shall be rotated not less than once every four (4) seconds.

Signage for independent, recorded sites within an approved Shopping Center development of a minimum 50,000 square feet may be permitted separate signs for their sites in addition to the Identification Sign for the Shopping center. These signs may be one-half of the size permissible for the shopping center site; maximum height in Sign Zones 1 and 2, twenty-

five feet (25'); in Sign Zone 3, twenty feet (20'). Signage for these sites shall be permissible independently from other sites within the shopping center.

Within a Multi-Tenant Building of a minimum size of 50,000 square feet, anchor tenants may be permitted signage in addition to the Identification Sign, as follows: a maximum of one (1) sign for any one business, maximum size of thirty-two (32) square feet per sign face, ten feet (10') height, and setbacks of twenty-five feet (25'), unless The applicable County access management regulations required a greater setback. Minimum peripheral spacing of signs shall be fifty feet (50').

Menu Signs - Must be shown on an individual Comprehensive Plan as part of a carry-out service or drive-through. They are intended for use by on-site customers only and the voice shall not be heard beyond the property line. The maximum size of menu sign shall be thirty-six (36) square feet.

Mobile Home Parks and RV Parks Identification Signs - May be permitted as allowed by other sections of these PSR or they may be permitted an identification sign, attached to an entrance wall, of up to one hundred (100) square feet, or two (2) signs of up to fifty (50) square feet each, on an entrance wall, one on either side of the main entrance drive. Signs may be illuminated provided they do not create a disturbance with neighboring residential properties.

"Off Site" Directional Informational Signs - For the purpose of these PSR, off site is defined as signs which are located on a parcel of land within the Poinciana Villages which the use identified is not specifically located on that same parcel.

Placement shall be allowed in any land use or sign zone.

There shall be a five hundred feet (500') separation between off site directional signs. The required separation between off site directional signs shall be measured radially.

Signs placed on roads having a posted speed limit at or above 45 miles per hour shall be limited to a maximum height of nine feet (9'), with a maximum sign area of sixteen (16) square feet for each sign face.

Signs placed on roads having a posted speed limit of less than 45 miles per hour shall be limited to a maximum sign height of three feet (3'), with a maximum sign area of four (4) square feet for each sign face.

Minimum setbacks from any road right-of-way, property line, other sign, building or structure shall be ten feet (10'). This setback from right-of-way may be waived by the County, upon a showing by the applicant that a reduced setback will not interfere with traffic flow and provides a safe line of vision.

Subdivision Identification Signs - Shall be permitted on a site within an approved subdivision in any sign zone that is contiguous to a subdivision entrance. A subdivision

shall be allowed one (1) double faced, or two (2) single-faced, sign per entrance. Each sign face shall have an area not to exceed one hundred (100) square feet. Signs shall maintain a minimum five feet (5') setback from the right-of-way, and shall not impede traffic flow and shall provide a safe line of vision. This setback may be waived by the applicable County upon a showing by the applicant that a reduced setback will not interfere with traffic flow and a safe line of vision.

Temporary Signs - May be permitted as follows, and when properly permitted, shall not count against the advertising display area allowed for the site. All temporary signs on display shall be installed braced, secured, or tied down to prevent motion.

The following types of temporary signs may be permitted for a limited period of time. All temporary signs must be removed within twenty-four (24) hours of the permit expiration. Each sign may be permitted for a period of time up to thirty (30) days. Signs may be permitted concurrently. Use permits will be issued by the applicable County Zoning Division in lieu of Building Permits. Electrical Permits shall be required when applicable.

Mobile or portable signs, up to thirty-two (32) square feet in size for each side, and shall be located inside the parcel boundary and maintain a setback which provides a safe line of vision. A maximum of two (2) permits may be issued for mobile or portable sign(s) per calendar year per development site.

Banner signs, up to forty (40) square feet in size for each side, shall be attached to and totally supported by, either a sign structure, or the building occupied by the business advertised. Banner signs may be issued six (6) permits per calendar year per development site.

Cold air inflatable balloons shall be tethered. Cold air inflatable balloons may be issued six (6) permits per calendar year per development site.

Tent Sale Signs - Separate temporary building permits are required for signs used in conjunction with tent sales. Maximum size of sign allowed is thirty-two (32) square feet per sign face; may be either a portable sign or a banner; shall not count against the advertising display area of the site; and shall be permitted for days concurrent with dates of approval of the tent permit. Banner signs must be firmly attached to tent; portable signs may be set inside of the property lines and shall provide a safe line of vision.

Future Development Signs - Shall be permitted as follows: One sign, up to thirty-two (32) square feet maximum size per sign face, ten feet (10') maximum height, shall be permitted for a period of time of up to six (6) months prior to the beginning of construction of an approved development parcel.

Construction Signs - Shall be permitted as follows: One sign, for a period of time up to one (1) year while construction is actually in progress, and shall be removed from the site prior to the issuance of a Certificate of Occupancy or the construction of any permanent signage.

Sign may be permitted for a size up to the maximum square footage allowed in the applicable zone.

Model Center Signs - Shall be permissible as follows: One sign, thirty-two (32) square feet maximum size per sign face and ten feet (10'), maximum height, following approval of the model center site. Each display model within the development may be allowed one sign, six (6) square feet maximum size per sign face, four feet (4') maximum height, for model identification on site. Up to two (2) directional signs, two (2) square feet maximum size per sign face, under three feet (3') in height, may be placed on private property within the subdivision, with the property owner's written permission. These directional signs shall be considered to be on site within the subdivision. Model Center signs shall meet setbacks as per other sections of these PSR. The directional and display model signs shall be placed no closer than three feet (3') from any right-of-way. Model Center signs shall be permitted for the same time period authorized for the model enter.

Off-site Model Center Signs - For the purpose of these PSR, off site is defined as signs which are located outside of the approved subdivision where the models are located and shall be permitted in Sign Zones 1 and 2 as follows:

A limit of five (5) off site model center directional signs shall be permitted for any one model center and shall be permitted for the same period of time as the Model Center.

Off site model center directional signs shall be limited to sixteen (16) square feet per sign face and a maximum height of ten feet (10'). They shall maintain a minimum distance of fifty feet (50') from any other sign structure and shall maintain a minimum setback of ten feet (10') from any property line. This setback may be waived by the applicable County provided that the applicant can demonstrate that a reduced setback will not interfere with traffic flow and a safe line of vision.

Political Campaign Signs - Shall be regulated by the current applicable County ordinance.

Daily Roadside Fruit Stand Signs are prohibited.

Off Site Real Estate Signs - For the purpose of these PSR, off site is defined as signs which are located outside of the approved subdivision being advertised and shall be permitted in industrial or commercial land uses in Sign Zone 1 as follows:

One off site real estate sign per every one thousand feet (1000') frontage of any one parcel of land.

Off site real estate signs shall have a maximum height of twenty-five feet (25') and a maximum sign face of four hundred (400) square feet per side, and a minimum setback of fifty feet (50') from any property line and shall maintain a minimum distance of one thousand feet (1000') from any other off site real estate sign along

the same side of the road. No off site real estate sign shall be located within three hundred feet (300') of any residential property line.

Wall Signs - Shall be permitted as follows:

Shall be allowed a combined surface area of one (1) square feet of wall signage allowed per linear foot of business length measured along any public use road. Where a building incorporates the use of a canopy, the frontage shall be measured along the main structure, not the canopy, whether attached or unattached. Wall signage shall not count against the advertising display area for any detached signage allowed for the site.

Up to a total of four (4) wall signs will be allowed per business, provided that the total area of wall signs on any one wall shall not exceed an area equal to one square foot for each linear foot of width for that wall, and provided that the overall wall signage for the building does not exceed the total square footage allowed.

The surface area of any single wall sign shall be inclusive of an entire message or idea (see Appendix).

Lighting or luminous tubing which meets the definition of a sign shall be regulated as wall signs except where such lighting is used solely as an architectural feature.

Wall signs shall be allowed on the parapet of a building, provided the top of the sign shall not extend more than three feet (3') above the point where the exterior wall intersects with the roof.

Wall signage within a shopping center which has an interior courtyard may be addressed as stated in other provisions of these PSR or, if permitted by the owner of the shopping center, a single cabinet style directional wall sign with interchangeable sign faces may be permitted on an exterior wall. A space must be provided for each business within the courtyard, and each sign face may accommodate up to fifty percent (50%) of the allowable wall signage for each business located within the courtyard. The remaining fifty percent (50%) would be permissible only on the wall of the building where the business is actually located.

Signs which are permitted on secondary or incidental structures to the primary structure shall count against the allowable number and against the square footage of wall signs allowed for the site. (*This shall include time share booth structures, car wash buildings, etc.*).

### Signs Allowed Which Do Not Require Zoning Permits

Each County shall not be responsible for enforcement of signs which do not require a zoning permit.

Addresses - A maximum allowance of two (2) square feet may be utilized for a business address, which will not be counted against the square footage allowance of either the identification sign, or the wall sign, if on the building wall.

Bus Seats and Bus Shelters - Signage is limited to public service information only.

Collection Boxes - Must be located on private property.

Commemorative Plaque.

Flags - Are restricted to an aggregate maximum size not to exceed the total square footage of signage allowed in the applicable Sign Zone, and are to be displayed according to state regulations or standards. The maximum number of flags allowed is three (3) flags, one of which may be a corporate flag.

Government Sign.

Home Occupation Sign - Allowed only where home occupations are authorized, shall be erected flat against the surface of the building, and shall not exceed a maximum of two (2) square feet in size.

Instructional Sign - Allowed on private property for informational purposes only. (i.e., "*No Soliciting*"; "*Crime Watch*"; "*Private Drive*"; "*No Trespassing*"; "*Beware of Dog*"; etc.) Signs are limited to two (2) square feet per sign face on a single family residential lot and four (4) square feet on a common area within a multi-family development site; may be attached to structure, fence or freestanding. Freestanding sign shall be maximum three (3) feet height with a minimum ten (10) feet front setback.

Memorial Sign.

Personal Name - Allowed at private residence, not exceeding two (2) square feet in size.

Private Sale or Event Signs - Shall be allowed at the site of event, on private property only, shall be limited to two (2) square feet per sign face in size, and shall be displayed no more than twice in one calendar year for a maximum of five (5) days each occasion.

Professional Name Plate - Allowed on site at businesses and shall not exceed one (1) square foot in size.

Real Estate Signs - In Commercial and Industrial use areas shall be allowed to advertise on site property for lease or sale; one sign for every three hundred feet (300') frontage, shall not exceed thirty-two (32) square feet in size per sign face. If approved by the applicable County through the CDP process these signs may be combined to create one sixty-four (64) square foot sign for at least every six hundred feet (600') frontage. Real Estate signs in residential zones shall be limited to four (4) square feet in size per sign face. Signs shall be

removed within seven (7) days of sale or lease of property, and shall not count against the advertising display area for the site.

Tourist Information Booth Signs - shall be prohibited.

Warning Signs - Shall not exceed two (2) square feet in size.

Window Signs are allowed in addition to wall signage and shall not count against the allowable wall sign square footage; provided, however, only one (1) automatic changeable copy window sign, with a maximum size of eight (8) square feet, shall be allowed per site in commercial or industrial use areas, and shall require building permit.

Real Estate Sign for Residential Subdivisions - One sign for every three hundred feet frontage (300'), thirty-two (32) square feet maximum size per sign face, ten feet (10') maximum height, may be permitted to advertise the availability of lots, homes, living units for sale within an approved subdivision. These signs may be placed on any undeveloped lot within the subdivision, shall meet applicable setbacks, and must be removed prior to the time that the subdivision is ninety percent (90%) sold. If approved by the applicable County through the CDP process these signs may be combined to create one sixty-four (64) square feet sign for at least each six hundred feet (600') frontage.

### Existing Signs

All signs previously approved in CDP 94-34 shall be continued and allowed to remain and be maintained (*see CDP 94-34 on file*).

No sign structure shall be permitted to be erected on a site with an existing non-conforming sign structure until such non-conforming sign has been removed or brought into conformity. Likewise, no wall sign shall be permitted on a site with an existing non-conforming wall sign until such non-conforming wall sign has been removed or brought into conformity. However, legally nonconforming wall signs that exist within a shopping center or multi-tenant building, and which are for a separate business within the center, shall not prohibit new wall signs from being permitted for other businesses within the center without removal of those legally non-conforming signs.

### Future Neighborhood Development

Future neighborhood development signage shall be submitted to the applicable County for review and approval on an individual CDP and shall comply with the provisions of other sections of these PSR. As of this writing, two neighborhoods in Osceola County have individual CDP approvals and are hereby incorporated into these PSR. They are CDP 94-42 for Estates A, Neighborhood 2, and CDP 94-53 for Village 1-3 West (*on file*).

## Signage on Cypress Parkway

On and along Cypress Parkway, social and recreational signs may be approved by the Manager or the DCB in their discretion. All such approvals may be subject to conditions as may be appropriate for the circumstances.

# Poinciana New Township

## Appendix

### Measurement of Sign Area

Signs measured within geometric figure and structural supports shall not be counted unless they contain advertising.

Signs with two or more separate sign faces; each side to be measured separately, structural support will not be counted (as above).

Irregular shaped signs; measured within the smallest geometric figure which will include all of the sign.

Wall signs; measured to include an entire word or idea. Total square feet of all signs to be added together. No more than four (4) wall signs to be allowed.

## Appendix

### Definitions

#### **Large Retail Complex:**

A Large Retail Complex is defined as a complex of multiple retail, dining entertainment or other related businesses totaling no less than fifty thousand (50,000) square feet of combined space

#### **Sign:**

Any object, device, display, structure, or part thereof, or character, whether animate or inanimate, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images. The term shall include, but not be limited to, any permanently installed or situated merchandise, or any emblem, painting, flag, banner, pennant, festoon, placard or lighting, when the intent of said lighting is to act as a sign. The term shall not include murals or artistic designs painted on the wall of a building, unless the design include logos, or any other element that is so uniquely identified with the business

conducted on that parcel, or any other parcel, that its intent is to advertise said business.

**Sign (Abandonment):**

Any sign which advertises a business, or other entity, which is located on the same site as the sign, and which has been closed, out of business, or otherwise not in existence for more than ninety (90) days.

**Sign Area:**

Sign area shall be the area encompassed within any real or implied geometric figure which would enclose all parts of the sign, including the advertising surface and any framing, trim or molding, but not including the supporting structure, unless the supporting structure bears the advertising copy. The Building Official or his designee shall make the determination as to the area to be included in the measurement of the sign.

**Sign (Awning):**

Any sign, painted, stamped, perforated or stitched on the surface of an awning, canopy, roller curtain or umbrella.

**Sign (Banner):**

Signs either with or without frames, possessing characters, letters, illustrations or ornamentations applied to cloth, paper or fabric of any kind.

**Sign (Changeable Copy):**

A sign on which the copy can be changed, rearranged or altered, either manually or through electronic means, without changing the face of the sign. The term shall include electronic message centers and lampbank displays.

**Sign (Clearance):**

The smallest vertical distance between the crown of the adjacent road and the lowest point of any sign, excluding framework and supports.

**Sign (Construction):**

A sign which is displayed on the site only during the time of actual construction work and indicates the ultimate character of the development or the names of the firms, individuals, or material suppliers involved in the work.

**Sign (Directional Information):**

A sign which identifies amenities and/or uses which serve the general public but are not located on the same parcel of land as the sign.

**Sign (Double-faced):**

A sign with two parallel, or nearly parallel faces, back-to-back, with an angle at the apex of no more than thirty (30) degrees.

**Sign (Electronic Message Center):**

An automatic changeable copy sign comprised of independent light bulbs arranged in a lampbank, controlled by a programmable computer.

**Sign Face:**

The area of display surface used for the message.

**Sign (Fiber Optic):**

Sign which displays only one (1) message with gradual color variation shall be permissible as a pole or wall sign unless the sign incorporates such features as motion, multiple images, animation, etc., in which case the sign shall be regulated as an electronic message center.

**Sign (Fuel Price Information):**

A sign advertising the price of motor vehicle fuel sold from a fuel pump located on the premises.

**Sign Future Development:**

A sign, which in its copy announces the future residential, professional, business or commercial development on the site.

**Sign (Governmental):**

Any sign erected and maintained by any city within the applicable County, the State of Florida, or the United States Government, and which is deemed necessary by that government for health, safety, and welfare of the public.

**Sign (Ground):**

A sign structure which is independent of support from any building, and which is supported by structures or supports.

**Sign (Height):**

The vertical distance measured from the highest point of the sign to the crown of the road it is intended to serve.

**Sign Illumination:**

A sign which incorporates an artificial light source either internal or external to the sign, for the purpose of illuminating the sign.

**Sign (Memorial):**

A sign commemorating an event, person, or building, which may contain information of a historical or biographical nature concerning the thing commemorated, but which contains no advertising.

**Sign (Menu):**

A sign associated with drive-through or carry-out services which carries only the name of an establishment and the current list and prices of goods or services available in the establishment and not intended to be viewed from any public right-of-way.

**Sign (Minor Identification):**

An additional pole/pylon or ground sign which may be permitted for a business situated on "out parcels" within a "Shopping Center".

**Sign (Mobile):**

A sign intended for use with or without changeable type lettering, illuminated or non-illuminated, mounted on a transportable trailer, frames, or any vehicle with or without wheels. The term shall not include vehicles which contain advertising, but which are not intended to remain stationary as signs, but which are stationary only on a limited basis, and incidental to another valid business purpose. A vehicle which contains advertising, but which is intended to remain stationary for long periods of time, and which is intended to act as a sign shall be considered a mobile sign for the purpose of this supplement.

**Sign (Monument):**

An Identification Sign, independent of support from any building, having a clearance of less than six feet (6').

**Sign (Multiple Vision):**

A sign incorporating multiple sign copy advertisements, alternatively displayed sections.

**Sign (Nursery):**

Land devoted to the raising of plants, trees and shrubs for personal use, wholesale use, wholesale sale, or sale to individuals. A nursery shall not include the sale of fertilizers, mulch, tools, pots, or any other such items.

**Signs (Non-Conforming):**

Any sign lawfully in existence within the applicable County which does not conform to the requirements of these PSR.

**Sign (Off-Site):**

Any sign upon which advertising material may be displayed to publicize business, organizations, goods, services, or events that are not located on the same site as the sign.

**Sign (On-Site):**

A sign relating, in its subject matter, to commodities, accommodations, services or activates offered on the property on which the sign is located.

**Sign (Painted Window or Door):**

Signs painted on, or affixed to, the glass surfaces of windows or doors and pertaining in their context, to the lawful business conducted therein.

**Sign (Pedestrian):**

A sign which is attached to the underside of a permanent canopy, which is perpendicular to the building frontage, and which is intended for advertising, or other messages directed toward pedestrians.

**Sign (Personal Name):**

A sign which is used to identify a person or persons dwelling in a residence.

**Sign (Pole or Pylon):**

Any sign structure which is independent of any building and which is supported by structures or supports so that the bottom of the sign is raised above the ground, excluding billboards.

**Sign (Political or Campaign):**

A sign erected to advocate a political party, issues, or individuals for elective officers.

**Sign (Portable):**

Any sign which is not permanently affixed to a building, structure or other ground in accordance with the requirements of the applicable County Building Code and which may be moved readily from place to place; except that this definition shall not apply to signs painted directly on vehicles or signs displayed through, but not on, windows.

**Sign (Private or Non-Profit):**

A temporary sign advertising private sales of personal property such as "house sales", "garage sales", "rummage sales" and the like or private not-for-profit events such as picnics, carnivals, bazaars, game nights, art fairs, craft shows and Christmas tree sales.

**Sign (Professional Name Plate):**

A sign designating the office of a professional practice, and which indicates the names of the person or persons and the nature of the professional practice.

**Sign (Public):**

Any sign erected by or on the order of a public official in the performance of his office or duty such as, but not limited to, traffic control signs, street name signs, warning and directional signs, public notices or signs of similar nature.

**Sign (Real Estate):**

A temporary sign which is intended to offer for sale, lease, or rent, the exact property upon which the sign is placed.

**Sign (Repairs or Maintenance):**

The cleaning, painting, repair, or replacement of defective parts of a sign in a manner that does not alter the size, design, or structure of the sign. The term shall include the change in appearance or replacement of the sign face.

**Sign (Replacement):**

Replacement shall mean the rebuilding, enlarging, or changing of the size, design, or structure of the sign, other than repairs or maintenance of signs. The term shall not include the change in appearance or replacement of the sign face.

**Sign (Root):**

A sign that is mounted on the roof of a building, or which is wholly dependent upon a building for support, and which projects twelve inches (12") above the point of a building where the exterior wall intersects with the roof; except, in the event of a mansard roof, a sign that is above the point where the two roof surfaces intersect to form a horizontal line.

**Sign Structure:**

Any sign structure, including all supports, braces, framing, etc., which may contain any combination of one or more separate signs, which are supported by and attached to said structure.

**Sign Structure (Change of):**

Any activity which includes any alteration to the supporting structure of the sign, fastening, anything to the support by any means whatever.

**Sign (Subdivision or Development Identification):**

A ground sign which contains no advertising, other than the name of the subdivision or development.

**Sign (Temporary)**

A non-permanent sign erected and maintained for a specified limited period of time.

**Sign (Tri-Face):**

A sign (billboard) constructed in a triangular shape so that there is a sign on each side of the triangle.

**Sign ("V" Style):**

Sign constructed in the shape of a "V" that is self-supporting. On-site Identification signs and Temporary signs of thirty-two (32) square feet or less in size, may be allowed as a "V" style sign; provided, that the angle at the apex of the sign is fifty (50) degrees or less.

**Sign (Wall):**

A sign fastened to, or painted on, the wall of a building, or attached in such a manner that the wall becomes the supporting structure for, and forms the background surface of the sign and which does not project more than twelve inches (12") from such buildings.

**Sign (Warning):**

Signs limited to messages of warning, danger or caution.

**Sign (Window):**

A sign placed inside of a window and intended to be viewed from the outside.

**Sign Zone:**

A geographic area designated by these PSR for the purpose of regulating the signage to be allowed therein so that it will support and complement the objectives of the various zoning districts and the applicable County Comprehensive Plan.

Prepared by and Return to:  
Charles L. Eldredge, Jr. Esq.  
LARSEN SLATEN, PLLC.  
4700 Millenia Lakes Blvd. Ste 500  
Orlando, FL 32839

**AMENDMENT TO THE  
AMENDED AND RESTATED POINCIANA SUBDIVISION DECLARATIONS  
REGARDING SELF HELP**

WHEREAS, The Association of Poinciana Villages, Inc. (“APV”) is the homeowner association charged with enforcing the Amended and Restated Poinciana Subdivision Declaration recorded as Instrument #2023073785 in Official Records Book 12634 Page 1844 of the Public Records of Polk County, Florida and as Instrument #2023035172 in Official Records Book 6377 Page 2897 of the Public Records of Osceola County as amended from time to time (the “Declarations”); and

WHEREAS, a recent court decision has affected the way associations enforce restrictions;  
and

WHEREAS, APV seeks to amend the Declarations to address this change; and

WHEREAS, Section 5 of the Declarations allows that, “the APV Board may amend this Declaration at any time upon a majority vote”; and

NOW, THEREFORE, the Board of Directors of the Association of Poinciana Villages, Inc. resolves the following:

- 1) The preceding recitals are true and correct and are incorporated herein.
- 2) The Declarations are hereby amended as follows:

Section 6.3 Commence as provided by the Florida State Statutes.

In particular, any construction, alteration, other work done or failure to perform required maintenance or cleaning in violation of this Declaration, any rules and regulations, the Criteria or Guidelines is subject to enforcement action. Upon written request from the APV or Declarant, Owners shall, at their own cost and expense and within a reasonable time frame identified in the request, cure the violation or restore the Lot and/or home on such Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure a violation related

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~~to landscaping the problem or otherwise restore the property as required~~, the APV, Declarant, or their designees shall have the right, but not the obligation to enter the Lot, remove the landscaping violation, and restore the Lot. All costs, together with the interest at the rate the maximum rate then allowed by Florida law, may be assessed against the Lot and collected in accordance with Section 9.4.2 of this Declaration.

Any approvals granted under this Declaration are conditioned upon completion of all elements of the approved work in strict accordance with the written approval provided by the DCB, as such approval may be approved in writing by the DCB. In the event that any person fails to commence and diligently pursue to completion any landscaping work ~~all-approved work~~ by the Design Control Board Criteria deadline, Declarant or the APV may enter upon the Lot and summarily rebate and remove or complete any incomplete landscaping work and assess all costs incurred against the Lot and its Owner in accordance with Section 9.4.2 of this Declaration, which shall be due within a reasonable time frame after it is assessed. Such entry and abatement or removal shall not be deemed a trespass or make Declarant or APV, or the directors, officers, employees, agents or contractors of either, liable for any damages or trespass on account thereof. The remedies recited in this Section shall be cumulative of all other legal and equitable remedies now or hereafter provided by law or the APV's governing documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of the Declaration, the APV, or any Owner to enforce any Criteria, covenant, restriction, obligation, right, power, privilege or reservation contained in the Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

3) Except as modified hereby, the Declarations shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the provisions of these Declarations and the provisions of this Amendment, the provisions of this Amendment shall control. Whenever possible, this Amendment and the Declarations shall be construed as a single document.

*Signatures on Next Page*

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This Amendment was adopted by the Board of Directors of the Association of Poinciana Villages, Inc. on February 14, 2024 at a duly-notices meeting after a copy of the amendment was provided to owners pursuant to Section 720.303(2)(c)2, Florida Statutes.

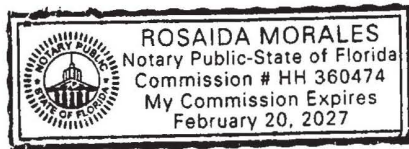
BY: Eduardo Madrigal  
Signature  
Print Name: Eduardo Madrigal  
Print Title: President

WITNESSES:  
Dulce Maestra  
Signature  
Print Name: Dulce Maestra  
Ann Marie Medina  
Signature  
Print Name: Ann Marie Medina

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of (mark one)  physical presence or  online notarization, this 14 day of February, 2024, by Eduardo Madrigal who is personally known to me (if so check here ) or have produced \_\_\_\_\_ as identification.

Rosaida Morales  
Notary Signature  
Printed name: Rosaida Morales



Prepared by and Return to:  
Charles L. Eldredge, Jr. Esq.  
LARSEN SLATEN, PLLC.  
4700 Millenia Lakes Blvd. Ste 500  
Orlando, FL 32839

**AMENDMENT TO THE  
AMENDED AND RESTATED POINCIANA SUBDIVISION DECLARATIONS  
REGARDING VILLAGE SIX SETBACKS**

WHEREAS, The Association of Poinciana Villages, Inc. (“APV”) is the homeowner association charged with enforcing the Amended and Restated Poinciana Subdivision Declaration recorded as Instrument #2023073785 in Official Records Book 12634 Page 1844 of the Public Records of Polk County, Florida and as Instrument #2023035172 in Official Records Book 6377 Page 2897 of the Public Records of Osceola County as amended from time to time (the “Declarations”); and

WHEREAS, After reviewing the limited development plans and isolated location, The Board had determined that it is reasonable to adjust the setback in Neighborhood 3 West-North, Village 6: and

WHEREAS, the Polk County Planning Commission has approved a change to setbacks in the area in Case File #: LDPD-2023-29; and

WHEREAS, APV now seeks to amend the Criteria found in the Declarations to make this change; and

WHEREAS, Section 5 of the Declarations allows that, “the APV Board may amend this Declaration at any time upon a majority vote”; and

WHEREAS, STRUCTURE DEVELOPMENT LLC is the sole landowner in Neighborhood 3 West-North, Village 6 and the only owner affected by this proposed amendment, has knowledge of this proposed amendment, requested the amendment and waives any additional notice required in Section 720. 303(2)(c)2, Florida Statutes.

NOW, THEREFORE, the Board of Directors of the Association of Poinciana Villages, Inc. resolves the following:

- 1) The preceding recitals are true and correct and are incorporated herein.

2) The Declaration is hereby amended to add the following chart to the existing Exhibit I of the Design Control Board Criteria "Setback and Other Restrictions."

Setbacks Applying Only to Neighborhood 3 West-North, Village 6

| <u>Type of Lot</u> | <u>Minimum Lot Size</u> | <u>Minimum Interior Floor Area</u> | <u>Front Setback</u>                                      | <u>Rear Setback</u> | <u>Interior Side setback</u> |
|--------------------|-------------------------|------------------------------------|---|---------------------|------------------------------|
| <u>All Lots</u>    | <u>4,800 sf</u>         | <u>800 sf</u>                      | <u>15 feet Primary Structure</u><br><u>25 feet Garage</u> | <u>10 feet</u>      | <u>5 feet</u>                |

| <u>Other Side Setbacks</u>            | <u>Setbacks for Ancillary Structures</u> | <u>Garage Requirements and Restrictions</u>                  |
|---------------------------------------|--|--|
| <u>15 feet RW Side on Corner Lots</u> | <u>5 feet Side and Rear</u>              | <u>Must be built in rear of lot unless attached to house</u> |

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3) This change in setback and lot size only applies to land contained in Exhibit "A" attached hereto. All other setbacks and minimum lot sizes in the Declaration will continue to apply to all other existing future development in APV.

4) Except as modified hereby, the Declarations shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the provisions of these Declarations and the provisions of this Amendment, the provisions of this Amendment shall control. Whenever possible, this Amendment and the Declarations shall be construed as a single document.

*Signatures on Next Page*

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Amendment to Declaration Regarding  
Village 6 Setbacks

This Amendment was adopted by the Board of Directors of the Association of Poinciana Villages. Inc. on August 13, 2024.

BY: [Signature]  
Signature  
Print Name: [Signature]  
Print Title: President

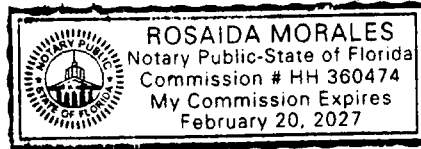
WITNESSES:

[Signature]  
Signature  
Print Name: Dulce Maestray  
Address: 401 Walnut St  
Kissimmee FL 34759  
[Signature]  
Signature  
Print Name: Ann Marie Medina  
Address: 401 Walnut St  
Kissimmee FL 34759

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of (mark one)  physical presence or  online notarization, this 13 day of August, 2024, by Eduardo Madrigal who is personally known to me (if so check here ) or have produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Printed name: Rosaida Morales



**Exhibit "A"**

The Plat of Poinciana Neighborhood 3 West North, Village 6 as recorded in Plat Book 60 Page 13, Official Records of Polk County, Florida as it may be replatted from time to time.

Also described as:

A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 28 SOUTH, RANGE 28 EAST, AND SECTIONS 6 AND 7, TOWNSHIP 28 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST EASTERN CORNER OF POINCIANA, NEIGHBORHOOD 6 SOUTH, VILLAGE 3; ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 54 AT PAGES 43 THROUGH 49 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN THE FOLLOWING COURSES ALONG THE SOUTHEASTERLY BOUNDARY OF SAID POINCIANA, NEIGHBORHOOD 6 SOUTH, VILLAGE 3, S37°30'00"W FOR A DISTANCE OF 675.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS, A RADIUS OF 5822.58 FEET AND A CENTRAL ANGLE OF 6°10'00"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 626.68 FEET TO THE POINT OF TANGENCY; THENCE RUN S 43°40'00"W FOR A DISTANCE OF 808.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 5636.58 FEET AND A CENTRAL ANGLE OF 7°40'00"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 754.22 FEET TO THE POINT OF TANGENCY; THENCE RUN S 36°00'00"W FOR A DISTANCE OF 1160.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS, A RADIUS OF 2793.00 FEET AND A CENTRAL ANGLE OF 23°53'56"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1165.00 FEET TO A POINT ON WEST LINE OF SAID SECTION 12, THE PREVIOUSLY DESCRIBED COURSES ALL BEING ALONG THE SOUTHEASTERLY BOUNDARY OF SAID POINCIANA, NEIGHBORHOOD 6 SOUTH, VILLAGE 3; THENCE RUN S 0°04'43"E ALONG THE WEST LINE OF SAID SECTION 12 FOR A DISTANCE OF 887.38 FEET; THENCE RUN S 86°09'05"E FOR A DISTANCE OF 2877.58 FEET; THENCE RUN S 89°14'19"E FOR A DISTANCE OF 1505.13 FEET; THENCE RUN S 32°00'19"E FOR A DISTANCE OF 188.68 FEET; THENCE RUN N 57°59'41"E FOR A DISTANCE OF 150.00 FEET; THENCE RUN N 31°15'31"E FOR A DISTANCE OF 1749.46 FEET; THENCE RUN N 13°29'45"W FOR A DISTANCE OF 771.30 FEET; THENCE RUN N 31°19'43"W FOR A DISTANCE OF 807.77 FEET; THENCE RUN NORTH FOR A DISTANCE OF 1482.35 FEET; THENCE RUN N 6°30'00"E FOR A DISTANCE OF 150.00 FEET; THENCE RUN N 83°30'00"W FOR A DISTANCE OF 325.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 31°00'00"; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 811.58 FEET TO THE POINT OF TANGENCY; THENCE RUN N 52°30'00"W FOR A DISTANCE OF 442.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 39.27 FEET TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF POINCIANA, NEIGHBORHOOD 5 SOUTH, VILLAGE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 54 AT PAGES 21 THROUGH 26 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THENCE RUN S 37°30'00"W ALONG SAID SOUTHEASTERLY BOUNDARY FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING, CONTAINING 404.476 ACRES MORE OR LESS.

Prepared by and Return to:  
Charles L. Eldredge, Jr. Esq.  
LARSEN SLATEN, PLLC.  
4700 Millenia Lakes Blvd. Ste 500  
Orlando, FL 32839

**AMENDMENTS TO THE AMENDED AND RESTATED  
POINCIANA SUBDIVISION DECLARATION**

WHEREAS, The Association of Poinciana Villages, Inc. is the homeowners association charged with enforcing the Amended and Restated Poinciana Subdivision Declaration recorded as Instrument #2023073785 in Official Records Book 12634 Page 1544 of the Public Records of Polk County and Instrument # 2023035172 in Official Records Book 6377 Page 2897 of the Public Records of Osceola County, (the “Declarations”); and

WHEREAS, Section 5 of the Declarations provides that, “the APV Board may amend this Declaration at any time upon a majority vote”; and

WHEREAS, the APV Board of Directors now seeks to adopt amendments to the Declarations including the Design Control Board Criteria (the “Criteria”).

NOW, THEREFORE, the Board of Directors of the Association of Poinciana Villages, Inc. amends the Amended and Restated Poinciana Subdivision Declaration as follows:

- 1) The preceding recitals are true and correct and are incorporated herein.
- 2) Section 3 containing Definitions is amended as follows:

"Lot" shall mean any lot, tract or parcel shown on a plat including both residential and commercial property.

- 3) Sections 6, 6.1, 6.2 and 6.3 of the Declarations are amended as follows:

**6 Enforcement.**

Enforcement of this Declaration, other documents that govern the Association and its Owners and residents, and any rules and regulations promulgated by the APV, including, but not limited to, the Criteria, shall be by judicial proceedings in law or equity brought by the Association or any Owner against any person or persons causing or allowing, attempting, suffering or permitting the violation of any covenant of this Declaration, other governing documents and/or rules and regulations. Enforcement of this Declaration, other governing documents and/or rules and regulations may be either to restrain violation( s) or to recover damages, or both. The prevailing party shall be entitled to recover, in addition to cost and disbursements allowed by law, such sums as the Court may

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adjudge to be reasonable for the service of the prevailing party's attorney(s), paralegal(s), and other supporting personnel and resources at all judicial levels. In the event the Association is the prevailing party, it may assess the amount of a judgment in its favor against an Owner, or Owners, as an Assessment against their individual Lot(s), and the assessed amount shall be immediately due and payable to the Association. In the event of a violation of any of the provisions of this Declaration, other governing documents and/or APV's rules and regulations, other than the nonpayment of any assessment or other monetary obligation, the APV shall attempt to notify the Owner by written notice addressed to the owner's most recent mailing address on file with the APV. The Board of Directors will provide 30 days for the resident to correct deficiency from the date of the first violation letter. If the violation is not timely corrected, then the APV shall issue a second violation letter. The owner must provide a photograph to APV showing correction within 15 days of the date of the second violation letter. If the owner does not deliver photographic proof of correction to APV within 15 days of the second violation letter, ~~if such violation is not cured within a reasonable time, as determined in the discretion of the APV board of Directors,~~ the APV may at its option:

6.1 Commence an action to enforce the performance on the part of the violator or enjoin the violation or breach or for such other equitable relief as may be necessary under the circumstances, including injunctive relief:

6.2 Commence and action to recover damages; and or

6.3 Commence as provided by the Florida State Statutes including imposing fines.

4) Section 9.3 of the Declarations is amended as follows:

### 9.3 Assessments.

Each Owner, 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 the APV at the time and in the manner required by the APV Board, assessments or charges and any special assessments and capital contributions as are fixed, established and collected from time to time by the APV (collectively, the "Assessments"). The Assessments levied by the APV shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Poinciana Subdivision, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the APV. The Assessments levied by the APV Board shall be used exclusively for the purposes set forth in this Declaration, the Articles and the By-Laws and for the benefit of the Owners as an entire community, the improvements, maintenance, repair and replacement of properties, services and activities and facilities devoted to this purpose and applicable to the use and enjoyment of the Common Areas.

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5) Section 9.5 of the Declarations is amended as follows:

~~9.5 Reserved for future use.~~

9.5 Capital Contribution

In addition to the other types of Assessments authorized by this Declaration, each Owner, regardless of how title is acquired, including by foreclosure or by a deed in lieu of foreclosure, at the time the person or entity takes record title to a Lot with completed dwelling that has been issued a certificate of occupancy, shall pay to the Association a Capital Contribution of Five Hundred Dollars (\$500.00). This amount shall be in addition to, and not in lieu of, any other Assessment or charge levied on the Lot, and shall not be considered an advance payment of such Assessments or charges. The Capital Contribution shall be due and collectible from the Owner acquiring title to the Lot at the time of the transfer of record title of the Lot with completed dwelling. The Capital Contribution may be used to pay for the maintenance, repair, or replacement of the Common Areas and their improvements or to fund new capital projects, including, but not limited to, acquiring or constructing new amenities, facilities, stormwater drainage systems, and other capital improvements. Notwithstanding anything else contained herein, the Capital Contribution shall not apply, and shall not be collected, in the following limited circumstances:

9.5.1 The sale or transfer of a Lot without a completed dwelling, or the sale of a Lot with a dwelling that has not been issued a certificate of occupancy by the local government authority.

9.5.2 The sale or transfer of a Lot from Avatar Properties, Inc. its successor or assigns, or a builder, contractor, or other business entity who purchases Lots for the purpose of constructing dwellings thereon for resale, regardless of whether there is a completed dwelling with a certificate of occupancy.

9.5.3 A transfer between a current Owner and that Owner's family trust where the trustee or beneficiary of the trust is the Owner, or where the trustee or beneficiary is an immediate family member of the Owner.

9.5.4 When a current Owner records a deed or other conveyance for the sole purpose of adding the names of family members to the recorded deed while keeping the name of the current Owner on the recorded deed or conveyance.

9.5.5 In the event of the death of an Owner, title to the Lot is transferred through a probate estate, trust, or other legal vehicle or instrumentation of inheritance.

9.5.6 The Owner records a deed to reflect a personal name change created by marriage, divorce, or other legal means.

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6) Section 12.12 of the Declarations is amended as follows:

12.12 Trash Containers for Commercial, Institutional, Multiple Family

All trash container areas and yards for commercial, institutional and multiple family buildings will be screened visually and in a manner which will dampen associated noise. This should be accomplished either with dense shrubbery such as hedges ~~or with wood fences~~ or landscaped masonry walls.

7) Section 13.2 of the Declarations is amended as follows:

13.2 No Short Term Rentals

No residential unit shall be rented for less than a six-month initial term. Short term or "Air B&B" type rentals are not permitted. Residential units may not be advertised as available for rent for less than a six-month initial term. Renting of individual rooms is prohibited. Utilization of Residential units to provide temporary/transitory housing is not permitted.

8) Section 6.1 of the Design Control Board Criteria is amended as follows:

6.1 Generally. No construction of new improvements, alterations or additions to structures or landscape shall be commenced without the prior written approval of the DCB. No building, fence, driveway, patio, drainage, paved area, wall or any other structure shall be commenced, erected, or maintained upon the existing property; no additions to existing property or any exterior additions or alterations therein shall be made until the plans and specifications showing the nature, kind, shape, height, materials, square footage, location and landscaping of the same shall have been submitted to and approved in writing by the DCB. In addition, the DCB shall have the right to approve any alteration that changes the use of a structure (e.g., conversion of a space to a bedroom). One (1) copy of all plans and related data shall be retained by the APV for its records. ~~In the event that the DCB fails to approve an application within thirty (30) days of its submittal, such application shall be deemed disapproved.~~ The DCB shall make every effort to approve all applications within thirty (30) days of submittal. If an Applicant does not receive notification of an application status after thirty (30) days, the Applicant may call the DCB clerk for status of the application. An application will not be approved until the DCB issues a formal written approval.

9) Section 6.2 of the Design Control Board Criteria is amended as follows:

6.2 Application. Each application to the DCB must be accompanied by documentation sufficient to describe the project to the DCB which may include (depending on the complexity of the project): a complete set of engineered plans and specifications showing any proposed topographical changes, all exterior and structural details and the relationship of the proposed work to existing structures and to property lines and a complete survey, by a Florida Licensed Surveyor, denoting layout of home with all setbacks, driveway, slabs, sheds or accessory buildings, landscaping layout as well as a statement that the lot must be fully sodded. In the case of a proposed topographical or

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grade change, the application must also include the written agreement of the Applicant proposing such change in topography or grade, to indemnify and hold harmless the DCB, the APV, and Avatar, their agents, servants and/or employees from any claim or cause of action whatsoever, whether justifiable or not, and from any liability resulting or which might result from its approval of such topographical or grade change. Each application must also be accompanied by the name, address, telephone number and identity of the contact person. If the contact person or his or her name address or telephone number changes, the Applicant shall immediately notify the DCB in writing. All DCB applications must have complete information and related documents to be (i) hand carried to the APV Offices for submission to the Secretary of the DCB or representative for acceptance or (ii) mailed by Certified Mail Return Receipt Requested to the addressed stated in Section 6.6.1 herein (iii) faxed (iv) emailed or (v) on via internet through our interactive webpage [www.apvcommunity.com](http://www.apvcommunity.com). Applications will be processed within thirty (30) days. Incomplete applications will be denied. Once an application approval letter is issued, the resident has a maximum of ninety (90) days to complete the work. If the work has not been completed within the initial ninety (90) days, the owner may request a one-time extension, not to exceed ninety (90) days. The length of the extension will be determined by the extent of the work to be completed. An extension must be requested no more than seven (7) days after the initial ninety (90) day approval has expired. Only ONE (1) extension will be granted. Applications submitted to rectify an outstanding covenant violation are NOT eligible for an extension.

10) Section 7.7 of the Design Control Board Criteria is amended as follows:

7.7 Storage Sheds. Storage sheds are allowed, however, only one (1) shed with a maximum dimension of two-hundred (200) square feet per unit and must be placed in the back yard of the property. Storage sheds may not encroach on any established setback including those in paragraph 8.1. Storage sheds shall be maintained to prevent them from becoming unsightly or deteriorated. Sheds must not be taller than ten (10) feet from floor to exterior peak of the roof and must not be attached to the house. Sheds must be installed on a concrete pad and/or secured as required by applicable building code or County ordinance. The color of a shed must complement the exterior color of the primary residence. The Cypress Woods Covenants prohibit sheds in Cypress Woods. In Stepping Stone sheds must be placed in the back yard within the envelope of the residential structure and must match the color of the residential structure.

11) Section 7.8 of the Design Control Board Criteria is amended as follows:

7.8 Wall and Window Air-Conditioners. No wall or window air-conditioners shall be permitted without screening by shrubbery or an appropriate material approved by the DCB. Wall and window units must not be installed more than four (4) feet above ground level. DCB approval is required prior to installation. A building may not have more than one wall or window air-conditioner unit.

12) Section 7.15 of the Design Control Board Criteria is amended as follows:

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7.15 Chimneys. Chimneys on all homes shall NOT be of the exposed metal stovepipe type, with the exception of Village Nine, Broadmoor. Chimneys must be sided with materials consistent with the exterior of the home.

13) Section 9.1.1 of the Design Control Board Criteria is amended as follows:

9.1.1 Driveways and Walkways. Driveways must be constructed of either concrete, asphalt, or brick pavers. Walkways on a Lot shall be of the same materials as the driveway on the Lot unless otherwise approved by the DCB. Any walkway adjacent to the residence dwelling must not exceed two (2) feet in width. Driveways may not exceed a total of 24' combined width. Driveways may be painted with an APV approved driveway color with DCB approval. Homes with three car garages may have a driveway not to exceed 27' in width. Circular or semicircular driveways are prohibited. Additions and modifications to existing driveways require DCB approval. Walkways NOT adjacent to the resident dwelling may not exceed three (3) feet in width. Duplex driveways may not exceed a maximum total of sixteen (16) feet in width. Driveways must be constructed of a uniform material. Combining of materials (e.g., concrete, pavers and/or rock) is prohibited

14) Section 12.3 of the Design Control Board Criteria is amended as follows:

12.3 Awnings and Shutters. Awnings and shutters which are compatible with the Parent Structure may be considered on a case by case basis by the DCB. Awnings must be permanently attached to the main structure (i.e. sun setter awnings) and retractable awnings are preferred. Stripe-pattern awnings are not allowed. Hurricane shutters may be added to a structure upon approval by the DCB, but may only be closed during a hurricane watch or hurricane warning as issued by the National Hurricane Center and must be opened within 72 hours after the hurricane watch or warning has been lifted. Hurricane shutters may not remain closed, nor openings in the building covered with boards or other material, when there is no hurricane watch or warning in effect. Post-mounted sunshades of shaped fabric are prohibited.

15) Section 12.3.1 of the Design Control Board Criteria is amended as follows:

12.3.1 Gazebo. Wood Gazebos with tiled roof and decorative skirting are allowed; additionally, wrought iron and aluminum framed canvas topped gazebos are permitted, one gazebo per household and not to exceed a maximum dimension of two hundred (200) square feet per structure and a maximum height of ten (10) feet. All gazebos must be permanently installed on a poured 4" concrete foundation, placed in the rear of the property outside of the easements/setbacks upon obtaining written approval from the DCB. An owner of a Poinciana residential lot will be allowed maximum of 3 detached ancillary structures on their property. Ancillary structures are not allowed on otherwise vacant Lots. Wood gazebos must have tile or shingle roof. Wrought iron and aluminum framed gazebos may be topped with canvas or some metals. Corrugated, rolled metal and polycarbonate roofing is prohibited.

Underline shows addition ~~Strikethrough~~ shows deletion.

16) Section 12.6 of the Design Control Board Criteria is amended as follows:

12.6 Maintenance. Lot Owners are responsible for maintaining all ~~homes'~~ building exteriors and ancillary structures on their Lots in a neat and attractive condition and good order and repair and shall not permit their homes' exteriors and ancillary structures to deteriorate or become unsightly. Owners are required to undertake all maintenance, repairs and/or other actions to ensure their Lots, and their homes' exterior, ancillary structures and other improvements thereon, persist in a neat and attractive condition and good order and repair to maintain harmony and blend with the other existing homes in the immediate vicinity (i.e., paint peeling, torn screens and broken windows). Lot Owners must provide the same maintenance to that portion of any adjacent Common Area or public right-of way. lying between the Lot boundary and any street, or alley. The following guidelines are intended to supplement and be read in accordance with the other provisions of these Criteria. Among any other actions necessary to comply with these Criteria, Lot Owners are responsible for the following in connection with the homes' exteriors and ancillary structures on their Lots:

17) Section 12.7.4 of the Design Control Board Criteria is amended as follows:

12.7.4 Types of Fencing. Only wrought iron, block, brick, vinyl PVC, vinyl coated chain type with top rail or chain link fencing with top rail and aluminum slotted picket will be approved if the design is in general conformity with the architectural design of the Poinciana Villages. Solid metal panel/privacy fence material, horizontal fence panels and rail-type fences are prohibited. "Lattice" can be only used as a decorative feature along the top of a solid privacy fence sufficiently opaque, built in and framed from a manufacturing company. Any lattice shall be included in and not exceed the total allowable height of the fence. The use of mesh, wire, or plastic as fencing materials is prohibited. The use of mesh as screening material is prohibited. No wall or fence shall be erected or placed within the front setback lines of any Lot. Block walls shall be stuccoed, painted and regularly maintained. Fence panels and posts must be of the same material. Chain link fences are not permitted in Cypress Woods or Stepping Stone.

18) Section 12.9.1 of the Design Control Board Criteria is amended as follows:

12.9.1 Exterior Lighting. ~~holiday~~ Holiday ornaments and lighting may be in place from November 15 through January 10. Landscape lighting shall be installed flush with the lawn at a height not to exceed twelve (12) inches. Lamp-post lights must be constructed from metal, may not exceed seven eight (8) feet six inches (7'-6") in height and must be properly anchored in cement and cannot intrude on adjacent Lots or Parcels. Spotlight-type fixtures are prohibited. No more than two (2) lamp posts per home.

19) Section 12.10.9 of the Design Control Board Criteria is amended as follows:

12.10.9 A maximum of one Construction Dumpster may be used during home repairs or renovation ~~but must be preapproved by the DCB~~. It must be placed on the driveway and may remain on the

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Lot for a maximum of 7 days. DCB must preapprove any dumpster that will remain more than 7 days.

20) Section 18.2.8 of the Design Control Board Criteria is added as follows:

18.2.8 Sheds. A maximum of two sheds totaling 200 square feet are allowed on each Lot. The height of the shed(s) cannot exceed the lowest portion of the roof. Sheds may not be converted into a living space.

21) Section 18.2.9 of the Design Control Board Criteria is added as follows:

18.2.9 Wall and Window Air-Conditioners. Wall and window air-conditioners may not be installed more than four feet above the top of the skirting

22) Section 18.2.10 of the Design Control Board Criteria is added as follows:

18.2.10 Registration Stickers. Manufactured homes located in Village Nine, Broadmoor may display state/county registration window stickers.

23) The remainder of the Declarations and Criteria remains unchanged and in full force.

These Amendments were adopted by no less than 3/4 of the Board of Directors of the Association of Poinciana Villages, Inc. on January 12, 2025.

*Signatures on next page*

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BY: [Signature]  
Eduardo Madrigal, President

WITNESSES:  
[Signature]  
Signature  
Print Name: MARK MALDONADO

Address: 401 Walnut St. 34759

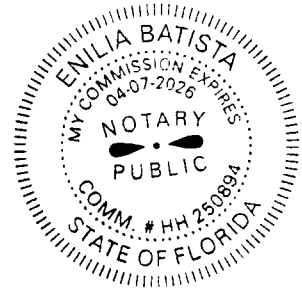
[Signature]  
Signature  
Print Name: Marissa del Valle

Address: 401 Walnut St. 34759

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of (mark one)  physical presence or  online notarization, this 19 day of February, 2025, by Eduardo Madrigal as President who is personally known to me (if so check here ) or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Printed name: Enli Batista



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INSTR # 2025113194  
 BK 13547 Pgs 1118-1123 PG(s)6  
 RECORDED 05/14/2025 10:27:08 AM  
 STACY M. BUTTERFIELD, CLERK OF COURT  
 POLK COUNTY  
 RECORDING FEES \$52.50  
 RECORDED BY Jasmhard

RETURN TO POLK COUNTY  
 REAL ESTATE SERVICES OFFICE BOX

**THIS INSTRUMENT WAS PREPARED BY**  
 Breezi K. Hicks

**AND SHOULD BE RETURNED TO:**  
 Breezi K. Hicks  
 Assistant County Attorney  
 Polk County Attorney's Office  
 330 W. Church Street,  
 Bartow, FL 33830

**POINCIANA VILLAGES  
 RELEASE OF PROPERTY**

**THIS POINCIANA VILLAGES RELEASE OF PROPERTY** (the "RELEASE") is made this 8 day of April, 2025, by Association of Poinciana Villages, Inc. and Poinciana Village Seven Association, Inc., whose mailing address is: 401 Walnut Street, Poinciana, FL 34759.

**RECITALS:**

**WHEREAS**, Polk County ("COUNTY") a political subdivision of the State of Florida, acquired fee title to a 602-acre tract of land located in Polk County, Florida ("Lake Marion Preserve Property") which is located within the Florida Wildlife Corridor which has a high biodiversity value and contains habitat for numerous plant, animal, and natural communities tracked by the Florida Natural Areas and Inventory and identified as Priority in the Florida Fish and Wildlife Conservation Commission's Strategic Habitat Conservation Area data set; and,

**WHEREAS**, approximately 126 acres of the Lake Marion Preserve Property as more particularly described in **Exhibit A** (the "Restricted Property") contains xeric soils supporting scrub habitat which are currently occupied by the state and federally designated "Threatened" Florida Sand Skink (*Neoseps reynoldsi*) and which with management of the Restricted Property in accordance with the FWC Guidelines (as defined below) have the potential to support the state and federally designated "Threatened" Florida Scrub-Jay (*Aphelocoma coerulescens*), as well as several other protected and at-risk species which could recruit into or colonize the habitat (the "Conservation Values"); and,

**WHEREAS**, the COUNTY entered into a Grant Agreement with The Nature Conservancy ("TNC"), a nonprofit corporation under the laws of the District of Columbia, where TNC wishes to assist in the long term protection of the Lake Marion Preserve Property, including the Restricted Property and its Conservation Values; and

**WHEREAS**, the **ASSOCIATION OF POINCIANA VILLAGES, INC.**, a Florida not for profit corporation ("APV") and **POINCIANA VILLAGE SEVEN ASSOCIATION, INC.**, a Florida not for profit corporation ("Village Seven" and together with APV, the "Poinciana Parties") may

have acquired certain rights and interests in and to the Restricted Property pursuant to the following recorded documents (collectively, the "Encumbrances"):

1. Notice of Association of Poinciana Villages, Inc., Under §720.3032, Florida Statutes and Notice to Preserve and Protect Covenants and Restrictions from Extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes dated November 7, 2010, recorded on November 13, 2019, in Official Records of Polk County Book 11038 page 4460.
2. Amended and Restated Poinciana Subdivision Declaration recorded March 30, 2023 in Official Records Book 12634, Page 1844, of the Public Records of Polk County, Florida (the "Declaration").
3. Warranty Deed dated November 5, 1981, and recorded November 9, 1981, in Official Records Book 2050, page 2160, of the Public Records of Polk County, Florida.
4. Plat of Poinciana Neighborhood 1 West, Village 7, as recorded in Plat Book 52, Page 50, of the Public Records of Polk County, Florida, which plat was partially vacated in Resolution No. 2024-107 recorded in Official Records Book 13192, Page 1380, of the Public Records of Polk County, Florida.
5. Plat of Poinciana Neighborhood 3 North, Village 7, as recorded in Plat Book 63, Page 19, of the Public Records of Polk County, Florida, which plat was partially vacated in Resolution No. 2024-107 recorded in Official Records Book 13192, Page 1380, of the Public Records of Polk County, Florida.

**WHEREAS**, the Poinciana Parties have agreed to release and abandon any right, title or interest they have in and to the Restricted Property.

**NOW, THEREFORE**, in consideration of the payment of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows, to wit:

The foregoing recitals are true and correct and are incorporated herein by this reference.

APV, for itself and all parties for whom APV has the authority under the Declaration or any other Encumbrance to act on behalf of or otherwise bind (collectively, the "APV Parties"), hereby releases and abandons all right, title and interest it and the APV Parties have in and to the Restricted Property, including, without limitation, those interests, if any, arising under the Encumbrances.

Village Seven, for itself and all parties for whom Village Seven has the authority under the Declaration or any other Encumbrance to act on behalf of and otherwise bind (collectively, the "Village Seven Parties"), hereby releases and abandons all right, title and interest it and the Village Seven Parties have in and to the Restricted Property, including, without limitation, those interests, if any, arising under the Encumbrances.

In Witness Whereof, each of APV and Village Seven have executed and delivered the foregoing RELEASE as of the date first set forth above.

Signed, sealed and delivered in the presence of:

ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not for profit corporation

Mark Maldonado

Name: MARK MALDONADO  
Address: 401 WALNUT STREET

By: Eduardo Madrigal

Name: [Signature]

Title: President of APV

Dulce Maestrey

Name: Dulce Maestrey  
Address: 401 Walnut Street

Date: April 8, 2025

(SEAL)

STATE OF FLORIDA  
COUNTY OF POIK

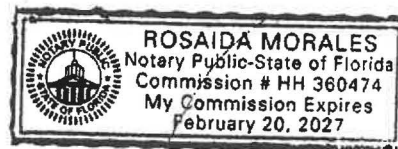
The foregoing instrument was acknowledged before me this 8 day of April 2025 by Eduardo Madrigal as President, Master Association Poinciana Villages of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not for profit corporation. He  She  is personally known to me or  produced

as identification.  
Rosaida Morales

Signature of Notary Public

Rosaida Morales

Name of Notary Typed, Printed or Stamped



Signed, sealed and delivered in the presence of:

POINCIANA VILLAGE SEVEN ASSOCIATION, INC., a Florida not for profit corporation

Mark Maldonado

By: Steven Shurba

Name: MARK MALDONADO  
Address: \_\_\_\_\_

Name: STEVEN SHURBA  
Title: President of Village Seven

Dulce Maestrey

Date: April 11, 2025

Name: Dulce Maestrey  
Address: 401 Walnut Street

(SEAL)

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 11 day of April 2025 by Steven shurba as President, Village Seven Association of Poinciana of POINCIANA VILLAGE SEVEN ASSOCIATION, INC., a Florida not for profit corporation.

He  She  is personally known to me or [ ] produced \_\_\_\_\_ as identification.

Rosaida Morales

Signature of Notary Public

Rosaida Morales

Name of Notary Typed, Printed or Stamped



**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY**

Those parts of the following described Lots, Blocks, Tracts, and Greenways lying east of the maintained right-of-way for Lake Marion Creek Road, and lying north and east of the maintained right-of-way for McMan Road:

**Poinciana Neighborhood 1 West, Village 7, as recorded in Plat Book 52, Pages 50 through 55, Public Records of Polk County, Florida:**

Block 903, Lots 1 through 4, inclusive; Block 904, Lots 1 through 27, inclusive; Block 905, Lots 1 through 10, inclusive; Block 906, Lots 1 through 5, inclusive; Block 907, Lots 1 through 12, inclusive; Block 908, Lots 1 through 34, inclusive; Block 909, Lot 1; Block 910, Lots 1 through 26, inclusive; Block 911, Lots 1 through 5, inclusive; Block 912, Lots 1 through 6, inclusive; Block 913, Lots 1 through 28, inclusive; Block 914, Lots 1 through 12, inclusive; Block 915, Lots 1 through 10, inclusive; Block 916, Lots 1 through 7, inclusive; Block 917, Lots 1 through 8, inclusive; Block 918, Lots 1 through 34, inclusive; Block 919, Lots 1 through 22, inclusive; Block 920, Lots 1 through 32, inclusive; Block 921, Lots 1 through 22, inclusive; Block 922, Lots 1 through 15, inclusive; Block 923, Lots 1 through 15, inclusive; Block 924, Lots 1 through 3, inclusive; Block 925, Lots 1 through 22, inclusive; Block 927, Lots 11 through 20, inclusive; Block 928, Lots 5 through 42, inclusive; Block 929, Lots 1 through 20, inclusive; Block 930, Lots 1 through 9, inclusive; Block 931, Lots 1 through 13, inclusive; Block 932, Lots 1 through 6, inclusive; Tract "A"; Tract "B"; Tract "C"; Greenways 1 and 2, as depicted on said Plat Book 52, Page 51; Greenways 1 and 2, as depicted on said Plat Book 52, Page 52; Greenways 1 and 2, as depicted on said Plat Book 52, Page 53; Greenways 1 and 2 as depicted on said Plat Book 52, Page 54; and Greenways 1 and 2 as depicted on said Plat Book 52, Page 55.

AND

Those parts of the following described Tract, and Greenway lying north and east of the maintained right-of-way for McMan Road:

**Poinciana Neighborhood 3 North, Village 7, as recorded in Plat Book 63, Pages 19 through 22, Public Records of Polk County, Florida:**

Tract "F" and Greenway 4, as depicted on said Plat Book 63, Page 22.

AND

That part of the SW 1/4 of the NW 1/4 of Section 33, Township 27 South, Range 28 East lying north and east of the maintained right-of-way for McMan Road.

LESS and EXCEPT

That parcel described in Official Records Book 7413, Page 1559, Public Records of Polk County, Florida.

AND LESS and EXCEPT

That parcel described in Official Records Book 7082, Page 588, Public Records of Polk County, Florida.

Prepared by and Return to:  
Charles L. Eldredge, Jr. Esq.  
LARSEN SLATEN, PLLC.  
4700 Millenia Blvd. Ste 500  
Orlando, FL 32839

**AMENDMENTS TO THE AMENDED AND RESTATED  
POINCIANA SUBDIVISION DECLARATION**

WHEREAS, The Association of Poinciana Villages, Inc. is the homeowners association charged with enforcing the Amended and Restated Poinciana Subdivision Declaration recorded as Instrument #2023073785 in Official Records Book 12634 Page 1544 of the Public Records of Polk County and Instrument # 2023035172 in Official Records Book 6377 Page 2897 of the Public Records of Osceola County, (the “Declarations”); and

WHEREAS, Section 5 of the Declarations provides that, “the APV Board may amend this Declaration at any time upon a majority vote”; and

WHEREAS, the APV Board of Directors now seeks to adopt amendments to the Declarations including the Design Control Board Criteria which is an exhibit to the Declarations (the “Criteria”).

NOW, THEREFORE, the Board of Directors of the Association of Poinciana Villages, Inc. amends the Amended and Restated Poinciana Subdivision Declaration as follows:

- 1) The preceding recitals are true and correct and are incorporated herein.
- 2) Section 13.1 of the Declarations is amended as follows:

**13.1 Garbage and Trash.**

No trash, garbage, construction debris or other waste material or refuse shall be placed or stored on any part of the property except in covered or sealed containers approved by the DCB. After construction is complete on a lot, all such containers must be stored within each residence or concealed by means of a wall or enclosure approved by the DCB. No trash, garbage or other waste material and refuse shall be placed or stored at the front of the property or on the driveway. Trash, garbage, recycle containers may be stored at the rear or at the side of the property. ~~If stored on the side of the property, containers must be a minimum of ten (10) feet from the front of the house and shall be inconspicuous from street view.~~ If stored on the side of the property, containers must be placed a minimum of 10’ (ten) feet from the front of the house against the home. Partial/screen fence trash enclosures are not allowed. All trash, garbage, recycle and other material or refuse may

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be placed curbside the evening prior to scheduled pick up. ~~Containers must be brought in the evening of the pickup day.~~ Containers must be brought in no later than the evening of the day after pick up. Trash containers in Village Nine (Broadmoor) may be stored in the carport and may be visible from the street.

3) Section 13.3 of the Declarations is amended as follows:

### 13.3 No Outside Storage.

The Lot and improvements shall be maintained in good, clean and attractive condition. No outside storage is allowed. All personal property of Owners or other occupants of dwelling shall be stored within the dwelling or ancillary structure. No personal property, except usual patio furniture may be stored outside of a dwelling. This includes placing items outside of the dwelling unit and/or enclosed accessory structure for more than 24 hours, whether such storage is intended to be permanent or temporary. Items that may not be stored outside include, but are not limited to: tires, auto parts, concrete blocks, bricks and pavers, wood and other construction materials, appliances, exercise equipment (unless permanently installed and approved by the DCB), tools, utility trailers and indoor furniture or other items normally kept inside and are subject to damage by exposure to weather. ~~Patio furniture and portable barbeque grills may not be stored in the front of the property or where visible from the street.~~ Patio furniture is allowed on homes constructed with an original front elevation that includes a covered front porch with a minimum of 6 feet in length. The addition of a paver/ concrete patio immediately adjacent to the front porch/entry is allowed (maximum of 10'x10') All patio additions require DCB approval. Patio furniture is limited to a maximum of 2 chairs or a small glider with a small table (2' round or 2' square) maximum. The only shade device permitted is an umbrella that goes with the patio furniture, no awning or hard roof or screen room may be added. Barbeque grills of any type may not be stored in the front of the property or where visible from the street. Because of the open design of Lots in Village Nine (Broadmoor), patio furniture and barbeque grills may be visible from the street and may be stored in the carport in Village Nine.

4) Section 9.1.1.2 it the DCB Criteria is added as follows:

9.1.1.2 Commercial Parking Areas and Sidewalks: Commercial parking areas/sidewalks are required to be either concrete, asphalt or pavers. Sidewalks are to be concrete or pavers. Owner is responsible for all parking lots and sidewalks. They are required to be cleaned and repaired, which includes the following: pressure washing, and /or otherwise removing all stains, mold, or other discolorations appearing thereon as needed. The owner is also required to repair, restore and/ or replace cracks, holes, grading deviations, parking stripes and any other defects in the parking lot or sidewalks or any paved surface.

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5) Section 9.1.3 of the DCB Criteria is amended as follows:

9.1.3 Minimum Landscaping. Upon completion of a building site or section development, unless the requirements are met with natural vegetation, all building areas shall have the following minimum landscaping provided by the builder/developer according to a site plan which has been previously approved by the DCB. Builders are required to maintain the property landscape areas until the time of sale. This shall include keeping the property free of debris, weeds and overgrowth of sodded areas.

6) Section 12.7.1 of the DCB Criteria is amended as follows:

12.7.1 Residential Fencing Generally. Any residential fence or screen must have the approval of the DCB before installation is undertaken. No fencing is permitted in the front of a home. Low ornamental landscaping such as border stones in front of the home is permitted. The maximum height of any fence for a house is six feet (6') and cannot be placed beyond the front elevation, excluding fences for tennis courts and including swimming pool enclosures. Rear Flag Lots fencing will be reviewed on a case-by-case basis by the DCB. Empty lots may not be fenced ~~unless fenced in conjunction with a neighboring Lot containing a house.~~ Gardens must be located in the backyard and must fall within the envelope of the home. Garden fences must not exceed 2' in height and require DCB approval.

7) The remainder of the Declarations and Criteria remains unchanged and in full force.

These Amendments were adopted by no less than a majority of the Board of Directors of the Association of Poinciana Villages, Inc. on February 11, 2026.

*Signatures on next page*

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BY: [Signature]  
\_\_\_\_\_, President

ATTEST  
BY: [Signature]  
\_\_\_\_\_, Secretary

WITNESSES:

Patricia A. Gensale  
Signature  
Print Name: PATRICIA A. GENSALE

Address: 401 WALNUT ST, POINCIANA, FL 34759

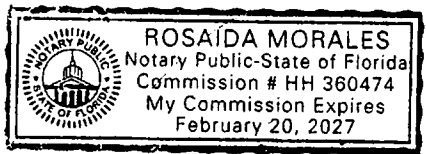
Lisseth Marti  
Signature  
Print Name: Lisseth Marti

Address: 401 Walnut St. Poinciana FL 34759

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of (mark one)  physical presence or  online notarization, this 11 day of February, 2026, by Eduardo Madrigal President who is personally known to me (if so check here ) or has produced \_\_\_\_\_ as identification.

Rosaída Morales  
Notary Signature  
Printed name: Rosaída Morales



Underline shows addition ~~Strikethrough~~ shows deletion.

Prepared by and Return to:  
Charles L. Eldredge, Jr. Esq.  
LARSEN SLATEN, PLLC.  
4700 Millenia Lakes Blvd. Ste 500  
Orlando, FL 32839

**AMENDMENT TO THE POINCIANA SUBDIVISION DECLARATION  
ADDING LAKE DEER SETBACKS**

WHEREAS, The Association of Poinciana Villages, Inc. (“APV”) is the homeowners association charged with enforcing the Amended and Restated Poinciana Subdivision Declaration recorded in Instrument #2023073785 in Official Records Book 12634 Page 1844 of the Public Records of Polk County, Florida and in Instrument #2023035172 in Official Records Book 6377 Page 2897 of the Public Records of Osceola County as amended from time to time (“Declaration”); and

WHEREAS, Lake Deer Development, LLC (“LDD”) has developed the land previously known as Industrial Park Seven into a residential neighborhood; and

WHEREAS, LDD has requested that APV allow different setbacks and minimum lot sizes in Lake Deer compared to those elsewhere in APV; and

WHEREAS, the APV Board of Directors adopted a resolution on August 10, 2023 empowering the Executive Committee to review the request make a final determination regarding the request from LDD and execute an amendment to the Declaration; and

WHEREAS Executive Committee has met and reviewed the request and has determined that Lake Deer is sufficiently unique to reasonably allow different setbacks and lot sizes; and

NOW, THEREFORE, the Executive Committee of the Association of Poinciana Villages, Inc. now authorizes the following amendment to the Amended and Restated Poinciana Subdivision Declaration:

- 1) The preceding recitals are true and correct and are incorporated herein.
- 2) The Declaration is hereby amended to add the following chart to the existing Exhibit 1 of the Design Control Board Criteria “Setback and Other Restrictions.”

Setbacks Applying Only to Lake Deer Estates

| <u>Type of Lot</u> | <u>Minimum Lot Size</u> | <u>Minimum Interior Floor Area</u> | <u>Front Setback</u> | <u>Rear Setback</u> | <u>Side setback</u> |
|--------------------|-------------------------|------------------------------------|----------------------|---------------------|---------------------|
| All Lots           | 4,600 sf                | 800 sf                             | 15 feet              | 10 feet             | 5 feet              |

| <u>Setbacks for Ancillary Structures</u>       | <u>Garage Requirements and Restrictions</u>                  |
|--|--|
| <u>Rear of Lot only. Same as Dwelling Unit</u> | <u>Must be built in rear of lot unless attached to house</u> |

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3) These changes apply only to the plat of Lake Deer Estates recorded in Plat Book 199 Page 19, Public Records of Polk County Florida.

4) Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event of a conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document.

This Amendment was adopted by the Executive Committee as authorized by the Board of Directors of the Association of Poinciana Villages, Inc. on October 5, 2023

***Signatures on next page.***

BY: [Signature]  
Print Name: Joel M. Haugh  
Title: ASST TREASURER/SECRETARY

WITNESSES:  
[Signature]  
Signature  
Print Name: Trish B. Moore  
[Signature]  
Signature  
Print Name: Rosaida Morales

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of (mark one)  physical presence or  online notarization, this 5 day of October, 2023, by Joel Haugh as Asst Treasurer/Secretary who is personally known to me (if so check here ) or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Printed name: Enlia Batista

