

SPECIAL MEETING OF THE BOARD OF DIRECTORS

Pursuant to notice duly given to all trustee-directors of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not for profit corporation (the "Corporation"), a special meeting of the Board of Directors of the Corporation was held on June 5, 1985 at the Poinciana Community Center, 1 Doverplum Center, Kissimmee, Florida. Present at the meeting were Granville Ramsey, Simon Gerun, ~~James Luecker~~, Richard Ransbottom, Jeff Pashley, James Violand, ~~James Luecker~~, ~~Simon Gerun~~, ~~Theodore Dzwil~~, ~~Granville Ramsey~~, ~~Dennis Getman~~ and ~~G. Patrick Settles~~.

Granville Ramsey acted as Chairman of the meeting and, upon announcing the presence of a quorum of trustee-directors, called it to order at 9:30 AM. ~~James Luecker~~ <sup>GEORGE E. BARTON</sup> acted as Secretary of the meeting.

The Chairman presented to the meeting a proposed Agreement, a copy of which is attached hereto as Exhibit "A".

Upon motion of RICHARD RANSBOTTOM, seconded by JAMES VIOLAND, it was by a vote of 6 TO 0:

RESOLVED, that the President of the Corporation is hereby authorized and directed to execute that certain Agreement, a copy of which is attached hereto as Exhibit "A".

There being no further business, the meeting was adjourned.

RESPECTFULLY SUBMITTED:

George E. Barton  
~~JAMES LUECKER~~, Secretary  
~~GEORGE E. BARTON~~, Acting

APPROVED:

Granville R. Ramsey  
GRANVILLE RAMSEY, Chairman

EXHIBIT A

A G R E E M E N T

THIS AGREEMENT is made this 5<sup>th</sup> day of June, 1985, by AVATAR PROPERTIES INC., a Florida corporation, formerly known as GAC Properties, Inc. ("Avatar"), ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not for profit corporation ("APV"), POINCIANA VILLAGE ONE ASSOCIATION, INC., a Florida not for profit corporation ("PV-1"), POINCIANA VILLAGE TWO ASSOCIATION, INC., a Florida not for profit corporation ("PV-2"), POINCIANA VILLAGE THREE ASSOCIATION, INC., a Florida not for profit corporation ("PV-3"), POINCIANA VILLAGE FOUR ASSOCIATION, INC., a Florida not for profit corporation ("PV-4"), POINCIANA VILLAGE FIVE ASSOCIATION, INC., a Florida not for profit corporation ("PV-5"), POINCIANA VILLAGE SIX ASSOCIATION, INC., a Florida not for profit corporation ("PV-6"), POINCIANA VILLAGE SEVEN ASSOCIATION, INC., a Florida not for profit corporation ("PV-7"), POINCIANA VILLAGE EIGHT ASSOCIATION, INC., a Florida not for profit corporation ("PV-8"), and POINCIANA VILLAGE NINE ASSOCIATION, INC., a Florida not for profit corporation ("PV-9").

W I T N E S S E T H:

WHEREAS, Avatar is the Developer of that certain community development commonly known as Poinciana, located in Osceola and Polk Counties, Florida; and

WHEREAS, the Associations (as hereinafter defined) have been created pursuant to the provisions of that certain Deed of Restrictions dated June 30, 1971 and recorded in Official Records Book 221, page 425, public records of Osceola County, Florida, as amended, and that certain Deed of Restrictions dated June 30, 1971 and recorded in Official Records Book 1384, page 58, public records of Polk County, Florida, as amended (collectively, the "Restrictions"); and

WHEREAS, a dispute has arisen between the parties relating to various matters including the responsibility of Avatar to pay assessments and turnover of control of the Associations from Avatar to the residents of Poinciana; and

WHEREAS, the Board of Directors of APV at a meeting duly called and held on June 5, 1985 expressed their desire to settle certain pending disputes between the parties; and

WHEREAS, the parties have agreed to an amicable resolution of their differences in accordance with the terms and conditions hereafter set forth.

NOW, THEREFORE, for and in consideration of good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Definitions.

(a) "Poinciana" shall herein mean the real property subject to the Restrictions.

(b) "Village Associations". PV-1, PV-2, PV-3, PV-4, PV-5, PV-6, PV-7, PV-8 and PV-9 shall individually be referred to

herein as a "Village Association" and collectively as "Village Associations".

(c) "Associations". APV, PV-1, PV-2, PV-3, PV-4, PV-5, PV-6, PV-7, PV-8 and PV-9 shall individually be referred to herein as an "Association" and collectively as "Associations".

(d) "Avatar Directors" shall herein mean those directors or trustee-directors of any Association who are directly or indirectly affiliated with Avatar and controlled by Avatar.

(e) "Resident Directors" shall herein mean those directors or trustee-directors of any Association who are not Avatar Directors.

2. Payments in lieu of Assessments. In lieu of paying to the Associations any general or special assessments or other sums claimed or arising under the Restrictions, Articles of Incorporation or By-laws of any Association, or any other authority, Avatar shall pay to APV the following sums:

<u>Calendar Year</u>	<u>Amount</u>
1985	\$ -0-
1986	50,000
1987	45,000
1988	40,000
1989	35,000
1990	30,000
1991	25,000
1992	20,000
1993	15,000
1994	10,000
1995	5,000
1996 and thereafter	-0-

The foregoing amounts shall be due and payable in quarterly installments during the applicable calendar year. Avatar's commitment to make the payments herein specified shall not be

construed as an admission in any respect relating to Avatar's obligation to pay assessments under the Restrictions.

3. Covenants of Avatar.

(a) Dissolution of Associations. Avatar shall take no action, nor consent to or agree to any action, which would result in the dissolution or termination of any Association.

(b) Removal of Land. Avatar shall take no action, nor consent to or agree to any action, which would result in any real property owned by Avatar being removed from the effect of the Restrictions.

(c) Amendment of Restrictions. Avatar shall not execute, record, nor consent to any further amendment to the Restrictions which relates to assessments or turnover of control of the Associations, unless such amendment shall be consented to by at least two-thirds of the Resident Directors of APV.

(d) Community Center Rent. For calendar year 1985, APV shall not be obligated to pay to Avatar the annual rent payment of approximately \$25,000.00 for the Community Center nor the related common area assessments, provided, however, APV shall pay any applicable Statesales taxes.

(e) Maintenance Fees. Avatar shall immediately assign to APV all of Avatar's rights in connection with the collection of any maintenance fees payable by contract purchasers of Poinciana lots between the time of the execution of the sales contract and the time of conveyance of the lot to the purchaser. Such assignment shall include both existing sales con-

tracts and any future sales contracts which provide for such maintenance fees. With regard to future sales of lots in Poinciana, Avatar shall generally adhere to a policy of immediately deeding residential lots to the purchasers, rather than using a contract for deed or similar instrument; however, if any delayed deeding procedure is for any reason used, Avatar shall provide for maintenance fees as contemplated by the Restrictions to be paid by purchasers as a contractual obligation and the right to collect such maintenance fees shall be assigned to APV.

4. Turnover of Control.

(a) Village Association Directors. Effective immediately, when any vote of members is taken to elect directors of any Village Association, Avatar shall (if within its voting power) permit at least forty percent (40%) of such directors to be Resident Directors, provided there are sufficient nominations by members to fill such positions.

(b) Control Prior to January 1, 1991. Effective immediately for PV-1 and PV-3, and beginning on February 1, 1986 for PV-9 (if controlled by Avatar), when any vote of directors is taken to elect one of the Village Association directors as a trustee-director of APV, Avatar shall cause all Avatar Directors of such Village Association to initially abstain until all Resident Directors of the Village Association present have voted (or abstained or otherwise declined to vote), at which time Avatar shall cause all Avatar Directors to vote for the director receiving the most votes from the Resident Directors of such Village Association.

(c) Control After January 1, 1991. Beginning on January 1, 1991, when any vote is taken by the Board of Directors of any Association having Avatar Directors, Avatar shall cause all Avatar Directors to initially abstain until all Resident Directors of such Association present have voted (or abstained or otherwise declined to vote), at which time Avatar shall cause all Avatar Directors to vote in the same manner that a majority of the voting Resident Directors of such Association have voted.

(d) Quorum. Avatar shall use its best efforts to attend all Association members meetings, and to cause all Avatar Directors to attend all Association directors meetings, if necessary in order to obtain a quorum at such meetings.

5. Indemnification. Avatar, its parent company, their subsidiaries, directors, officers, employees, successors and assigns, and each Avatar Director (the "Indemnitees") shall be indemnified by the Associations against all expenses, costs and liabilities, including attorneys' fees (at both trial and appellate levels), reasonably incurred by or imposed upon any Indemnitee in connection with any proceeding to which any Indemnitee may become involved, by reason of any Avatar Director being or having been a director of any Association on or after January 1, 1991; however, if any claim for reimbursement or indemnification hereunder is based upon a settlement by the Indemnitee seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association(s) approve such settlement as being in the best interests of such Association(s). This para-

graph shall survive any termination or expiration of this Agreement.

6. Third Party Beneficiaries. The parties acknowledge that this Agreement is intended to inure to the benefit of all owners of property within Poinciana.

7. Successors Bound. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns, and all present and future owners of property in Poinciana. Whenever the context permits, singular shall include plural and one gender shall include all genders.

8. Entire Agreement. This Agreement shall represent the entire agreement by and between the parties hereto in regard to the subject hereof, except as otherwise provided herein, and all prior communications relating thereto (oral and written) between the parties are superceded by this Agreement.

9. Amendments. This Agreement may not be modified or terminated except by a written amendment duly executed by all parties hereto, with the consent of three-fourths (3/4) of the directors or trustee-directors of each Association.

10. Restrictions. Neither APV nor any Village Association shall amend or modify the Restrictions, Articles of Incorporation or By-laws of the Associations, or any similar or related document, as the same applies to property owned by Avatar, without Avatar's consent, such consent to be at Avatar's sole discretion.



11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.



12. Attorneys' Fees. In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the day and year first above written.


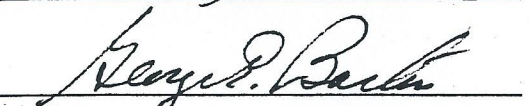
WITNESSES:

  
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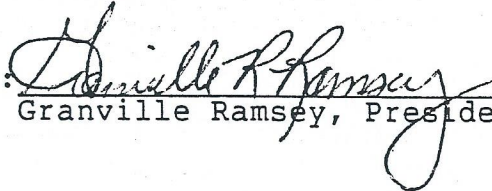
AVATAR PROPERTIES INC.

By:   
\_\_\_\_\_  
Dennis Getman,  
Senior Vice President


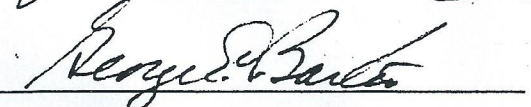
WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_


ASSOCIATION OF POINCIANA VILLAGES, INC.

By:   
\_\_\_\_\_  
Granville Ramsey, President


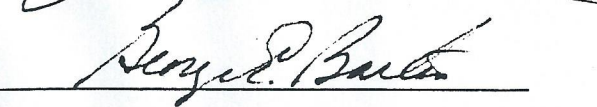
WITNESSES:

  
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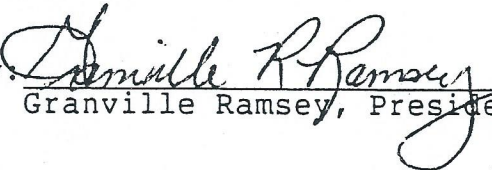
POINCIANA VILLAGE ONE ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Richard Ransbottom,  
President

WITNESSES:

  
\_\_\_\_\_  
  
\_\_\_\_\_

POINCIANA VILLAGE TWO ASSOCIATION, INC.

By:   
\_\_\_\_\_  
Granville Ramsey, President

WITNESSES:

[Signature]  
George D. Barton

POINCIANA VILLAGE THREE  
ASSOCIATION, INC.

By: [Signature]  
James Violand, President

WITNESSES:

[Signature]  
George D. Barton

POINCIANA VILLAGE FOUR  
ASSOCIATION, INC.

By: [Signature]  
Granville Ramsey, President

WITNESSES:

[Signature]  
George D. Barton

POINCIANA VILLAGE FIVE  
ASSOCIATION, INC.

By: [Signature]  
Granville Ramsey, President

WITNESSES:

[Signature]  
Mr Neale

POINCIANA VILLAGE SIX  
ASSOCIATION, INC.

By: [Signature]  
Theodore P. Dzwil,  
President

WITNESSES:

[Signature]  
George D. Barton

POINCIANA VILLAGE SEVEN  
ASSOCIATION, INC.

By: [Signature]  
Granville Ramsey, President

WITNESSES:

[Signature]  
George P. Barta

POINCIANA VILLAGE EIGHT  
ASSOCIATION, INC.

By: [Signature]  
Granville Ramsey, President

WITNESSES:

[Signature]  
George P. Barta

POINCIANA VILLAGE NINE  
ASSOCIATION, INC.

By: [Signature]  
Jeff Pashley, President

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by DENNIS GETMAN, as Senior Vice President of AVATAR PROPERTIES INC., a Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by GRANVILLE RAMSEY, President of ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not for profit corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by RICHARD RANSBOTTOM, President of POINCIANA VILLAGE ONE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ransbottom  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by GRANVILLE RAMSEY, President of POINCIANA VILLAGE TWO ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ransbottom  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by JAMES VIOLAND, President of POINCIANA VILLAGE THREE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ransbottom  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by GRANVILLE RAMSEY, President of POINCIANA VILLAGE FOUR ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ramsey  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 1985 by GRANVILLE RAMSEY, President of POINCIANA VILLAGE FIVE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ramsey  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

The foregoing instrument was acknowledged before me this      day of June, 1985 by THEODORE P. DZWILL, President of POINCIANA VILLAGE SIX ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Gladys B. Houghtaling  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 2, 1987  
Bonded Thru Key-Fair Insurance, Inc.

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this day of June, 1985 by GRANVILLE RAMSEY, President of POINCIANA VILLAGE SEVEN ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ruskell  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

fSTATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this day of June, 1985 by GRANVILLE RAMSEY, President of POINCIANA VILLAGE EIGHT ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ruskell  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
COUNTY OF OSCEOLA )

The foregoing instrument was acknowledged before me this day of June, 1985 by JEFF PASHLEY, President of POINCIANA VILLAGE NINE ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation.

Maria T. Ruskell  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES FEB. 13, 1986  
BONDED THRU GENERAL INS. UND.

CERTIFICATE

THE UNDERSIGNED, JAMES LUECKER does hereby certify that he is the duly elected, qualified, and acting Secretary of the ASSOCIATION OF POINCIANA VILLAGES, INC., a Florida not for profit corporation (the "Corporation"), and that at a special meeting of the trustee-directors of the Corporation, held on the 5th day of June, 1985, following proper notice, at which a quorum was present and voting, the resolution attached hereto as Exhibit A was duly adopted by the trustee-directors of the Corporation.

  
\_\_\_\_\_  
JAMES LUECKER, Secretary