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**AMENDED AND RESTATED
CLUB PLAN FOR
ANGELINE CLUB**

BEFORE ACCEPTING A DEED TO A LOT, EACH MEMBER HAS AN OBLIGATION TO READ THIS CLUB PLAN AND UNDERSTAND THE RIGHTS AND OBLIGATIONS OF EACH MEMBER UNDER THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A LOT, EACH MEMBER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT THE OPINION OF AN ATTORNEY SELECTED BY THE MEMBER (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION ABOUT THE VALIDITY AND ENFORCEABILITY OF THIS CLUB PLAN.

CLUB OWNER IS RELYING TO ITS DETRIMENT ON EACH MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE.

***NOTE TO RECORDER: THIS INSTRUMENT IS INTENDED TO AMEND, RESTATE, AND REPLACE IN ITS ENTIRETY THE CLUB PLAN RECORDED IN OFFICIAL RECORDS BOOK 10679, PAGE 1753 IN THE PUBLIC RECORDS OF PASCO COUNTY.**

TABLE OF CONTENTS

	Page
1. Definitions	2
2. Club Offering.....	7
3. Use and Development of the Club Property	10
4. Persons Entitled to Use the Club.....	14
5. Ownership and Control of the Club	17
6. Club Dues	17
7. Club Contributions	20
8. Annexation/Withdrawal by Club Owner	21
9. Personal Obligation for Club Dues	22
10. Operations	24
11. Ambiguities/Interpretation	24
12. Attorneys' Fees.....	24
13. Rights to Pay and Receive Reimbursement.....	24
14. General Restrictions	24
15. Suspensions and Violations	25
16. Damage; Destruction	27
17. Risk of Loss	27
18. Eminent Domain	27
19. Additional Indemnification of Club Owner	28
20. Estoppel.....	28
21. No Waiver	28
22. Venue	28
23. Amendment	28
24. Oral Representations.....	29
25. Severability	29
26. CPI	30
27. Notices	30
28. Florida Statutes.....	30
29. Headings.....	30
30. Resolution of Disputes.....	30

List of Exhibits:

Exhibit A	Legal Description of Club Property
Exhibit B	Legal Description of the Development
Exhibit C	Initial Club Facilities
Exhibit D	Basic Club Facilities
Exhibit E	Additional Club Facilities

AMENDED AND RESTATED CLUB PLAN FOR ANGELINE CLUB

THIS AMENDED AND RESTATED CLUB PLAN FOR ANGELINE CLUB (this "**Club Plan**") is made this 8th day of July, 2025, by ANGELINE CLUB, LLC, a Florida limited liability company (the "**Club Owner**"), joined by LEN-ANGELINE, LLC, a Florida limited liability company (the "**Declarant**"), and also joined by the Other Owners (as defined below).

PREAMBLE

This Club Plan is amending, restating and replacing in its entirety the Club Plan for Angeline Club recorded in Official Records Book 10679, Page 1753 of the Public Records of Pasco County (as amended and supplemented, the "**Original Club Plan**"). Pursuant to Section 24 of the Original Club Plan, Club Owner has the right to amend the Original Club Plan as it deems appropriate, without the joinder or consent of any person whatsoever. By this instrument, the Club Owner hereby desires to amend, restate and replace in its entirety the Original Club Plan.

RECITALS

A. Club Owner is the record title owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**").

B. The Club Property is located adjacent to or in close proximity of the real property described on **Exhibit B** attached hereto and made a part hereof (such real property being referred to herein as (the "**Development**"). The Development is located within a master planned community known as Angeline. Declarant and the Other Owners are collectively the record title owners of the Development.

C. All or portions of the real property comprising the Development are and shall be subject to the restrictions, covenants, terms, and conditions set forth in this Club Plan.

D. The Club Owner has or will be constructing Club Facilities on the Club Property and providing a license to use the Club Facilities to Owners and offering them to Members of the Public.

E. This Club Plan is a covenant running with all of the land comprising the Development, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Club Plan.

EACH RECORD TITLE OWNER OF ANY INTEREST IN THE DEVELOPMENT SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC. RECORDED AS INSTRUMENT #2022070059, IN OFFICIAL RECORDS BOOK 10579, PAGE 3630 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME (COLLECTIVELY, THE "**DECLARATION**"). EXCEPT WITH RESPECT TO THE PRIORITY OF THE LIEN FOR ASSESSMENTS IMPOSED BY THE ASSOCIATION, THE DECLARATION SHALL BE JUNIOR AND SUBORDINATE TO THIS CLUB PLAN.

EACH RECORD TITLE OWNER OF ANY INTEREST IN THE DEVELOPMENT ACKNOWLEDGES AND AGREES THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNERS' ASSOCIATION, A RECREATIONAL OR OTHER ASSOCIATION AND IS NOT GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT, CHAPTER 720, FLORIDA STATUTES (THE "**HOMEOWNERS ASSOCIATION ACT**"). FURTHER, EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT ACKNOWLEDGES AND AGREES THE CLUB DUES (AS DEFINED HEREIN) WHICH ARE SEPARATE FROM THE ASSESSMENTS (AS DEFINED HEREIN) AND SHALL NOT BE SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT. CLUB DUES ARE SECURED BY A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER PURSUANT TO THE TERMS OF THIS CLUB PLAN. IN THE

EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

1. Definitions. The following initially capitalized terms used in this Club Plan shall have the meanings specified below:

“Additional Club Facilities” shall have the meaning set forth in Section 3.5.

“Assessments” means, collectively, any and all assessments and charges levied by the Association in accordance with the Declaration. The term “Assessments” shall not refer to or include the Club Dues, and/or any other charges levied pursuant to this Club Plan. EACH RECORD TITLE OWNER OF ANY INTEREST IN THE DEVELOPMENT, BY ACCEPTANCE OF A DEED TO ANY LOT OR OTHER SUCH INTEREST, ACKNOWLEDGES AND AGREES THE CLUB DUES SHALL NOT BE SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT, ARE SEPARATE FROM THE ASSESSMENTS PAYABLE TO THE ASSOCIATION UNDER THE DECLARATION, AND ARE SECURED BY A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER PURSUANT TO THE TERMS OF THIS CLUB PLAN.

“Association” means ANGELINE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, the governing entity for the Development. The Association is the “Master Association” under the Declaration.

“Basic Club Facilities” shall mean the Club Facilities, as amended from time to time, described in **Exhibit D** attached hereto.

“Builder” means any person or entity in the business of constructing or developing Dwellings in the State of Florida that is constructing or intends to construct one or more Dwellings on Lots owned by the Builder or its affiliate. There shall be two classifications of a Builder: (i) a “Renting Builder” and (ii) a “Non-Renting Builder,” as defined below.

“Club” shall refer to “ANGELINE CLUB,” which is a for-profit enterprise granting its Members a license to use the Club Facilities owned and/or operated by the Club Owner, subject to the terms of this Club Plan and the Club Policies (as defined herein). Wherever the context so requires, the use the term “Club” may also refer to the Club Property.

“Club Dues” means the charges to be paid by a Member (as defined herein) pursuant to the provisions of this Club Plan, including without limitation Special Use Fees, Individual Purchase Charges, Initial Club Contribution and Resale Club Contribution. CLUB DUES ARE NOT, AND SHALL NOT BE INTERPRETED AS BEING, ASSESSMENTS LEVIED BY THE ASSOCIATION PURSUANT TO THE DECLARATION OR THE HOMEOWNERS ASSOCIATION ACT. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES CLUB DUES ARE NOT ASSESSMENTS SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT AND ARE SECURED BY A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER PURSUANT TO THE TERMS OF THIS CLUB PLAN.

“Club Facilities” means the facilities, improvements, and personal property located within the Club Property that Club Owner has constructed and/or made available to Members from time to time pursuant to this Club Plan and the Club Policies, including without limitation, the Metro Lagoon (as defined herein). Notwithstanding anything contained herein to the contrary, “Club Facilities” shall not include, and Members shall have no right to access, any portions of the Club Property identified as restricted commercial space or any portion of the Club Property that is leased or licensed to third parties or available to only certain Members (and not open to all Members). The Club Facilities are described in more detail in Section 3.2 of this Club Plan. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER’S SOLE DISCRETION. The Club Owner has the absolute right to add, delete, modify or discontinue any Club Facility at any time and from time to time. The Club Facilities shall specifically exclude those areas of the Club Property that are designated as inaccessible and/or unavailable to Members (as defined herein) pursuant to this Club Plan and/or the Club Policies. Certain portions of the Club Property marked or intended

for "employees only" or "staff only" and other areas of the Club Property intended for equipment, maintenance, storage and/or back of house functions shall not be available to Members. The Club Owner will endeavor to specifically identify (by signage, physical boundaries, floor plans or other graphic depictions or other means) the areas of the Club Property that are inaccessible and/or unavailable to Members, but such identification shall not be required. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THAT (i) NO PORTION OF THE CLUB FACILITIES SHALL BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA OF THE ASSOCIATION AND (II) THE CLUB FACILITIES ARE NOT COMMON PROPERTY (AS DEFINED IN THE DECLARATION) OR COMMON AREA (AS DEFINED IN THE HOMEOWNERS ASSOCIATION ACT) AND ARE NOT OWNED OR CONTROLLED BY THE ASSOCIATION.

"Club Manager" means the entity or person operating and managing the Club Property from time to time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole discretion.

"Club Owner" means the record title owner of the real property comprising the Club Property and any of its designees, successors, and assigns who receive a written assignment of some or all of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment, the assignee shall not be deemed the "Club Owner" but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. As of the Effective Date of this Club Plan, ANGELINE CLUB, LLC, a Florida limited liability company is the Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club Property).

"Club Plan" means this CLUB PLAN FOR ANGELINE CLUB, together with all exhibits, schedules, amendments, and modifications hereto.

"Club Policies" means collectively any and all rules, regulations, policies, materials, standards, registrations, use restrictions, and/or code of conduct (including any amendments thereto or modifications thereof) adopted by the Club Owner pertaining to use of Club Facilities and Recreational Components (as defined herein), and/or otherwise in connection with activities and conduct within the Club Property, including any restrictions governing Guest (as defined herein) privileges and use of the Club Facilities. The Club Policies, including without limitation any "Code of Conduct" applicable to the Club, may be posted at the Club Facilities and/or otherwise made available for viewing by Members or others using the Club Property. ANY CLUB POLICIES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. MEMBERS, PROSPECTIVE MEMBERS, HOUSEHOLD MEMBERS (AS DEFINED HEREIN), AND ALL OTHER USERS OF THE CLUB FACILITIES SHOULD CONTACT THE CLUB OWNER TO OBTAIN AND REVIEW THE CURRENT CLUB POLICIES IN EFFECT.

"Club Property" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof subject to modifications, alterations, additions and deletions made by Club Owner from time to time. Subject to Section 3.2.3, the Club Owner shall have the right to modify the Club Property and amend **Exhibit A** to reflect additions and deletions to the Club Property made by Club Owner. The Club Property may be comprised of one or more parcels of land that may not be contiguous, connected, or adjacent to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THAT (i) NO PORTION OF THE CLUB FACILITIES SHALL BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA OF THE ASSOCIATION AND (II) THE CLUB PROPERTY IS NOT COMMON PROPERTY OR COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION.

"Commencement Date" means the first day on which any portion of the Club Facilities is made available for access and use by Members, as determined by Club Owner in its discretion.

"CPI" shall have the meaning set forth in Section 26.

"Declaration" means the MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC., recorded in the Public Records, as amended, modified, restated, replaced, or supplemented, together with all exhibits thereto. EXCEPT WITH RESPECT TO LIEN PRIORITY FOR ASSESSMENTS LEVIED BY THE ASSOCIATION, THE DECLARATION SHALL BE JUNIOR AND SUBORDINATE TO THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DECLARATION AND THIS CLUB PLAN, THIS CLUB PLAN SHALL CONTROL.

"Designated Tenant" means a Tenant who is designated as the beneficial user of the Membership (if and as applicable). A Member may designate the Tenant of the Dwelling as the beneficial user of the Membership in accordance with Section 4.7 of this Club Plan, after which such Tenant shall be a "Designated Tenant" for so long as the Tenant is the beneficial user of the Membership. A Member and their Designated Tenant shall be jointly and severally liable for all Club Dues.

"Development" shall initially mean the real property described on **Exhibit B** attached hereto and made a part hereof, subject to additions and deletions thereto as permitted pursuant to the terms of the Declaration and this Club Plan. Except as otherwise expressly provided herein, the definition of "the Development" as used in this Club Plan shall be automatically amended to include any Lots (either now existing or created in the future) within land added to the real property described on **Exhibit B** of the Declaration as permitted pursuant to the terms of the Declaration. Further, this Club Plan may be amended from time to time pursuant to Section 8 of this Club Plan in order to subject additional real property to the restrictions, covenants, terms, and conditions set forth in this Club Plan. The Club Property is not a part of the Development and is not governed by the Association or subject to the Declaration.

"Dwelling" means a residential dwelling and the appurtenances thereto constructed on a Lot within the Development. The term "Dwelling" may not reflect the same division of property as reflected on a plat. A Dwelling shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; however, the subsequent loss of such certificate of occupancy (e. g. by casualty, demolition or remodeling) shall not affect the status of a Dwelling, or the obligation of the Member to pay Club Dues with respect to such Dwelling. The term "Dwelling" includes any interest in land, improvements or other property of appurtenant to the Dwelling. Where context requires with respect to a particular Member, the term "Dwelling" shall be synonymous with the term "Household" for such Member.

"Effective Date" means the date on which this Club Plan becomes effective which is the date it is recorded in the Public Records.

"Force Majeure Event" means any of the following occurrences experienced by Club Owner: state, federal or local law, rule, regulation, order or other action adopted or taken by a federal, state or local governmental authority adopted after the Effective Date that adversely affects the operation, maintenance or operation of the Club Property or Club Facilities; strikes, lockouts or other labor disputes or difficulties; shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation; fire, windstorm, hurricane, tornado, earthquake, natural disaster, flooding or other casualty; acts of God; civil disorder, rioting or other civil disturbance; quarantine or "shelter in place" orders imposed by an applicable governmental authority due to a pandemic or epidemic; war, acts of war or acts of terrorism; local, state or national emergency; accidents; adverse weather conditions of atypical severity, duration or frequency or a named storm.

"Guest" means any natural person who is permitted access to the Club Property at the invitation of a Member, Household Member or Designated Tenant, subject to the payment of any applicable Guest charges and completion of any additional documentation as may be required by Club Owner, and in compliance with this Club Plan and the Club Policies. "Guest of a Household" and similar phrases as used in this Club Plan or the Club Policies shall mean the Guest invited by a Member, such Member's other Household Member or the Member's Designated Tenant. Guests must be accompanied by a Household Member or Designated Tenant responsible for such Guest at all times while within the Club Property.

"Household" means the Dwelling in which a Member (or its Designated Tenant, if applicable) resides, and in which the Member (or Designated Tenant) lives as a "family unit" with the other Residents (if any).

"Household Members" shall have the meaning set forth in Section 4.3 hereof.

"Individual Purchase Charges" shall have the meaning set forth in Section 6.7 hereof.

"Initial Club Contribution" shall have the meaning set forth in Section 7.1 hereof.

"Initial Club Facilities" shall mean the Club Facilities described in **Exhibit C** attached hereto.

"Lot" shall mean each residential building site created by any recorded plat of the property within the Development or each residential condominium unit created pursuant to a recorded declaration of condominium for property within the Development and shall include any Dwelling constructed thereon.

"Member" means the natural person who qualifies as the "Member" for a Lot as determined in accordance with Section 4.2. Such person will be the "head of the Household" and primary contact for the Membership; provided, however, the term "Member" shall not include any Non-Renting Builder. (i.e. Non-Renting Builders are not Members, but Renting Builders are Members.) There shall be only one (1) Member per Lot. Membership shall be issued automatically as an appurtenance to the Member's Lot. Except for temporary delegations to a Member's Designated Tenant, a Membership passes with record title ownership of the Lot and is not assignable and/or transferable by any method other than the sale, transfer, or conveyance of record legal title to the Lot to which it is appurtenant. Any attempt to separate the Membership from the interest in the Lot upon which it is based shall be null and void. A natural person who is designated as the "Member" shall continue to be the Member for a Lot for so long as the Owner owns the Lot. When a Member leases a Dwelling, only the Designated Tenant shall be entitled to exercise the privileges of a Member with respect to such Dwelling; however, the Member and Designated Tenant shall be jointly and severally liable for all Club Dues. Members shall have physical access to and use of the Club Facilities in accordance with this Club Plan and the Club Policies. Club Owner may provide access to the Club Facilities to Members of the Public (as defined herein) upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion. Club Owner may establish qualification requirements, fees, and dues for both Members and Members of the Public to have access to and use of the Club Facilities. The Club Owner may establish classes or categories of Membership with additional rights, restrictions, terms, conditions or details, in which case the term "Member" shall include all such classes or categories unless specifically provided otherwise in this Club Plan or any amendments hereto.

"Members of the Public" means any natural person that is not a Member, Designated Tenant, Household Member, or Guest. Notwithstanding anything contained herein to the contrary, Club Owner shall have the right, in its sole discretion, to allow Members of the Public to use the Club Facilities and other portions of the Club Property in exchange for such fees as determined by Club Owner in its sole discretion. Club Owner reserves the right, in its sole discretion, to allow Members of the Public to use the Club Facilities and other portions of the Club Property as the Club Owner deems appropriate, conferring such rights and privileges, imposing such obligations, and prescribing such qualifications and requirements for such access and use as it deems appropriate for any such use by Members of the Public (if at all). If any Members of the Public are permitted to use the Club Facilities, the Club Owner will establish the use privileges and any additional rights and the obligations, fees and other charges to be paid by some or all Members of the Public in exchange for such use.

"Membership" means a revocable, non-exclusive license held by a Member which provides for physical access to and use of the Club Facilities in accordance with this Club Plan and the Club Policies. There shall be only one (1) Membership per Lot and such Member shall be one (1) natural person. Either (i) the record title owner of a Dwelling, (ii) the Designated Tenant of such Dwelling (subject to the terms and conditions set forth herein and the Club Plan), or (iii) the natural person designated as the Member for a Dwelling owned by a legal entity as provided herein, may access and use the Club Facilities pursuant to a Membership, and all other users of the Club Facilities shall be deemed either Household Members, Guests,

or Members of the Public. All rights and privileges of a Member shall be subject to the terms and conditions set forth in this Club Plan and the Club Policies. The privileges and conditions of Membership are described in more detail in Section 2.7 of this Club Plan. No Membership grants a Member any equity interest or voting rights in the Club Owner or any ownership interest in the Club Facilities or Club Property.

“Membership Agreement” mean the agreement which must be completed, signed and delivered to the Club Owner by each Member prior to the Member being authorized to enter and use the Club Facilities. The Membership Agreement need not be recorded in the Public Records in order to be effective.

“Metro Lagoon” means the portion of the Club Property that is consistently submerged in or under water, which shall be owned and operated by the Club Owner.

“Mortgage” means and refers to a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to a Lot and/or Dwelling. **“First Mortgage”** means any recorded Mortgage with first priority or seniority over other Mortgages encumbering a particular Lot and/or Dwelling.

“Mortgagee” means and refers to means any of the following that owns, holds, guarantees, insures or services a First Mortgage encumbering a Lot and/or Dwelling or Club Property: (.1) federal or state commercial bank, federal or state savings bank, federal or state savings and loan association, federal or state trust company, life insurance company, property or casualty insurance company, agency of the United States government, mortgage banker, pension plan, REMIC trust, credit union, broker dealer, investment banking firm, or commercial brokerage firm; or (.2) any private investment fund, private equity or venture capital fund, hedge fund, common trust fund, joint venture, general or limited partnership, limited liability company, real estate investment trust or an open-end (including any mutual fund) or closed-end investment company or unit investment trust, whether registered under the Investment Company Act of 1940 or unregistered; or (.3) any and all investing or lending institutions that has lent money to an Owner in order to enable such Owner to acquire or construct Improvements upon any portion of the Property; or (.4) any pension or profit sharing funds qualified under the Internal Revenue Code; or (.5) other financial institution or similar entity making loans in the United States and recognized as an institutional lender; or (.6) any secondary mortgage market institution, including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; or (.7) Declarant or a Builder; or (.8) any affiliate, subsidiary, successor, or assignee of any of the foregoing, making, owning, holding, serving as a trustee or servicer, insuring, or guaranteeing a First Mortgage on a Lot and/or Dwelling or a collateral assignment of a First Mortgage on a Lot and/or Dwelling.

“Non-Renting Builder” means any Person who qualifies as a “Builder” as defined herein and is actively engaging in the sale or re-sale of Dwelling(s) to the public for occupancy by the Owner rather than for rental to tenants. A Non-Renting Builder shall not be considered a “Member” under this Club Plan with respect to the Lot(s) with Dwellings offered and marketed for sale to the public. For the avoidance of doubt, if a Non-Renting Builder becomes a Renting Builder, it shall then be considered a “Member” under this Club Plan and be subject to and responsible for Club Dues. Any purchaser who acquires a Dwelling from a Builder shall be a “Member” under this Club Plan.”

“Other Owners” means and refers to each Person that executes a Joinder to this Club Plan thereby agreeing to subject their respective real property within the Development to the provisions of this Club Plan. As of the Effective Date, there are no “Other Owners.”

“Owner” means the record title holder, whether one or more persons or entities, of fee simple title to each Lot within the Development. The term “Owner” shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot pursuant to foreclosure proceedings or a deed in lieu of foreclosure. All Owners of a single Lot shall be treated for all purposes as a single owner regardless of whether such ownership is as a joint tenancy, tenancy in common or tenancy by the entireties.

“Permitted Closure” shall have the meaning set forth in Section 3.2.2 hereof.

“Person” means a natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

“Public Records” means the Public Records of Pasco County, Florida.

“Recreational Components” shall have the meaning set forth in Section 3.3 hereof.

“Renting Builder” means any Person who qualifies as a “Builder” as defined in the Declaration, but is actively engaging in a rental program for Dwellings in the Development and/or leasing Dwelling(s) in exchange for rental payments. Subject to Section 4.7 below, a Renting Builder shall be the Member for the leased Dwelling but is entitled to designate the Tenant of the Dwelling as the beneficial user of the Membership and Designated Tenant.

“Resale Club Contribution” shall have the meaning set forth in Section 7.2 hereof.

“Residents” means, collectively, all individual natural persons who reside together in a single Household and have the Household as their legal residence or have proof of residency in such Household. The Club Owner intends to require proof of residency and registration requirements for any Residents which the Member seeks to designate as “Household Members.” Notwithstanding anything to the contrary contained herein, the Club Owner shall have the right to approve certain circumstances and determine, in the Club Owner’s sole discretion, whether certain individuals shall qualify as “Residents” for purposes of this Club Plan. Any such decision by the Club Owner shall be binding and shall not be subject to challenge.

“Special Use Fees” shall have the meaning set forth in Section 6.6 hereof.

“Tenant” shall mean a natural person who occupies a Dwelling located on a Lot pursuant to a bona fide lease for a fair market rental.

2. **Club Offering.** Each Member, by acceptance of title to a Lot, ratifies and confirms this Club Plan and agrees as follows:

2.1 **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with the land constituting the Development and shall be binding on each Member and such Member’s successors in title and assigns. Every Lot shall be burdened with the obligation to pay Club Dues. Every Member, by acceptance of a deed to any Lot, shall automatically assume and agree to pay all Club Dues owing in connection with such Lot. Subject to the Club Owner’s right to amend this Club Plan, the covenants, conditions, and restrictions of this Club Plan shall run with and bind the Development and shall inure to the benefit of and be enforceable by the Club Owner, its successors in title and permitted assigns, for a term of twenty-five (25) years from the Effective Date of this Club Plan, after which time the covenants, conditions, and restrictions contained in this Club Plan shall be automatically extended for successive periods of ten (10) years unless terminated by Club Owner.

2.2 **Nature of Club.** The Club is intended to be a profit-making enterprise owned, operated and controlled by Club Owner. The Club is not a homeowners association or property owners association, nor do the Members have any right to own, control, manage or operate the Club, Club Property or Club Facilities. The Club Owner shall be entitled to charge and collect Club Dues as provided in this Club Plan. Members will not be subject to liability for special, capital or operating assessments for the costs and expenses of construction, maintenance, ownership or operation of the Club, Club Property or Club Facilities. Club Owner will pay all operating deficits incurred in the operation of the Club Facilities and will retain all income and revenues resulting from ownership or operation of the Club Facilities.

2.3 **Value.** All Members and Club Owner agree the provisions and enforceability of this Club Plan are mutually beneficial. Each Member acknowledges that the Club Owner is initially investing substantial sums of money and time in constructing the Club Facilities and developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner.

Each Member agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if generated, affect the enforceability of this Club Plan.

2.4 Product Purchased. There were significant other housing opportunities available to each Member in the general location of the Development. The Lot together with the rights to utilize the Club Facilities were material in each Member's decision to purchase a Lot and were, for the purposes of this Club Plan, a "single product." Each Member acknowledges and agrees the Club Property is not Common Area or Common Property owned or controlled by the Association. Full disclosure of the nature of the Club and obligations associated therewith was made to each Member prior to or upon the Member executing a contract to purchase a Lot and each Member has, or was afforded the opportunity to, consult with an attorney. Membership in the Club is not an investment in the Club, the Club Facilities, the Club Owner or the Club Manager, and does not provide the Member with an equity or ownership interest or any other property interest in the Club, the Club Facilities, the Club Owner, or the Club Manager. Membership in the Club allows the Member to use the Club Facilities as provided herein, but does not grant to the Member a vested or prescriptive right or easement to use the Club Facilities. Members do not have any interest in the income of the Club, the Club Manager, or the Club Owner and do not have the right to receive any of the Club's, Club Manager's, or Club Owner's assets if the Club is dissolved. A Member only obtains a non-exclusive revocable license to use the Club Facilities in accordance with the terms of this Club Plan and the Club Policies.

BY ACCEPTANCE OF A DEED TO A LOT, EACH MEMBER AGREES AND ACKNOWLEDGES THE CLUB OPERATIONS AND CLUB PROPERTY ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER. AS SUCH, THE CLUB PROPERTY IS A COMMERCIAL PARCEL AND THE CLUB OPERATIONS ARE COMMERCIAL USES. CHAPTER 720, FLORIDA STATUTES, DOES NOT APPLY TO THE CLUB OPERATIONS, THE CLUB OWNER, OR THE CLUB PROPERTY, EXCEPT ONLY WITH RESPECT TO THE FINANCIAL DISCLOSURE REQUIREMENTS EXPRESSLY STATED IN SECTION 720.3086, FLORIDA STATUTES (2024). THE CLUB PROPERTY IS NOT WITHIN THE DEVELOPMENT OR SUBJECT TO THE DECLARATION. NOR IS THE CLUB OWNER A MEMBER OF THE ASSOCIATION.

2.5 Disclaimers Regarding Club Property. Each Member, on his or her own behalf and on behalf of each Household Member, Guest, or Designated Tenant, is hereby deemed to acknowledge and agree to use due care in and around the Club Property as well as in participating in any activities in and around the Club Property, and accept the following inherent risks associated with the Club Property, including without limitation, the Club Facilities:

2.5.1 maintenance of the Club Facilities may begin early in the morning and extend late into the evening. Such maintenance may require use of chemicals and may produce adverse effects such as additional noise generated from the various equipment used for such maintenance;

2.5.2 private events, parties, and other celebrations may be held at the Club Property which could produce additional visual, auditory, other disturbances from traffic, entertainment, bands or amplified music, installations, and use of party tents, and other related activities;

2.5.3 portions of the Club Facilities may not be available for use by Members on a temporary basis because of private events, parties, festivals and other celebrations;

2.5.4 Members may experience a loss of privacy resulting from proximity of Dwellings to the Club Property and use of the Club Facilities by Members and non-Members, including Members of the Public; and

2.5.5 injuries or drowning may result from intentional or unintentional use or contact with the Club Property including, without limitation, injury resulting from tripping or falling over obstacles, swimming, diving or collision with other swimmers and loss of life or property could occur.

NONE OF THE DECLARANT, ANY BUILDER, THE CLUB OWNER, OR THE ASSOCIATION, OR ANY AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, MANAGERS, AFFILIATES, REPRESENTATIVES, RECEIVERS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AND ASSIGNS OF ANY SUCH PARTIES SHALL IN ANY WAY WHATSOEVER BE RESPONSIBLE FOR ANY CLAIMS, DAMAGES, LOSSES, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE CLUB FACILITIES BY MEMBERS, TENANTS, HOUSEHOLD MEMBERS, GUESTS, MEMBERS OF THE PUBLIC, OR ANY OTHER PERSON.

THERE ARE INHERENT RISKS ASSOCIATED WITH RECREATIONAL USE OF THE CLUB FACILITIES, SWIMMING, AND PARTICIPATION IN WATER-RELATED AND OTHER RECREATIONAL ACTIVITIES. BECAUSE OF THESE RISKS AND HAZARDS, SERIOUS ACCIDENTS CAN OCCUR, INCLUDING BUT NOT LIMITED TO FALLING, PHYSICAL CONTACT WITH ANOTHER PERSON OR EQUIPMENT, ENCOUNTERING WILDLIFE, HITTING THE POOL BOTTOM, BAD WEATHER, SUN EXPOSURE, AND COMPLICATIONS OF ANY EXISTING OR DEVELOPING MEDICAL CONDITIONS. ALL OF THESE AND OTHERS NOT LISTED HERE, MAY RESULT IN INJURIES SEVERE ENOUGH TO REQUIRE SERIOUS MEDICAL CARE, SHORT OR LONG-TERM DISABILITY, DISMEMBERMENT OR EVEN DEATH. EACH MEMBER AND HIS OR HER HOUSEHOLD MEMBERS, TENANTS, GUESTS, OR ANY OTHER USERS OF THE CLUB PROPERTY ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND HIS OR HER HOUSEHOLD MEMBERS, TENANTS, AND GUESTS OR ANY OTHER USER OF THE CLUB PROPERTY SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

2.6 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club Property or in the Club Owner in favor of the Association or Members but, rather, grant Members a non-exclusive revocable license to use the Club Facilities subject to full compliance with all obligations imposed by this Club Plan and the Club Policies. MEMBERSHIPS IN THE CLUB ARE OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS OBTAINING MEMBERSHIP PRIVILEGES IN THE CLUB TO USE THE CLUB FACILITIES AND OTHER RECREATIONAL COMPONENTS OF THE CLUB, AS APPLICABLE. MEMBERS OBTAIN **A NON-EXCLUSIVE REVOCABLE LICENSE** TO USE THE CLUB FACILITIES IN ACCORDANCE WITH THIS CLUB PLAN AND THE CLUB POLICIES. MEMBERSHIP PRIVILEGES SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT, AND NO PERSON OBTAINING MEMBERSHIP PRIVILEGES AT THE CLUB SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP IN THE CLUB. THIS CLUB PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY.

2.7 Member Privileges. Each Member and such Member's Household Members or Designated Tenant shall receive (i) a non-exclusive revocable license to access and use the Club Facilities, (ii) the right to use certain Recreational Components, subject to Special Use Fees as determined by Club Owner and additional fees and charges as set forth herein, (iii) twenty-five (25) Guest day-passes per each calendar year (a total of 25 Guest day-passes per Household) which passes cannot be sold, traded, bartered, or rolled over to the next calendar year if the Guest day-passes are not used within the applicable calendar year, (iv) the opportunity to participate in certain special events, programs, lessons, classes and activities, subject to Special Use Fees (and subject to any discount or promotional programs as may be established by Club Owner in its discretion), and (v) the opportunity to purchase food, beverages, goods and services, if offered by the Club Owner, subject to payment of Individual Purchase Charges. Members (and such Member's Household Members, Designated Tenant, and their Guests) have access to the Club Facilities, subject to payment of Club Dues, Special Use Fees, and other charges established by the Club Owner for services, including but not limited to, use of rental equipment, participation in activities and any other fees established by the Club Owner and Individual Purchase Charges for food, beverages, goods and services established by the Club Owner. All such rights and privileges of a Member (and such Member's Household Members, Designated Tenant, and their Guests) are subject to the provisions, terms, and conditions set forth in this Club Plan and the Club Policies. Notwithstanding anything contained herein to the contrary, no Member (or such Member's Household Members, Designated Tenant, or their Guests) may access the Club Property or use the Club Facilities until Club Owner has received such Member's signed Membership

Agreement and proof of residency and other registration requirements established by Club Owner. Further, any oral statements, assurances or representations made by Club Owner, Club Manager and their authorized employees to any Member, Household Member, Designated Tenant, or Guest not made in writing or included in this Club Plan shall not be binding on the Club Owner, and this Club Plan shall govern. Upon providing the Membership Agreement, proof of residency and all other required registration information to the Club Owner, the Member (and such Member's Household Members or Designated Tenant) shall be provided with access to the Club Property and use of the Club Facilities. Any Guest must be accompanied by a Member, Household Member, or Designated Tenant. Failure to provide the Membership Agreement, proof of residency and required registration information to the Club Owner shall not abate or reduce the amount of Club Dues due to Club Owner pursuant to this Club Plan.

2.8 Subordination of Membership Interest. The membership rights for any and all Members pursuant to this Club Plan and the Club Policies are subordinate to the mortgage lien of any financing obtained by the Club Owner and each Member acknowledges and agrees by acceptance of its membership that such Member's Membership privileges may be terminated in the event that the lender extending the financing to the Club Owner forecloses its Mortgage lien pursuant to said lender's loan documents. Further, a Member may not pledge or hypothecate his or her Membership.

3. Use and Development of the Club Property.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property at any time by amendment to this Club Plan; provided, however, that the Club Owner shall be obligated to provide Basic Club Facilities as set forth in Section 3.2. Upon such removal by the Club Owner of portions of the Club Property, the Club Owner shall have the right to sell, rent, lease, or otherwise transfer interests in such removed Club Property, including without limitation the Club Facilities, to other Persons, as determined by Club Owner free and clear of this Club Plan and on such terms and conditions as are determined by Club Owner.

3.2 Club Facilities.

3.2.1 Generally. Members are hereby granted a non-exclusive license to use certain facilities and improvements within the Club Property, as are actually constructed and made available for use by the Members (the "**Club Facilities**"). Initially, the Club Facilities will consist for the facilities and amenities described in **Exhibit C ("Initial Club Facilities")**. The Club Facilities will be and shall remain the property of Club Owner, subject only to the provisions herein, including without limitation, the Club Owner's paramount right to unilaterally, and without the joinder or consent of any party whomsoever, add to, remove from, alter, and modify the Club Facilities at any time subject to the provisions hereof. Not all areas within the Club Property are included within the Club Facilities, nor made available to Members, as of the Effective Date of this Club Plan. The Club Owner shall have the right to delete or remove Club Facilities, subject to Section 3.2.3. below. The Club Owner may, in its sole discretion, construct Additional Club Facilities and add them to the Club Facilities; provided, however, the Club Owner has not committed to any Additional Club Facilities, and there is no assurance that any Additional Club Facilities will be provided at the Club. If constructed, the Club Owner may, in its discretion, increase the Club Dues charged to Members. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DESCRIPTION OF "CLUB FACILITIES" AS SET FORTH IN THIS CLUB PLAN IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE CLUB OWNER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN CLUB OWNER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE CLUB FACILITIES THAT WILL BE A PART OF THE CLUB.

3.2.2 Operations. Subject to Permitted Closures (as hereinafter defined), Club Owner agrees to operate the Basic Club Facilities not less than six (6) days per week for a minimum of four (4) hours daily. Club Owner shall have the right to temporarily close the Club Facilities or portions thereof for

any of the following reasons without violating the Club Plan ("**Permitted Closures**"): (i) for purposes of performing maintenance, repairs, replacement, cleaning, inspection, decorating or capital improvements; (ii) for purposes of remodeling, refurbishment, expansion or construction, but not more frequently than one (1) occasion in any twelve (12) month period, not to exceed fourteen (14) days after not less than ten (10) days prior written notice to the Members; (iii) following a casualty which results in damage to or destruction of the Club Facilities or prevents access to the Club Facilities, subject to Section 16 below; (iv) because of a Force Majeure Event; (v) for national and state holidays; (vi) for vacations not to exceed four (4) consecutive days or twelve (12) days in the aggregate in any twelve (12) month period after not less than ten (10) days prior written notice to the Members; (vii) during the period of November 1 through February 28, the number of days of the operation of the Club may be reduced to two (2) days per week with not less than ten (10) days prior written notice to the Members of the operation schedule during this time period; (viii) as a result of any weather or environmental condition not caused or allowed by Club Owner, its employees, agents or contractors which prevents the Club Owner from legally or safely operating the Club Facilities, including but not limited to the following weather-related closures: inclement weather (i.e., cooler temperatures, lightning, thunder, excessive rain, or other severe weather that affects operation and use of the Club Facilities); (ix) after a condemnation, subject to Section 17 below; (x) when all or the majority of the Club Facilities have been reserved, booked or used for a private event or special event; or (xi) any other cessation to the extent expressly permitted under the Club Plan.

3.2.3 Changes; Removal. The Club Owner shall have the right to delete or remove Club Facilities, provided that it continues to operate the Basic Club Facilities on the schedule described in Section 3.2.2. If Club Owner (i) fails to operate Basic Club Facilities for more than 45 consecutive days in any 12 month period, other than for Permitted Closures (referred to herein as "Closure of Basic Club Facilities"), or (ii) reduces the Basic Club Facilities without substituting or replacing Basic Club Facilities with suitable facilities or amenities as determined by Club Owner in its reasonable judgment (referred to herein as "Reduction of Basic Club Facilities without Replacement Facilities"), then the Club Owner shall adjust the Club Dues payable by Members in a manner reasonably commensurate with such Closure of Basic Club Facilities or Reduction of Basic Club Facilities without Replacement Facilities, as reasonably determined by Club Owner and in accordance with this Section.

3.3 Recreational Components. Certain recreational components or facilities may be available to Members, subject to Special Use Fees and additional charges as set forth herein. Such "**Recreational Components**" may include, without limitation, the following (if and as applicable): water slide(s), any recreational obstacle course, kayaks/paddle boards available for rent, and certain facilities such as cabanas, tiki-huts, premium chairs, umbrellas, sports courts or other facilities that may be available for rental and/or use, and lessons, classes or sessions, all subject to additional fees and charges established by the Club Owner in its sole discretion. Although the Recreational Components may be located within or adjacent to the Club Facilities, the Recreational Components are not "Club Facilities." The Club Owner has no obligation to provide Recreational Components.

3.4 Construction and Use of the Club Facilities. Club Owner will improve the Club Property with the Club Facilities, including without limitation the Metro Lagoon, at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities, including without limitation the Metro Lagoon. Club Owner shall have the unequivocal right to (and Club Owner may in its discretion authorize Declarant and/or any other designees or assigns to have the unequivocal right to):

3.4.1 develop, construct and reconstruct, in whole or in part, the Club Facilities and related improvements, and make any additions, alterations, improvements, deletions or changes thereto;

3.4.2 without the payment of rent and without payment for utilities, maintain leasing and/or sales offices (for sales and re-sales of Lots), management offices, general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Lots or any lands or improvements within the Development;

3.4.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures on the Club Property for sales, management, construction, storage, or other purposes;

3.4.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club Facilities or any improvements located within the Development;

3.4.5 post, display, inscribe or affix to the exterior of the Club Property and Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of the Development or property owned by Declarant, Club Owner and/or affiliates or designees of Club Owner or Declarant, including, without limitation, the sale of Lots;

3.4.6 conduct whatever commercial activities within the Club Property deemed necessary, convenient, profitable and/or appropriate by Club Owner;

3.4.7 develop, operate and maintain the Club Facilities and Club Property as deemed necessary or convenient, in its sole discretion; and

3.4.8 conduct all activities that, in the sole opinion of Club Owner, are necessary or convenient for the development and operation of the Club Facilities and Club Property.

3.5 Additional Club Facilities. The Club Owner shall have the right but not the obligation to expand the Club Property and Club Facilities from time to time to include those amenities, facilities and other improvements described in Exhibit E attached hereto and/or such other amenities, facilities and other improvements as determined by the Club Owner in its sole discretion (collectively, "**Additional Club Facilities**"). If, as and when Additional Club Facilities, if any, are added, the Club Owner will record an amendment to the Club Plan in the Public Records to include the additional real property as Club Property and such amenities and facilities in the Additional Club Facilities as Club Facilities. The Additional Club Facilities, if any, will be developed by the Club Owner at its sole cost and will not be owned or controlled by the Association or Members of the Club. No portion of Additional Club Facilities shall be included in the term "Club Property" or "Club Facilities" unless and until such Additional Club Facilities are added by amendment to the Club Plan.

Notwithstanding anything contained herein to the contrary and subject to the provisions of the Club Plan, as Additional Club Facilities are added to the Club Plan, the Club Dues assessed to each Member may increase.

3.6 Changes. Subject to Section 3.2 above, Club Owner reserves the right in Club Owner's sole discretion to, from time to time, alter or change the Club Facilities and/or Club Property, including construction of Additional Club Facilities and/or the removal or modification thereof, at any time. CLUB PROPERTY AND CLUB FACILITIES MAY BE EXPANDED, ADDED TO, REDUCED OR ELIMINATED WITHOUT THE CONSENT OF THE MEMBERS, OWNERS, OTHER OWNERS OR THE ASSOCIATION.

3.7 Commercial Space. It is possible that portions of the Club Property may include a sales office, management office, retail space, and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole discretion. Club Owner may grant leases, franchises, licenses, or concessions to commercial concerns on all or part of the Club Property, and Club Owner shall be entitled to all income derived therefrom. Club Owner shall have no duty to account for any rents, fees, or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees, and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Members.

3.8 Limitations Upon Use of Club Facilities. Without limiting any other rights of Club Owner or any other provision of this Club Plan, Club Owner shall have the following rights with respect to the Club Facilities:

3.8.1 To allow Members of the Public use of the Club Facilities on such terms as conditions as may be established by the Club Owner in its sole discretion;

3.8.2 To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, bar, café, snack bar, cabana, equipment rental, or other facility (if any and as applicable) on the Club Property;

3.8.3 To charge any admission, use, or other fee for use of any Club Facilities by Guests and/or Members of the Public as the Club Owner may deem appropriate;

3.8.4 To suspend a Member's right to use Club Facilities and/or Recreational Components as provided herein;

3.8.5 To dedicate or transfer ownership or control of all or any part of the Club Property to a community development district, service district, governmental agency, public authority, or utility, or to the Association (as applicable);

3.8.6 To grant easements over, across, or through the Club Property;

3.8.7 To permit Persons who are not Members to use the Club Facilities, including the right of Club Owner to hold special events at the Club Property, and to allow Members of the Public to attend events and otherwise participate in activities at the Club Property;

3.8.8 To borrow money as may be necessary to exercise any of the Club Owner's powers, including without limitation, improvement, renovation, refurbishment, expansion or removal of the Club Property, and mortgage the Club Property, grant a security interest in the Club Facilities and/or Club Dues or take other actions necessary to secure the repayment of such money;

3.8.9 To take such steps as are reasonably necessary to protect the Club Facilities;

3.8.10 To close or restrict access to all or any portion of the Club Facilities for limited periods of time for Permitted Closures or to conduct maintenance, repairs or improvements, to comply with any health, safety or emergency regulations, guidelines or recommendations, and/or to conduct special events, festivals, parties or celebrations, including without limitation those intended primarily to benefit the selling of Lots in the Development. The Club Owner will not reduce or suspend Club Dues during the time when the Club Facilities are temporarily not available, in whole or in part;

3.8.11 To regulate parking and traffic at the Club Property and designate or modify all parking areas, including, without limitation, the right to charge Special Use Fees for certain designated parking at the Club Property, as determined by Club Owner in its sole discretion;

3.8.12 To execute all documents and take such actions and do such acts affecting the Club Facilities, which, in Club Owner's sole discretion, are desirable or necessary to facilitate development, construction, sales, and marketing of any property owned by the Club Owner and/or its affiliates or designees or of any portion of the Development; and

3.8.13 To take all other actions with respect to operation, management, maintenance, repair, replacement, improvement and control of the Club Facilities deemed necessary or convenient by the Club Owner in its sole discretion.

3.9 Subordination. This Club Plan and the rights of Members are and shall be subject and subordinate to: (i) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, restatements, modifications, and extensions thereof, now or hereafter placed on the Club Property by Club Owner or its affiliates or designees; and (ii) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities excluding the Declaration. Except with respect to the priority of Assessments, the Declaration is subordinate to this Club Plan. This provision shall be self-operative.

3.10 Closures; Force Majeure. The obligation to pay Club Dues is not dependent on the availability of all the Club Facilities or the frequency of use. Permitted Closures, as defined in Section 3.2.2, such as weather conditions, seasons, repair, maintenance, replacement, cleaning, or other use of the Club Facilities and/or other occurrences may make it necessary or desirable for the Club Owner to change hours of use or restrict the use of the Club Facilities or to close or restrict certain Club Facilities temporarily. Subject to Section 3.2.2 above, the Club Owner shall have the right to change hours of use or restrict the use of the Club Facilities or to close or restrict certain Club Facilities temporarily, for reasons determined by Club Owner including, without limitation, maintenance of Club Facilities, special events, or other circumstances. As provided in Section 3.2.3 or elsewhere in this Club Plan or as determined by Club Owner in its sole discretion, the Club Owner will not be obligated to reduce, abate or suspend Club Dues during certain periods when the Club Facilities, in whole or in part, are not available. Further, if the use and/or operation of any of the Club Facilities is prevented in whole or in part by any Force Majeure Event or by any other cause not reasonably within the control of the Club Owner and/or Club Manager, whether or not specifically mentioned herein, the Club Owner and Club Manager shall be excused, discharged, and released from performance of any obligation under this Club Plan without liability of any kind. In any such event, the Club Owner and/or Club Manager may temporarily close or restrict access to all or any portion of the Club Facilities as may be reasonably necessary, as determined by Club Owner and/or Club Manager in their sole discretion.

3.11 Interference with Club. No Member or Member's Tenant, or any Household Members, Guest, or any other Person, shall interfere with the development, operation, use, marketing, or sale of the Club Facilities, Club Property, or any lands or improvements therein owned by Club Owner or Club Manager. WITHOUT LIMITING THE FOREGOING, EACH MEMBER, BY ACCEPTANCE OF A DEED TO A LOT, AGREES THAT ACTIONS OF OWNERS WITH RESPECT TO THE CLUB MAY IMPACT THE VALUE OF LOTS; THEREFORE, EACH OWNER OF A LOT IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS ON OR ABOUT THE CLUB PROPERTY IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE CLUB AND LOTS.

3.12 Promotions and Events. Club Owner and its designees shall have the right, at any time, to hold promotional and other special events at the Club Facilities. Club Owner shall have the right, at any time, to allow Builders to hold promotional and other special events at the Club Facilities. Club Owner shall also have the right to designate Persons to use the Club Facilities for any purpose and upon such terms and conditions as are established from time to time by Club Owner. The Persons designated to use the Club Facilities may include, without limitation, prospective Members, prospective purchasers of Lots or Dwellings, or other Persons involved in special events held at the Club Facilities and/or employees of Club Owner or Club Manager. Any such Persons designated by Club Owner as authorized to access and/or utilize the Club Facilities are subject only to approval by Club Owner. Without limiting the foregoing, Club Owner reserves the right, in its sole discretion, to restrict or otherwise reserve in advance the Club Facilities or any portion thereof for maintenance, group outings, promotional activities, marketing events, festivals and other special events from time to time.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member shall have a non-exclusive license for such rights and privileges as are granted from time to time by Club Owner and set forth in this Club Plan and the Club Policies.

4.2 Members. All Memberships will be issued in the name of one natural person, and there shall be only one (1) Member per Household. Members shall have no right to access the restricted commercial spaces in the Club Property, or any portion of the Club Property that is leased or licensed to third parties or certain Members (and not open to all Members), except as and when permitted by Club Owner. The Person who will serve as the "Member" for a Lot will be determined as follows:

4.2.1 Single Owner. If a Lot is owned by one (1) natural person, then the Owner shall be the "Member" (and such person shall be the "head of Household" and primary contact for such Membership) with respect to such Lot.

4.2.2 Multiple Owners. If a Lot is owned by more than one (1) Person, then the Owners collectively shall designate in writing one (1) natural person among them who will be the "Member" (and such person shall be the "head of Household" and primary contact for such Membership) with respect to such Lot. One additional natural person who is an Owner of the Lot can be a "Household Member."

4.2.3 Ownership by Legal Entity. If a Lot is owned by a corporation, limited liability company, partnership, trust, or other legal entity, then a duly authorized Person for such legal entity shall designate in writing one (1) natural person who will be the Member with respect to such Lot, and such natural person must (i) be a shareholder, partner, member, manager, director, officer or owner of such legal entity, or a trustee or designated beneficiary of the trust, and (ii) occupy the Dwelling as such natural person's residence. One additional natural person who has an ownership interest in the legal entity or trust that owns the Lot can be a "Household Member."

4.2.4 Transfer of Membership. A Member's right to use the Club Facilities and access the Club Property under this Club Plan terminates with the sale, transfer or conveyance of a Lot. Upon sale, transfer or conveyance of ownership of a Lot, the transferor shall be deemed to have assigned and transferred the Membership with the Lot. All privileges of the selling Member under this Club Plan shall terminate upon closing on the sale, transfer or conveyance of the Lot.

4.2.5 Legal Separation or Divorce. In the event a Member is legally separated or divorced, the Membership in the Club shall vest in the spouse awarded the Dwelling and the spouse awarded the Dwelling shall become the "Member" hereunder. The divorced or legally separated persons must give written notice to the Club Owner designating the person who is entitled to continue with the privileges of Membership immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club Owner, each spouse shall be jointly and severally responsible for the payment of all Club Dues, fees, and charges associated with such Membership. The legally separated spouse or former spouse, as the case may be, who does not continue with the Membership shall no longer have any use privileges as a Member at the Club. In the event "Household Members" of a particular Member's Household include unmarried children under the age of 25 who reside part time in a residence other than the Member's Household (e.g. in the event of a divorce or separation), then up to four (4) such unmarried children shall be included in the definition of "Household Members" as used herein (together with up to four (4) unmarried children under the age of 25 who are "Household Members") for an additional cost of \$60.00 per year per person, as adjusted by CPI (payable to the Club Owner), so long as such Member otherwise holds itself out as a family unit with such unmarried children under the age of 25. Neither the Club Owner nor Club Manager will be involved in any dispute, and each the Club Owner and Club Manager reserve the right to suspend all membership privileges in the event of disagreement over which spouse retains the Membership privileges.

4.3 Household Members. The Persons satisfying the following definition of "Household Members" shall be permitted to use the Club Facilities on the terms and conditions set forth in this Club Plan. "Household Members" means (i) the "Member"; (ii) one (1) other natural person who is named as a grantee in the deed to a Lot or otherwise has title to a Lot (to the extent that two or more persons are grantees in the deed or otherwise have title to a Lot) but who is not the "Member" hereunder ("Additional Owner"); and (iii) a maximum of four (4) unmarried children of the Member or Additional Owner who are under the age of 25 and who are Residents of the Household. In the event more than four (4) unmarried children of the Member or Additional Owner are under the age of 25 and are Residents of the Household,

such additional unmarried children under the age of 25 may be added to the Membership as "Household Members" for an additional cost of \$60.00 per year per person, as adjusted by CPI (payable to the Club Owner). Notwithstanding anything contained herein to the contrary, a Member may designate up to two (2) additional family members as Household Members for an additional cost determined in the reasonable discretion of the Club Owner, provided that that they are related to either the Member or Additional Owner, are legal, permanent Residents of the Household, and are the age of 25 or older.

Once Household Members are designated by the Member in writing and accepted by the Club Owner, no change in natural persons constituting the qualifying Household Members may be made except for one (1) time in any calendar year, but in all events such change in the "Household Members" shall be subject to the Club Owner's written approval, which may be granted or withheld in its reasonable discretion. Club Owner may restrict the frequency of changes in such designation of "Household Members" when there is no change in ownership of the Dwelling. The Membership Agreement requires proof of residency, photo identification, and registration requirements for any individuals who the Member seeks to designate as "Household Members."

A Member may revoke the privileges of his or her "Household Members" by written notice to the Club Manager. The Club Owner may, from time to time, establish, modify and/or revoke policies concerning Household Members. Notwithstanding anything to the contrary contained herein, the Club Owner shall have the right to approve certain circumstances and determine, in the Club Owner's sole discretion and on a case-by-case basis, whether certain individuals shall qualify as "Household Members" for purposes of this Club Plan. No Household Member may access the Club Property or use the Club Facilities until Club Owner has received the signed Membership Agreement, all requirements for registration with the Club Owner and/or Club Manager required for each Household and Household Members. Any Household Member who is found to be ineligible for Membership will have his or her rights and benefits under the Membership revoked.

4.4 Use by Persons Other than Members. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities and/or Club Property available to Persons other than Members, including, without limitation, Members of the Public. Club Owner shall establish the fees to be paid, if any, by any Person who is not a Member, including Guests, using the Club Facilities. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Member's obligations to pay Club Dues, or give any Member the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in the Club Owner's sole discretion, the manner in which the Club Facilities will be made available to Guests and Members of the Public and the fees and charges that may be charged for such use.

4.5 Guests.

4.5.1 Generally. Guests of a Household (i.e. Guests invited by a Member, other Household Member or Designated Tenant) may use the Club Facilities in accordance with this Club Plan and the Club Policies. Guests must be accompanied by the Household Member or Designated Tenant responsible for such Guest at all times while within the Club Property. The number of times a particular Guest may use the Club Facilities during any particular period of time, and/or the number of Guests a Household may invite at any particular time, may be limited in the discretion of the Club Owner and are subject to the terms and conditions of this Club Plan and any Club Policies. All Household Members or Designated Tenants are responsible for the conduct of their Guests and the payment of all fees and charges unpaid by their Guests. Any natural person who does not qualify as a Designated Tenant or a Household Member, may only use the Club Facilities as a Guest. Subject to the terms and conditions herein, Household Members or Designated Tenants may invite additional natural persons (not to exceed six (6) total Guests of the Household per day) to use the Club Facilities without using a Guest day-pass, but such individual must pay guest fee(s) in the amount determined by the Club Owner (each, a "**Guest Fee**"). As of the Effective Date of this Club Plan, the Guest Fee is Five Dollars (\$5.00) for each Guest day-pass, but Club Owner may elect to adjust this amount on an annual basis based on the increase in the CPI. EACH HOUSEHOLD SHOULD CONTACT THE MEMBERSHIP OFFICE FOR CURRENT GUEST FEES AND RESTRICTIONS.

4.5.2 Guests Passes and Guest Fees. Notwithstanding anything contained herein to the contrary, each Household shall receive twenty-five (25) Guest day-passes per each calendar year (each a "**Household Guest Pass**" and collectively the "**Household Guest Passes**"), which may not be sold, traded, bartered, or rolled over to the next calendar year if the Guest day-passes are not used within the calendar year for which they are issued. A Household Member may invite additional natural persons to use the Club Facilities without using a Household Guest Pass, however (i) such Household Member must purchase supplementary Guest day-passes available to such Household (each a "**Supplementary Guest Pass**" and collectively the "**Supplementary Guest Passes**") by paying (or causing to be paid) a Guest Fee in the amount of Five Dollars (\$5.00) per Supplementary Guest Pass (subject to increases in the CPI), (ii) the maximum number of Supplementary Guest Passes which a Household may purchase shall not exceed six (6) per-day, (iii) the Supplementary Guest Passes must be used on the day of purchase, and (iv) the Supplementary Guest Passes may not be sold, traded, or bartered.

4.6 Household Member Privileges. Members and/or their Designated Tenants (if applicable) and their other Household Members shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan and the Club Policies, subject to payment of all applicable Club Dues.

4.7 Designated Tenant Privileges. A Member will be entitled to designate the Tenant of the Dwelling as the beneficial user of the Membership. A Designated Tenant who is designated as the beneficial user of the Membership shall be entitled to the same rights and privileges to use the Club Facilities, as the Member provided the Designated Tenant enters into the then current version of the Tenant Application and Agreement with the Club Owner ("**Tenant Agreement**"). Only one (1) natural person can exercise Membership privileges as a Designated Tenant. During the period when a Tenant is designated as the beneficial user of a Membership pursuant to a Tenant Agreement, the Designated Tenant will be billed for and will have the obligation to pay Club Dues, and such Member (and such Member's family members and Guests) shall not be entitled to use the Club Facilities as a Member. Once a Member designates a Designated Tenant, only the Designated Tenant and such Designated Tenant's qualifying Household Members, as applicable, shall be entitled to exercise the privileges of a Member with respect to such Dwelling during the period of occupancy; however, if the Designated Tenant fails to pay the Club Dues, the Member and Designated Tenant shall be jointly and severally liable for all Club Dues. Members shall be responsible for their Designated Tenant's (and such Designated Tenant's Household Members) behavior as well as all charges incurred by their Designated Tenant and such Designated Tenant's Guests and Household Members that remain unpaid after the customary billing and collection procedure established by the Club Owner from time to time. The rights and privileges of any such Designated Tenant shall be subject to this Club Plan and the Club Policies. No Designated Tenant (or such Designated Tenant's Household Members or Guests) may access the Club Property or use the Club Facilities until Club Owner has received such Designated Tenant's proof of designation, proof of residency, and any other registration information required by the Club Owner or Club Manager for the Household and such Designated Tenant's Household Members and the signed Tenant Agreement.

4.8 Reciprocal Use. The Club Owner reserves the right in its sole discretion, on behalf of itself and the Club Manager, to enter into reciprocal use arrangements with other clubs or recreational facilities. The terms of such use and the fees to be paid for the reciprocal use privileges will be established by the Club Owner or Club Manager from time to time. The reciprocal use privileges may be terminated at any time in the sole discretion of the Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club Property. The Club Property and Club Facilities shall be under the sole supervision and control of Club Owner unless Club Owner appoints a Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber, or convey the Club Property, or any portion thereof, to any Person in its sole discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Members pay Club Dues on a different basis than other Members. No Member shall have the right to object to any other Member

paying greater or lesser Club Dues so long as the Club Dues applicable to any particular Member are in accordance with this Club Plan.

6. Club Dues. In consideration of the Club Owner providing for use of the Club Facilities by the Members, each Member by acceptance of a deed to or ownership of a Lot shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein. Each Member's obligation to pay Club Dues shall exist so long as this Club Plan is in effect, regardless of whether such Member's Dwelling is occupied, destroyed, renovated, replaced, rebuilt, or leased. A Member's obligation to pay Club Dues is not dependent upon usage of the Club Facilities.

6.1 Phasing in Club Dues. The Club Owner anticipates that the Club Facilities will be constructed and made available to the Members in phases over time. The Club Facilities do not have to be constructed and made available to Members in any particular order or by any particular date. Consequently, the Club Dues will be phased in as each of the following Club Facilities are constructed and made available to Members. Commencing on Commencement Date, each Member, for each Membership held by such Member, shall pay Club Dues to Club Owner, without setoff or deduction. The Club Dues shall be \$0.00 until such time as the first Club Facility is constructed and made available to Members, in accordance with the below framework. Thereafter, as each Club Facility becomes available, the Club Dues shall be increased by the amount set forth below for the applicable Club Facility. Club Owner shall provide Members with thirty (30) days prior written notice of the time when (i) a Club Facility will be available to the Members (which written notice will include a general description of each Club Facility) and (ii) the Club Dues commence, which Club Dues will be in addition to the Club Dues for the Club Facilities already available to the Members. The Club Dues shall be subject to increase and adjustment as provided in this Club Plan.

The Club Dues will consist of the sum of the following amounts as the applicable Club Facility is made available:

Club Facility	Club Dues Amount*per Club Facility
Metro Lagoon	\$40.00 per month, plus applicable sales tax, collected quarterly (subject to increases in the CPI)
Phase 3 amenity**	\$6.00 per month, plus applicable sales tax, collected quarterly (subject to increases in the CPI)
Phase 4 amenity	\$6.00 per month, plus applicable sales tax, collected quarterly (subject to increases in the CPI)
Phase 6 amenity	\$6.00 per month, plus applicable sales tax, collected quarterly (subject to increases in the CPI)
Farm amenity	\$12.00 per month, plus applicable sales tax, collected quarterly (subject to increases in the CPI)

*For the avoidance of doubt, if Club Dues increase in the middle of a payment period, such Club Dues shall be prorated.

****If a Member has record title ownership of a Lot at the time of the recording of this Club Plan, said Member shall have the option of not paying the Phase 3 Club Facility Club Dues until such time as the next Club Facility is made available to the Members, at which time the Member shall pay the Phase 3 Club Facility Club Dues together with the Club Dues for all other Club Facilities.**

In addition to the Club Owner shall have the right, but not the obligation, to increase the Club Dues on January 1st of each year after the Commencement Date; provided, however, the increase in Club Dues shall be capped at five percent (5%) per year for five (5) years following the recording of this Club Plan. Thereafter, the Club Dues are permitted to increase by the greater of ("**Permitted Increase**") (i) ten percent (10%) per year or (ii) the percentage increase in the CPI, together with increases in Non-Controllable Expenses (as defined herein). Notwithstanding anything contained herein to the contrary, if and to the extent that Non-Controllable Expenses increase above the Permitted Increase, the Club Owner shall be permitted to increase the Club Dues assessed to Members by the Permitted Increase plus a proportionate share of the amount by which the Non-Controllable Expenses, in the aggregate, exceed the Permitted Increase. Non-Controllable Expenses shall mean the following expenses: insurance; security; utilities; trash and recycling collection and removal; storm and inclement weather clean up not covered by insurance; and any services provided by governmental authorities or agencies. Any such increase in the Club Dues may be made by Club Owner without the joinder or consent of any Person whatsoever. The Club Owner shall periodically publish and make available to prospective Members the Club Dues then in effect for Memberships.

PROSPECTIVE MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT CLUB DUES IN EFFECT PRIOR TO PURCHASING A LOT WITHIN THE DEVELOPMENT. THE CLUB DUES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME.

6.2 Taxes. In addition to the Club Dues, each Member shall pay all applicable sales, use, or similar taxes now or hereafter imposed on the Club Dues. As of the Effective Date of this Club Plan, sales tax is payable on the entire amount of Club Dues, including, without limitation, the Initial Club Contribution, any Resale Club Contribution, Special Use Fees and Individual Purchase Charges.

6.3 Memberships. Members shall have one (1) Membership for each Dwelling owned by any such Member and shall pay Club Dues for each such Membership. If a Member owns more than one (1) Dwelling, separate Club Dues are payable for each and every Dwelling owned by such Member.

6.4 Excuse or Postponement. Club Owner may excuse or postpone a Member's obligation to pay Club Dues in its sole discretion.

6.5 Club Owner's Obligation. Under no circumstances shall Club Owner, or its affiliates or designated assignees, be required to pay Club Dues.

6.6 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one (1) or more Members (but less than all Members) are subject, such as costs of special services or facilities provided to a Member, use and/or rental of Recreational Components and other rental facilities, parking fees or tickets for shows, classes, lessons, special events, or performances held in the Club Facilities. For example, and without limitation of the foregoing, Club Owner may elect to provide fitness classes, swimming lessons, other classes, towel service, chair rental, or similar services to Members, which Members may elect to use and/or engage in at their discretion for additional Special Use Fees associated therewith. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner at its discretion. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of any vending machines, video arcade machines and entertainment devices, if any and as applicable. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Members. For those programs, performances or events, if any, for which tickets or passes are sold, Club Owner shall determine how to distribute any such tickets or passes in its sole discretion.

6.7 Individual Purchase Charges. Club Owner shall have the right to establish from time to time, by Club Policy or by delegation to Club Manager, charges for food and beverages sold to individual Members, his or her Household Members, Tenants and Guests and for other goods and services provided by the Club ("**Individual Purchase Charges**"). Individual Purchase Charges shall be payable at such time or time(s) as determined by Club Owner in its sole discretion. All Individual Purchase Charges shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by any Club Member. At each visit to the Club Facilities, a Member is obligated to settle all Individual Purchase Charges and all other debts and obligations to the Club upon receipt of such food, beverage, goods or services by payment in cash or by charge against a valid credit card maintained by the Member. Each Member shall be responsible for all Individual Purchase Charges, Special Use Fees and all other debts and obligations to the Club incurred by the Member, his or her Household Members, Tenants and Guests.

6.8 Additional Club Dues. If any Member and/or its Tenant or their Household Members or Guests, does anything which increases the cost of maintaining or operating the Club Property, or cause damage to any part of the Club Property, Club Owner may levy additional Club Dues against such Member in the amount necessary to pay such increased cost or repair such damage.

6.9 Commencement of First Charges. The obligation to pay Club Dues shall commence as to each Member on the day of the sale, transfer or conveyance of title of a Lot to the Member. Notwithstanding the foregoing, no Member shall be obligated to pay Club Dues until the Commencement Date.

6.10 Payments; Collection Policy. Club Owner presently intends to collect Club Dues in advance and on a quarterly basis but reserves the right to change the payment period from time to time (e.g., to require payment in advance on a yearly or monthly basis). Club Dues shall be payable in advance, on or before the first day of each quarter during a calendar year, unless otherwise established by the Club Owner. Unless otherwise established by the Club Owner in its sole discretion, quarterly statements for Club Dues will normally be sent to all Members on or before the first (1st) day of each quarter. Unless otherwise established by the Club Owner in its sole discretion, Club Dues are due and payable upon receipt and in no event later than the thirtieth (30th) day after the statement was sent, or such other date as indicated on the statement. A late charge will be added to all outstanding balances in accordance with this Club Plan (including Section 9.6 below) if the statement is not paid by the tenth (10th) day after the payment is due. In addition, interest will be added to all outstanding balances in accordance with this Club Plan (including Section 9.6 below) if the statement is not paid by the thirtieth (30th) day after the payment is due. Notwithstanding anything contained herein to the contrary, the Club Owner may, in its sole discretion, establish alternative policies for collection and/or invoicing of payments, including alternative procedures for invoicing, payment dates, late fees, notices, reminders, and/or payment plans. In the event of a direct conflict between this Club Plan and such collection policies established by Club Owner, this Club Plan shall govern.

6.11 Time Is of Essence. Timely payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.12 Obligation to Pay Real Estate Taxes and Other Expenses. Each Member shall pay all taxes, charges, Mortgages, Assessments, obligations, and/or other liens relating to the Member's Lot which are superior to the lien for Club Dues. Upon failure of a Member to pay the taxes, charges, Mortgages, Assessments, obligations, and/or other liens imposed upon the Member's Lot, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Member.

6.13 Club Dues Payable Upon Sale of a Lot. No less than fifteen (15) days prior to the sale, transfer or conveyance of any Lot by a Member, the Member shall request from the Club Owner an estoppel certificate as provided in Section 20 below. In connection with and as a condition to the sale, transfer or conveyance of a Lot, the conveying Member shall pay any outstanding Club Dues, together with interest, late fees, costs, and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections, and bankruptcy, and other costs and expenses provided for herein, all as reflected on such estoppel. Notwithstanding the foregoing, any unpaid Club Dues and other amounts Club Owner permits a Member to put on a charge account, if any, together with interest, late fees, costs, and reasonable attorneys'

and paraprofessional fees at all levels including appeals, collections, and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the record title owner of the Lot at the time when the charge or fee became due, as well as such Person's successors, assigns, heirs, devisees, or personal representatives.

7. Club Contributions.

7.1 Initial Club Contribution. For each Lot purchased from the Declarant or a Builder, the purchaser shall be obligated to pay Club Owner a non-refundable initial contribution (the "**Initial Club Contribution**") in the amount of Two Thousand and No/100 Dollars (\$2,000.00), as adjusted by CPI, plus any sales tax and collection fees, at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds and shall not be required to account for the same. Initial Club Contributions may be used and applied by Club Owner as it deems necessary in its sole discretion. Notwithstanding anything herein to the contrary, no Initial Club Contribution shall be due from a Builder in connection with a Builder's purchase of a Lot; however, such Initial Club Contribution shall be due from the purchaser upon a Builder's sale, transfer or conveyance of a Lot to a third-party purchaser who is not a Builder. Further notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole discretion.

7.2 Resale Club Contributions. After the Lot has been conveyed by the Declarant or a Builder to a third-party Owner, there shall be collected from the purchaser upon every subsequent sale, transfer or conveyance of an ownership interest in a Lot by an Owner a non-refundable resale contribution (the "**Resale Club Contribution**") in the amount of Two Thousand and No/100 Dollars (\$2,000.00), as adjusted by CPI, plus any sales tax and collection fees. Each Resale Club Contribution shall be paid to Club Owner at the time of closing. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Resale Club Contributions may be used and applied by Club Owner as it deems necessary in its sole discretion. Notwithstanding anything to the contrary contained in this Club Plan, no Resale Capital Contribution shall be due and/or payable on the acquisition of a Lot by the Declarant, the Association, a Builder in connection with a Builder's purchase of a Lot, or by any First Mortgagee acquiring title to a Lot by means of a certificate of title or deed in lieu of foreclosure of its First Mortgage encumbering a Unit. Provided, however, the Resale Capital Contribution shall be due in connection with the resale of a Lot by the Declarant, the Association, any Builder or First Mortgagee. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive the Resale Club Contributions in its sole discretion.

NOTWITHSTANDING THE FOREGOING OR ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE INITIAL CLUB CONTRIBUTION AND RESALE CLUB CONTRIBUTION SHALL BE COLLECTED UPON THE SALE, TRANSFER OR CONVEYANCE OF A LOT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SECTIONS 7.1 AND 7.2 ABOVE. ALTHOUGH THE INITIAL CLUB CONTRIBUTION AND RESALE CLUB CONTRIBUTION SHALL BE DEEMED PART OF THE "CLUB DUES" FOR GENERAL PURPOSES OF THIS CLUB PLAN, THE INITIAL CLUB CONTRIBUTION AND RESALE CLUB CONTRIBUTION SHALL NEVERTHELESS BE PAID AT THE RESPECTIVE CLOSING ON THE LOT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SECTION 7 HEREIN, REGARDLESS OF WHETHER THE CLUB FACILITIES HAVE BEEN MADE AVAILABLE FOR USE BY MEMBERS. HOWEVER, NO OTHER CLUB DUES SHALL BE DUE AND PAYABLE UNTIL THE COMMENCEMENT DATE HAS OCCURRED.

8. Annexation/Withdrawal by Club Owner.

8.1 Annexation. Additional lands may be subjected to the restrictions, covenants, terms, and conditions set forth in this Club Plan by the Club Owner and, if different from the Club Owner, with the joinder and consent of the record title owner of such real property. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association or any Owners). Such annexed lands shall be brought within the provisions and applicability of this Club Plan by the recording of an amendment to this Club Plan in the Public Records (the "**Annexation Amendment**"). The Annexation Amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Club Plan as fully as though the annexed lands

were described herein as a portion of the Development. Such Annexation Amendment may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Club Plan as deemed appropriate by the Club Owner; provided, however, any such additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Club Plan shall be applicable only to the annexed lands. Only the Club Owner may annex additional lands to the restrictions, covenants, terms, and conditions set forth in this Club Plan. Except as otherwise expressly provided herein, the definition of "the Development" shall be automatically amended to include Lots and residential land added to the real property described on **Exhibit B** of the Declaration as permitted pursuant to the terms of the Declaration.

8.2 Withdrawal. Any land subjected to the restrictions, covenants, terms, and conditions set forth in this Club Plan may be withdrawn from this Club Plan by the Club Owner and Declarant, and, if the owner is different from the Declarant, with the joinder and consent of the record title owner of such real property. Except for applicable governmental approvals (if any), no consent to such withdrawal shall be required from any other party (including, but not limited to, the Association or any Owners). Such withdrawn lands shall be removed from the provisions and applicability of this Club Plan by the recording of an amendment to this Club Plan in the Public Records (the "**Withdrawal Amendment**"). No Owner may unilaterally withdraw any lands, Lots or Dwellings from the restrictions, covenants, terms, and conditions set forth in this Club Plan without the express written consent and joinder of the Club Owner recorded in the Public Records. Except as otherwise expressly provided herein, the definition of "the Development" shall be automatically amended to exclude Lots and land withdrawn from the Club Plan from the real property described on **Exhibit B** of the Declaration.

9. Personal Obligation for Club Dues.

9.1 Covenant to Pay; Claim of Lien. Each Member, by acceptance of a deed to a Lot, shall be deemed to have covenanted and agreed that the Club Dues, and any other amounts Club Owner permits a Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing lien in favor of Club Owner encumbering each Lot and all personal property located thereon owned by the Member. Subject to the terms of this Club Plan, such lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the Effective Date of this Club Plan, subject only to the lien of a First Mortgage recorded prior to the Club Owner's Claim of Lien and the lien of the Association for Assessments. The Club Owner's Claim of Lien shall also secure the payment of any additional amounts that accrue thereafter until satisfied. All unpaid Club Dues and other amounts Club Owner permits a Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be secured by a lien in favor of Club Owner and shall be the personal obligation of the Person who was the record title owner of the Lot at the time when the Club Dues, charge or fee became due, as well as such Person's successors, assigns, heirs, devisees, and/or personal representatives. If a Dwelling is leased, the Member shall be liable hereunder notwithstanding any provision the lease to the contrary. All payments on account shall be first applied to any fines levied in accordance with the terms of this Club Plan (if and as applicable), then to accrued interest, then to any administrative late fee, then to costs and attorneys' fees, then to the delinquent Club Dues payment first due, then to any current Club Dues and then to any other amounts due the Club Owner. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CLUB OWNER'S LIEN FOR CLUB DUES SHALL BE SUBORDINATE TO THE ASSOCIATION'S LIEN FOR ASSESSMENTS TO THE EXTENT SET FORTH IN SECTION 9.4.

9.2 Right to Designate Collection Agent. Club Owner shall have the right, in its sole discretion, to designate who shall collect Club Dues. Under no circumstances shall the Association be responsible for or obligated to collect any amounts due to Club Owner, and all such collections for amounts due to Club Owner shall be separate from any collections by the Association for Assessments.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues and related fees and expenses shall be subordinate to a bona fide First Mortgage held by a Mortgagee on any Lot, if the Mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Owner's Claim of Lien shall not be affected by any sale, transfer or conveyance of a Lot, except in the event of a sale, transfer or conveyance of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide First Mortgage held by a Mortgagee in which the Mortgagee named the Club Owner in the foreclosure action. In such event, the acquirer of title, its successors and assigns, shall be liable for the lesser of: (i) the unpaid Club Dues that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which the Club Owner has not received payment in full; or (ii) one percent (1%) of the original mortgage debt. Any sale, transfer or conveyance pursuant to a foreclosure (or deed in lieu) shall not relieve the Member from liability for, or the Lot from, the lien of any Club Dues, fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Club Dues, fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

9.4 Subordination of the Lien to Association's Assessments. The lien for Club Dues and related fees, charges and expenses shall be subordinate to a bona fide lien for Assessments held by the Association on any Lot. The Club Owner's Claim of Lien shall not be affected by any sale, transfer or conveyance of a Lot, except in the event of a sale, transfer or conveyance of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide lien for Assessments held by the Association, in which the Association named the Club Owner in the foreclosure action. In such event, the acquirer of title, its successors and assigns, shall be liable for the unpaid Club Dues that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which the Club Owner has not secured payment in full. Any sale, transfer or conveyance pursuant to a foreclosure or deed in lieu shall not relieve the Member from liability for, or the Lot from, the lien of any Club Dues, fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Club Dues, fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

9.5 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may, in Club Owner's sole discretion, accelerate the Club Dues for the next ensuing twelve (12) month period and for twelve (12) months from each subsequent delinquency.

9.6 Non-Payment. If any Club Dues are not paid within ten (10) days after the due date, to compensate Club Owner for administrative expenses due to late payment, the Club Owner may levy a late fee of Twenty-Five and No/100 Dollars (\$25.00), as adjusted by CPI, per month for each month the Club Dues for that period are not paid, or such greater amount established by Club Owner from time to time, beginning from the due date until paid in full. If any Club Dues are not paid within thirty (30) days after the due date, the Club Owner may levy interest on all amounts payable to Club Owner in an amount equal to eighteen percent (18%) per year or the maximum rate allowable by law, beginning from the due date until paid in full. Subject to the terms of this Club Plan, Club Owner may, at any time thereafter, bring an action at law against the Member personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interest of the Club Owner would not be served by doing so. There shall be added to and secured by the Club Owner's lien evidenced by the Claim of Lien and/or other claim for collection of Club Dues all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection, and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

9.7 Non-Use. No Member may waive or otherwise escape liability for Club Dues, fees and charges provided for herein by non-use of, or the waiver of the right to use, Club Facilities or abandonment of a Dwelling.

9.8 Suspension. Should a Member not pay sums required hereunder, or otherwise default in its obligations under this Club Plan or the Club Policies, the Club Owner may, without reducing or terminating a Member's obligations hereunder, suspend the Member's (or in the event the Dwelling is leased to a Designated Tenant, then such Designated Tenant's) rights to use the Club Facilities until all Club Dues, fees and charges are paid current and/or the default is cured.

9.9 Collection from Tenants. If a Dwelling is occupied by a Designated Tenant and the Designated Tenant is delinquent in the payment of Club Dues, the Club Owner may demand from the Member payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Designated Tenant to the Club Owner. If a Dwelling is occupied by a Designated Tenant and the Member is delinquent in the payment of Club Dues, the Club Owner may demand from the Designated Tenant payment to the Club Owner all rental payments due from the Designated Tenant to the Member until all monetary obligations, including without limitation, Club Dues, due to the Club Owner by the Member have been paid in full. So long as the Member remains delinquent, future rent payments due to the Member must be paid to the Club Owner and shall be credited to the monetary obligations of the Member to the Club Owner.

10. Operations.

10.1 Control. The Club Property shall be under the complete supervision and control of Club Owner until Club Owner, in its sole discretion, delegates all or part of the right and duty to operate, manage, and maintain the Club Property to a third party as Club Manager, if ever.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner and subject to the terms of this Club Plan, may enforce the Club Policies and/or may file Claims of Lien for unpaid Club Dues against Lots.

11. Ambiguities/Interpretation. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding absent manifest error.

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner shall have the right, but not the obligation, to pay any First Mortgage, Assessments or other charges which are in default by a Member and/or which is or may become a lien or charge against any Lot. Further, Club Owner shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of Member to protect its lien and/or rights to collect, if and as applicable. Club Owner shall be entitled to immediate reimbursement, on demand, from the Member for such amounts so paid, plus interest thereon (at the lesser of eighteen percent (18%) per annum or the maximum rate allowable by law), plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections, and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club Facilities. Each Member and other Persons entitled to use the Club Facilities, shall comply with following general restrictions:

14.1 Minors. Minors fourteen (14) years of age and older are permitted to use the Club Facilities without adult supervision. Minors under fourteen (14) years of age are not permitted to use the Club Facilities without adult supervision. Members are responsible for the actions and safety of minors who are their Household Members or Guests and any damages to the Club Facilities, or any other portion of the

Club Property, caused by such minors. Club Owner is not liable and specifically disclaims liability for the actions of such minors.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety, and welfare of such Member and his or her Tenant(s), Household Members, and/or Guests, and the personal property of all of the foregoing, and no Member shall allow any of the foregoing to damage the Club Property or interfere with the rights of other Members hereunder.

14.3 Personal Property. The Club Owner is not responsible for any loss or damage to any private property used, placed or stored within any part of the Club Property. Without limiting the foregoing, any natural person parking a vehicle within the Club Facilities and/or other parking areas provided by the Club Owner assumes all risk of loss with respect to their vehicle being parked in the Club Facilities and/or other parking areas. Further, any natural person entering the Club Property, or any portion thereof, assumes all risk of loss with respect to his or her equipment, jewelry, or other possessions stored or placed anywhere within the Club Property. No trailers or boats may be parked on the Club Property at any time, except as otherwise approved in writing by Club Owner.

14.4 Activities. Any Member, Designated Tenant, Household Member, Guest, or other Person who, in any manner, makes use of, or accepts the use of, any apparatus, equipment, appliance, facility, privilege or service whatsoever owned, leased, offered or operated by the Club Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off the Club Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or such Member's Household Members, Guests, or Tenant(s). No Member may use the Club Facilities for any club, society, organization, party, religious, political, charitable, fraternal, civil, fundraising, or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture within the Club Property shall not be removed from the area or room in which it is placed.

14.6 Indemnification of Club Owner. Each Member, Designated Tenant, Household Member, Guest, or other Person who, in any manner, makes use of, or accepts the use of the Club Property, or any portion thereof, agrees to indemnify and hold harmless Club Owner, its officers, directors, members, managers, shareholders, partners, agents, employees, affiliates and attorneys (collectively, "**Indemnified Parties**") against all actions, injuries, claims, losses, liabilities, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to (i) such use of the Club Property, Club Facilities or Recreational Components, by such Member or his or her Tenant(s), Household Members, or Guests, or (ii) the interpretation of this Club Plan and/or the Club Policies, or (iii) any act or omission of the Club Owner or of any of the Indemnified Parties other than gross negligence or intentional acts of an Indemnified Party. Losses shall include the deductible payable under any of the Club Owner's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner, Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules, Regulations, and Policies. Club Owner may elect, in Club Owner's sole discretion, to adopt and/or modify Club Policies from time to time. Such Club Policies will not be recorded; therefore, each Member, Designated Tenant, Household Member, or other user of the Club Facilities should obtain and review a copy of all current Club Policies from the Club Owner and become familiar with the same. Further, the Club Policies may include any regulations, restrictions or "Code of Conduct" governing use of Club Facilities, Recreational Components, or other activities within the Club Property, which

regulations, restrictions or "Code of Conduct" may be posted in locations within the Club Property. All Members, Designated Tenants, Household Members, Guests, and all other users of the Club Property must abide by all Club Policies, all rules regulations and requirements on all posted signs in addition to any verbal instructions from the Club Owner, Club Manager and their authorized employees. Any and all such Club Policies are in addition to the general restrictions set forth in this Club Plan. Violation of Club Policies, rules or regulations or unreasonable conduct may result in the suspension of privileges.

14.9 Waiver of Club Policies. Club Owner may waive the application of any Club Policies to one or more Persons in Club Owner's sole discretion. A waiver may be revoked at any time upon written notice to the Members or affected Person(s).

15. Suspensions and Violations.

15.1 Generally. The Club Owner may suspend, for reasonable periods of time as determined by the Club Owner in its discretion, the rights and license of a Member, Household Member, Designated Tenant, and/or Guest to use the Club Facilities and/or Recreational Components for failure to comply with any provision of this Club Plan or the Club Policies. Without limiting the foregoing, the rights of a Member or any of its Household Members, Designated Tenant, and/or Guests to use the Club Facilities may be suspended by the Club Owner if, in the judgment of the Club Owner: (i) the Member fails to pay Club Dues in a proper and timely manner; (ii) the Member or any of its Household Members, Tenants, and/or Guests violates one or more terms of this Club Plan, the Membership Agreement, or the Club Policies, including the posted "Code of Conduct" which may be amended or supplemented by Club Owner in its sole discretion from time to time, or fails to abide by any posted signs on the Club Property and/or verbal instruction from the Club's employees; or (iii) a Member, Tenant, Household Member, and/or Guest has injured, harmed or threatened to injure or harm any natural person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to a Member, third party or Club Owner. Any such suspension imposed by Club Owner shall not reduce or terminate a Member's or other Person's obligations under the Club Plan or Club Policies (including, without limitation, all obligations for a Member's payment of Club Dues). In addition, if at any time the Club Owner incurs any cost or expense in connection with failure of any Member or any Member's Tenant, Household Members, Guest, or invitee to comply with any provision of this Club Plan, Membership Agreement, or the Club Policies, then the applicable Member shall be immediately responsible for reimbursing the Club Owner all costs and expenses incurred by the Club Owner in connection with such violation, plus One Hundred and Fifty and No/100 Dollars (\$150.00). as adjusted by CPI (or such other amount determined by the Club Owner in its sole discretion). All such amounts owed to Club Owner shall be levied by and payable to the Club Owner as part of, and in the same manner as, other Club Dues.

15.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described herein, any Member's (or such Member's Designated Tenant's, Guest's and/or Household Members') privileges to use any or all of the Club Facilities, Recreational Components, and/or Club Property. By way of example, and not as a limitation, Club Owner may suspend the membership privileges of a Designated Tenant if such Designated Tenant pursuant to the Tenant Agreement fails to pay Club Dues due in connection with a leased Dwelling. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. Further, a Club Owner may suspend the rights of some Household Members while allowing other Household Members to continue to exercise certain membership rights. No Member whose membership privileges have been fully or partially suspended (or whose Designated Tenant's, Guest's and/or Household Members' privileges have been fully or partially suspended) shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable in accordance with the payment schedule set by the Club Owner (i.e. quarterly, monthly, yearly, etc.). Unless otherwise agreed upon by Club Owner in writing as determined in Club Owner's discretion, a Member's privileges shall not be reinstated until all Club Dues and other amounts due are paid in full.

15.3 Notice of Suspensions. In the event a Member (or Member's Designated Tenants, Guests and/or Household Members) violates this Club Plan, the Membership Agreement, and/or the Club Policies,

a warning, fine, or a temporary or permanent suspension may be imposed by Club Owner by delivery of a notice to the applicable violating Member and/or other Persons ("**Violation Notice**") specifying (i) the date, nature and details of the violation, (ii) consequences of the violation (i.e., warning, fine, temporary suspension, and/or permanent suspension), and (iii) the process for review or hearing, as applicable. Thereafter, Club Owner shall provide the violating Member and/or other Persons of its written decision and the terms of the applicable penalty, if any. Notwithstanding anything contained herein to the contrary, if the violation is considered egregious, in the reasonable discretion of Club Owner, the violating Member and/or other Person will not be entitled to any such Violation Notice and may be automatically issued a temporary or permanent suspension. The Member, Member's Designated Tenants, Guests, and/or Household Members shall abide by the Violation Notice which may be amended or supplemented by Club Owner in its sole discretion from time to time.

16. **Damage; Destruction.** If the Club Facilities are damaged or destroyed by fire, windstorm, or any other casualty, the following conditions shall apply:

16.1 **Insurance Proceeds.** If there is damage to the Club Facilities for which insurance shall be payable, all such insurance proceeds shall be paid to Club Owner.

16.2 **Termination for Destruction.** If any material portion of the Club Facilities (as determined by Club Owner) is damaged by such casualty, Club Owner may elect to terminate this Club Plan by written notice recorded in the Public Records. Should such notice be recorded by Club Owner in the Public Records, this Club Plan shall automatically terminate and shall be of no further force or effect, and thereafter each Owner's liability for Club Dues shall cease. All insurance proceeds or other damages awarded shall be the sole property of Club Owner.

16.3 **Partial Damage.** In the event of a casualty resulting in damage to less than all or a material portion of the Club Facilities, then, in such event, Club Owner shall have the option, to either (i) utilize all or a portion of any insurance proceeds for the restoration, repair, or remodeling of the damaged Club Facilities with no change in the Club Dues, (ii) restore, repair, and/or remodel less than all of the Basic Club Facilities damaged by the casualty with a reduction in the Club Dues commensurate with modified Basic Club Facilities, as reasonably determined by Club Owner and in accordance with Section 3.2.2 hereof, or (iii) to terminate this Club Plan as provided in Section 16.2 hereof. All insurance proceeds awarded in relation to the casualty event or other damage to the Club Property shall be the sole property of Club Owner, and Club Owner shall determine what portion of such proceeds, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities. If Club Owner elects, in Club Owner's sole discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities in its sole discretion. There shall be no abatement in payments of Club Dues during reconstruction if the Basic Club Facilities are available for use; however, if the Club is destroyed in whole by a casualty, Owners shall not remain liable to pay the full amount of Club Dues during the period that no portion of the Basic Club Facilities is available for use. After all reconstruction or repairs have been made, any insurance proceeds remaining shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner may terminate this Club Plan by written notice recorded in the Public Records, and each Owner's liability for Club Dues shall cease.

17. **Risk of Loss.** Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club Property on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property, or from any act of negligence of any other natural person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the Effective Date of this Club Plan. No Member shall be entitled to cancel this Club Plan or receive any abatement in Club Dues on account of any such occurrence. However, if the Club is destroyed in whole by a casualty, the Club Dues shall be abated during the time that no portion of the Club Facilities is available for use.

18. **Eminent Domain.** If, during the operation of this Club Plan, a condemnation or eminent domain proceeding is commenced affecting the Club Property, then the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club Property is taken under the power of eminent domain, Club Owner may terminate this Club Plan by written notice recorded in the Public Records, and each Owner's obligation to pay Club Dues (and license to use the Club Facilities) shall cease. Should such notice be recorded by Club Owner in the Public Records, this Club Plan shall automatically terminate and shall be of no further force or effect. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club Property be taken in an eminent domain proceeding so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to either (i) utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the Club Facilities with no change in the Club Dues, (ii) partially restore, repair, and/or remodel the Club Facilities with a reduction in the Club Dues commensurate with modified Club Facilities, as reasonably determined by Club Owner and in accordance with Section 3.2.2 hereof, or (iii) to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities.

19. Additional Indemnification of Club Owner. Each Member, on behalf of itself and its respective Guests, Household Members, Tenants, and invitees, and each other user of the Club Property, covenants and agrees jointly and severally to indemnify, defend and hold harmless Club Owner, its respective officers, directors, members, managers, shareholders, partners and any related persons or entities and their employees, attorneys, agents, officers, directors, members and managers from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Club Property, and improvements thereon, or resulting from or arising out of activities or operations of the Club or such Member, and from and against all costs, expenses, court costs, attorneys' fees, paraprofessional fees (including, but not limited to, all trial, appellate and bankruptcy levels and whether or not suit be instituted), expenses and liabilities incurred, arising from or related to any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan.

20. Estoppel. The Club Owner shall, from time to time, upon not less than ten (10) business days' prior written notice of such request from a Member, execute, acknowledge and deliver a written statement certifying: (i) that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect); (ii) whether such Member's Club Dues have been paid, the date to which the Club Dues have been paid, and/or the amount of Club Dues that are due as of a specified date; and (iii) whether there are, to the Club Owner's knowledge, any uncured defaults by such Member with respect to this Club Plan.

21. No Waiver. Any decision by the Club Owner to waive provisions of this Club Plan based upon extenuating circumstances, severe hardship, or other determinations made by the Club Owner in its sole discretion shall not establish a precedent for similar circumstances. The Club Owner reserves the right to waive any provisions of this Club Plan based on individual circumstances and then existing conditions, as determined by the Club Owner in its sole discretion. The election of Club Owner in one or more instances to waive strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to waive any remedy, privilege, or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Member, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner with respect to a breach by a Member shall be effective unless made by Club Owner in writing.

22. Venue. EACH MEMBER ACKNOWLEDGES REGARDLESS OF WHERE SUCH MEMBER (i) EXECUTED A PURCHASE AND SALE AGREEMENT FOR A DWELLING, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT, EACH LOT AND THE CLUB PROPERTY ARE LOCATED IN PASCO COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, CLUB OWNER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA.

23. Amendment. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any Person whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder). Further, Club Owner may elect, in Club Owner's sole discretion, to subject property outside of the Development to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole discretion, to remove portions of the Development from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Club Owner reserves the right, in its sole discretion, to terminate Memberships in the Club with or without cause (in which case a Member's obligation to pay Club Dues shall likewise terminate), and to sell or otherwise dispose of the Club Facilities to any other third party. Each Member agrees that such Member has no vested rights under current case law or otherwise with respect to any provision in this Club Plan. No amendment shall be effective until it is recorded in the Public Records.

No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect the priority of a Mortgagee's lien or a Mortgagee's rights to foreclose its lien on a Lot or Dwelling unless the First Mortgagee shall consent to or join in the amendment. Except as specifically provided herein, the consent and/or joinder of any Mortgagee shall not be required for the adoption of any amendment to this Club Plan and, whenever the consent or joinder of a Mortgagee is required, such consent or joinder shall not be unreasonably withheld or delayed. Whenever the consent or approval of the First Mortgagee or other Mortgagee is required to any amendment to this Club Plan, the Club Owner shall request such consent or approval of such First Mortgagee or other Mortgagee by written request sent by certified mail, return receipt requested or a nationally recognized overnight delivery service. Any First Mortgagee or other Mortgagee receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested in writing within sixty (60) days after receipt of such request. All notices and requests to Mortgagees shall be sent to their respective addresses in the Mortgage or last recorded assignment of such mortgage in the Public Records, or such other address as may be designated by the Mortgagee from time to time, in writing to the Club Owner. The response of the First Mortgagee or other Mortgagee must be sent by certified mail, return receipt requested (or a nationally recognized overnight delivery service) evidencing such request was delivered to and received by the Club Owner within such 60-day period. If such response is not timely received by the Club Owner, then the First Mortgagee or other Mortgagee shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by the Club Owner, which affidavit, when necessary, may be recorded in the Public Records. Such affidavit shall be conclusive evidence that the applicable consent or approval was given or deemed given as to the matters contained therein.

24. Oral Representations. Any verbal promises or statements made by any Persons that are inconsistent with the terms of this Club Plan (including any statements made by Builders, Club Manager employees, or otherwise) are not binding upon the Club Owner and shall not relieve a Member or any other Person from full compliance with this Club Plan and the Club Policies.

25. Severability. Invalidation of any of the provisions, terms, obligations, covenants, or conditions of this Club Plan and/or the Club Policies by judgment or court order shall in no way affect any other provision, term, obligation, covenant, or condition, and the remainder of this Club Plan (including without limitation, each Member's obligation to pay Club Dues) shall remain in full force and effect. Without limitation of the foregoing, if any part of this Club Plan violates applicable law, the applicable law will control. In such case, however, the rest of this Club Plan will remain in full force and effect. By way of example and not limitation, if any remedy provided to Club Owner herein is determined to violate applicable law, such determination

shall have no impact on the underlying rights, financial or otherwise, that sought to invoke said violative remedy. Further, without limiting the generality of the foregoing, if any part of the Club Plan is not enforceable in accordance with its terms or would render other parts of the Club Plan unenforceable, the unenforceable part shall be judicially modified (or shall be deemed modified), if at all possible, to come as close as possible to the expressed intent of such part without jeopardizing other parts of the Club Plan, and then is to be enforced as so modified. If the unenforceable part cannot be so modified, such part shall be unenforceable and considered null and void in order that the paramount goal (that the Club Plan is to be enforced to the maximum extent possible strictly in accordance with its terms) can be achieved. Notwithstanding anything contained herein to the contrary, in the event certain remedies for collection of Club Dues may be deemed unenforceable from time-to-time now or in the future, under no circumstances shall the Club Owner's substantive right to receive payment of such Club Dues be rendered unenforceable, invalid or inappropriate, and Club Owner shall retain the right to receive such payments and enforce collection of same through all remedies available at law or in equity which are not otherwise declared unenforceable.

26. CPI. Whenever a specific dollar amount is recited in this Club Plan, unless limited by applicable law or by the specific text hereof or unless held to be unconscionable, such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the Effective Date of this Club Plan as the base year and month. The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982 84 = 100, all items" ("CPI"). If the Bureau of Labor Statistics shall change the method for determining the consumer price index or if the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Club Owner shall choose a comparable alternative to compute such increases.

27. Notices. Any notice required to be sent to any Member, Household Member, Designated Tenant, non-Member, Person, or Guest under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, emailed, hand delivered or delivered by professional carrier or overnight delivery to the last known address at the time of such sending.

28. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist and are in effect on the Effective Date of this Club Plan except to the extent provided otherwise as to any particular provision of the Florida Statutes.

29. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

30. Resolution of Disputes.

30.1 By acceptance of a deed or title to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to non-binding mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Club Plan or any dealings between a Member and the Club Owner; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Club Owner or Club Owner's representative; (3) relating to personal injury or property damage alleged to have been sustained by the Member, the Member's children or other Household Members or Designated Tenant; or (4) issues of formation, validity or enforceability of this Section 30. Each Member agrees to the foregoing on behalf of his or her Household Members, Designated Tenants, and/or other authorized users of the Club with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of

repose. This Section 30 will not apply, however, to (i) actions brought by the Club Owner to foreclose any lien granted under this Club Plan or at law; (ii) proceedings involving challenges to ad valorem taxation; (iii) counterclaims brought by the Club Owner in proceedings instituted against it; (iv) actions brought by the Club Owner to enforce written contracts with its suppliers and service providers; or (v) actions brought by the Club Owner seeking to obtain injunctive relief in a court of competent jurisdiction.

30.2 Any and all mediations commenced by any Member and/or Club Owner shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's applicable mediation procedures in effect on the date of the request. Any party who will be relying upon an expert report at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction of the Club Facilities or Recreational Components, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

30.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's applicable arbitration rules in effect on the date of the request. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00), as adjusted by CPI, or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Member and the Club Owner, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. The arbitration shall be conducted according to rules of the AAA; provided, however, notwithstanding any rules of the AAA to the contrary, the parties shall be entitled to conduct discovery relating to the claim, dispute or other matter in question which is the subject of the arbitration in accordance with the Florida Rules of Civil Procedure. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

30.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. By acceptance of a deed or title to a Lot, each Member specifically agrees: (i) that any Dispute involving Club Owner's affiliates, directors, officers, members, managers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (ii) that Club Owner may, at its sole election, include Club Owner's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

30.5 To the fullest extent permitted by applicable law, by acceptance of a deed or title to a Lot, each Member specifically agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, by acceptance of a deed or title to a Lot, each Member agrees that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

30.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation

settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

30.7 A Member may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org.

30.8 Club Owner supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

30.8.1 Notwithstanding the requirements of arbitration stated in this Section 30, each Member shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

30.8.2 Any mediator and associated administrative fees incurred shall be shared equally by the parties.

30.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the applicable arbitration rules of the AAA or other applicable rules.

30.9 Notwithstanding the foregoing, if either Club Owner or a Member seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate will also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

30.10 CLUB OWNER AND EACH OWNER, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, SPECIFICALLY AGREE THAT OWNERS MAY BRING CLAIMS AGAINST CLUB OWNER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE LOT OR DWELLING AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON A MEMBER-WIDE, CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS CLUB OWNER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 30.4 ABOVE.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has executed this Club Plan this 8th day of July, 2025.

WITNESSES:

[Signature]
 Print Name: Chitra Coffey
 Address: 2502 N. Rocky Pt Dr
Tampa FL 33607
[Signature]
 Print Name: Arianna Moreira
 Address: 2502 N Rocky Point Dr., #1050
Tampa, FL 33607

"CLUB OWNER"

ANGELINE CLUB, LLC, a Florida limited liability company

By: [Signature]
 Name: John M. Ryan
 Title: Manager

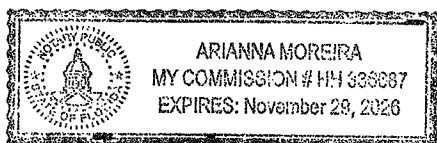
Address: 2502 Rocky Point Dr., Suite 500
Tampa, Florida 33607

STATE OF FLORIDA
 COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2025, by John M. Ryan, as Manager of ANGELINE CLUB, LLC, a Florida limited liability company, on behalf of the company, who [is personally known to me] [has produced _____ as identification].

My commission expires:

[Signature]
 NOTARY PUBLIC, State of Florida at Large
 Print Name: Arianna Moreira



JOINDER

LEN-ANGELINE, LLC, a Florida limited liability company ("**Declarant**"), does hereby consent to and join in the AMENDED AND RESTATED CLUB PLAN FOR ANGELINE CLUB (the "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Declarant agrees this Joinder is for the purpose of subjecting all lands within the Development (as defined in the Club Plan) owned by Declarant to the Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8th day of July, 2025.

WITNESSES:

[Signature]
 Print Name: Carla Coffey
 Address: 2502 N. Rocky Pt Dr
Tampa FL 33607

[Signature]
 Print Name: Arianna Moreira

Address: 2502 N Rocky Point Dr., #1050
Tampa, FL 33607

"DECLARANT"

LEN-ANGELINE, LLC, a Florida limited liability company

By: [Signature], Manager

Address: 2502 N Rocky Point Dr., #1050
Tampa, FL 33607

STATE OF FLORIDA)
 COUNTY OF)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of June, 2025, by John M. Ryan, as Manager of **LEN-ANGELINE, LLC**, a Florida limited liability company, on behalf of the company, who [is personally known to me] [has produced _____ as identification].

My commission expires:

[Signature]
 NOTARY PUBLIC, State of Florida at Large
 Print Name: _____

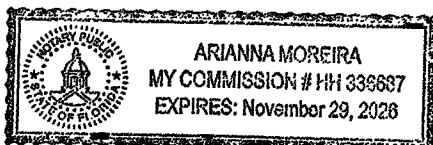
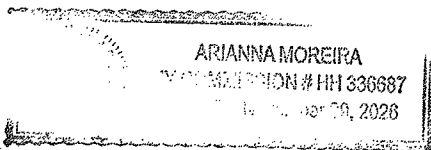


EXHIBIT A**LEGAL DESCRIPTION OF CLUB PROPERTY****INITIAL CLUB PROPERTY LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION SECTION 30, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"X4" CONCRETE MONUMENT STAMPED "SWFWMD" AT THE SOUTHWEST CORNER OF TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°41'28" EAST, ALONG THE SOUTH LINE OF SAID TOWNSHIP 25 SOUTH, SAME BEING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST, A DISTANCE OF 555.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TOLL ROAD 589 (SUNCOAST PARKWAY) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NUMBER 97140-2301, SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING SEVENTEEN (17) COURSES: (1) NORTH 67°42'17" WEST, A DISTANCE OF 72.88 FEET; (2) NORTH 03°00'19" WEST, A DISTANCE OF 800.25 FEET; (3) NORTH 01°34'23" WEST, A DISTANCE OF 651.14 FEET; (4) NORTH 01°01'57" WEST, A DISTANCE OF 645.08 FEET; (5) NORTH 00°19'30" WEST, A DISTANCE OF 198.84 FEET; (6) NORTH 51°36'49" EAST, A DISTANCE OF 318.98 FEET; (7) NORTH 00°18'58" EAST, A DISTANCE OF 298.66 FEET; (8) NORTH 17°39'34" WEST, A DISTANCE OF 420.59 FEET; (9) NORTH 89°39'19" WEST, A DISTANCE OF 120.00 FEET; (10) NORTH 00°20'41" EAST, A DISTANCE OF 1,500.00 FEET; (11) NORTH 68°32'36" EAST, A DISTANCE OF 269.26 FEET; (12) NORTH 00°20'41" EAST, A DISTANCE OF 300.00 FEET; (13) NORTH 26°54'35" EAST, A DISTANCE OF 223.61 FEET; (14) NORTH 00°20'41" EAST, A DISTANCE OF 300.00 FEET; (15) SOUTH 60°35'59" WEST, A DISTANCE OF 403.11 FEET; (16) NORTH 00°20'41" EAST, A DISTANCE OF 4,325.13 FEET; (17) SOUTH 89°39'19" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°20'41" EAST, A DISTANCE OF 740.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 00°20'41" EAST A DISTANCE OF 148.42 FEET; THENCE SOUTH 46°48'06" EAST, A DISTANCE OF 19.49 FEET; THENCE SOUTH 54°56'50" EAST, A DISTANCE OF 28.54 FEET; THENCE SOUTH 55°06'06" EAST, A DISTANCE OF 49.40 FEET; THENCE SOUTH 62°15'12" EAST, A DISTANCE OF 58.60 FEET; THENCE SOUTH 74°34'23" EAST, A DISTANCE OF 63.01 FEET; THENCE NORTH 88°51'47" EAST, A DISTANCE OF 75.74 FEET; THENCE SOUTH 79°59'56" EAST, A DISTANCE OF 77.22 FEET; THENCE SOUTH 74°51'59" EAST, A DISTANCE OF 67.29 FEET; THENCE SOUTH 66°45'36" EAST, A DISTANCE OF 97.02 FEET; THENCE SOUTH 85°11'46" EAST, A DISTANCE OF 38.40 FEET; THENCE NORTH 59°05'24" EAST, A DISTANCE OF 41.17 FEET; THENCE NORTH 41°14'57" EAST, A DISTANCE OF 96.05 FEET; THENCE NORTH 43°22'35" EAST, A DISTANCE OF 90.13 FEET; THENCE NORTH 28°00'24" EAST, A DISTANCE OF 51.35 FEET; THENCE NORTH 14°19'20" EAST, A DISTANCE OF 43.01 FEET; THENCE SOUTH 89°39'19" EAST, A DISTANCE OF 463.02 FEET; THENCE SOUTH 51°02'53" EAST, A DISTANCE OF 61.51 FEET; THENCE SOUTH 60°56'43" EAST, A DISTANCE OF 88.66 FEET; THENCE SOUTH 41°34'21" EAST, A DISTANCE OF 44.13 FEET; THENCE SOUTH 08°26'26" EAST, A DISTANCE OF 424.55 FEET; THENCE SOUTH 81°29'18" WEST, A DISTANCE OF 78.29 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 386.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 40°57'56", AND A CHORD BEARING AND DISTANCE OF NORTH 78°01'44" WEST 377.92 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE WESTERLY 663.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 82°39'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 81°07'22" WEST 607.58 FEET; THENCE SOUTH 39°47'30" WEST, A DISTANCE OF 458.64 FEET; THENCE CONTINUE ALONG SAID LINE, SOUTH 39°47'30" WEST A DISTANCE OF 116.80 FEET; THENCE NORTH 00°20'41" EAST, A DISTANCE OF 45.32 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

LOT 1 OF THE PLAT OF ANGELINE FARM & RED APPLE DEVELOPMENT, RECORDED IN PLAT BOOK 97 PAGE 18, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

TRACT 4 OF THE PLAT OF ANGELINE PHASE 3A, RECORDED IN PLAT BOOK 90, PAGE 112, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

SKETCH & DESCRIPTION – NOT A BOUNDARY SURVEY EXHIBIT "A"

LEGAL DESCRIPTION:

A TRACT OF LAND BEING PART OF THE WEST HALF (W 1/2) OF SECTION 20, TOWNSHIP 25 SOUTH, RANGE 18 EAST OF PASCO COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 20-25-18; THENCE SOUTH 00°15'04" WEST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 20, A DISTANCE OF 2750.34 FEET; THENCE SOUTH 78°29'38" EAST, A DISTANCE OF 87.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'24" EAST, A DISTANCE OF 386.59 FEET; THENCE NORTH 43°32'35" EAST, A DISTANCE OF 634.45 FEET; THENCE NORTH 71°47'19" EAST, A DISTANCE OF 148.23 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 7,923.00 FEET AND A CHORD WHICH BEARS SOUTH 14°05'19" EAST AND A DISTANCE OF 1176.07 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 1177.15 FEET; THENCE NORTH 55°30'52" WEST, A DISTANCE OF 133.96 FEET; THENCE NORTH 78°29'29" WEST, A DISTANCE OF 762.55 FEET TO THE POINT OF BEGINNING

CONTAINING 578,988.80 SQUARE FEET OR 13.29 ACRES, MORE OR LESS.

Legend:

CDD	COMMUNITY DEVELOPMENT DISTRICT
LB	LICENSED BUSINESS
LLC	LIMITED LIABILITY COMPANY
No	NUMBER
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PG	PAGE
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT OF WAY

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA WEST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2011 ADJUSTMENT). THE WEST BOUNDARY OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 18 EAST, HAVING A GRID BEARING OF S 00°08'23" W.

AARON J. MURPHY, PSM Date _____
Florida Professional Surveyor & Mapper No. 6768
for Hamilton Engineering and Surveying, LLC.
Certificate of Authorization No. LB8405

INFORMATION NOT COMPLETE
WITHOUT ALL SHEETS

Not valid without the signature and the original red wax seal of a Florida Professional Surveyor & Mapper



HAMILTON
ENGINEERING & SURVEYING, LLC
LELAND, CA 94044

3810 W. LEMON ST.
TAMPA, FL 33609
813.250.3535

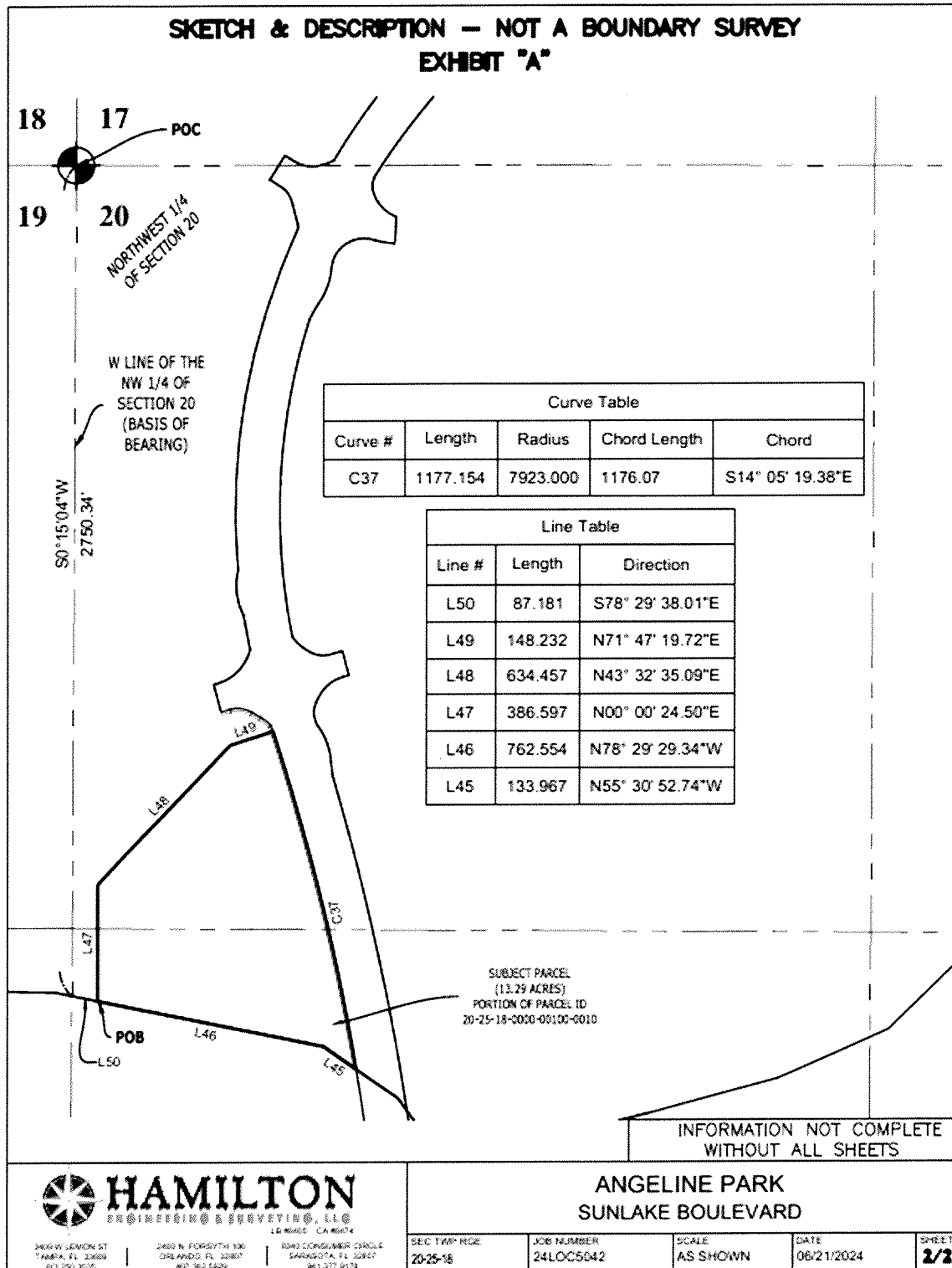
2460 N. FORTYFTH ST.
ORLANDO, FL 32807
407.382.5525

6545 CONSUMERS CIRCLE
SARASOTA, FL 34237
941.377.9473

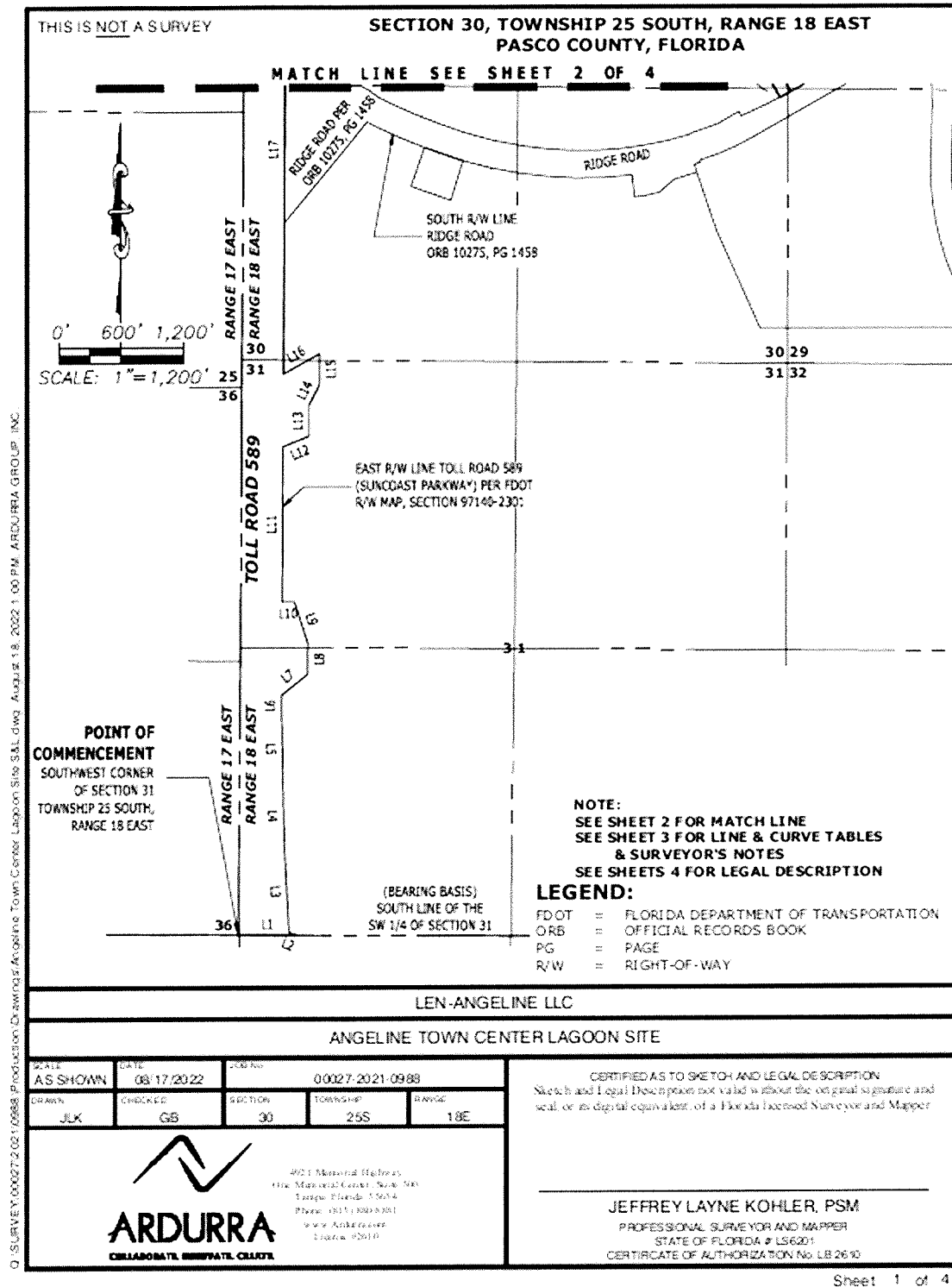
**ANGELINE PARK SITE
SUNLAKE BOULEVARD**

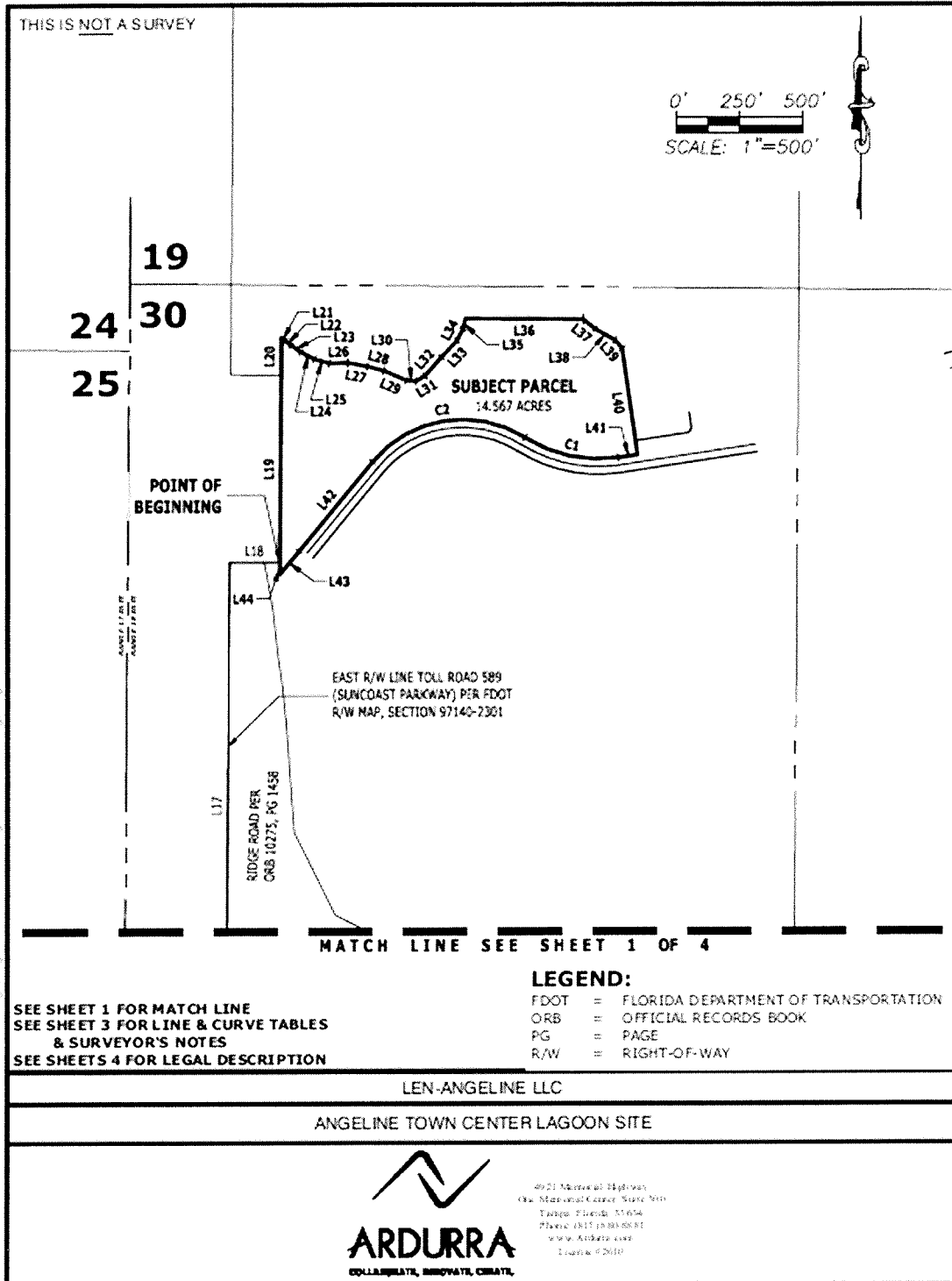
SEC TWP RGE 20-25-18	JOB NUMBER 24LOC5042	SCALE AS SHOWN	DATE 06/21/2024	SHEET 1/2
-------------------------	-------------------------	-------------------	--------------------	---------------------

1. 10-2020: Lemo-Angeline-LLC00714-Plan-Block & Legend-00714-Angeline Park Site-06-18-2024.dwg (6/17/2024) (14:28:20) - 10/2/2024



TOGETHER WITH:





Sheet 2 of 4

THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°41'28"E	535.36'
L2	N67°42'17"W	72.88'
L3	N03°00'19"W	800.25'
L4	N01°34'23"W	651.14'
L5	N01°01'57"W	645.08'
L6	N00°19'30"W	198.84'
L7	N51°36'49"E	318.98'
L8	N20°18'58"E	298.60'
L9	N17°39'34"W	420.59'
L10	N89°39'19"W	120.00'
L11	N00°20'41"E	1,500.00'
L12	N68°32'36"E	269.28'
L13	N00°20'41"E	300.00'
L14	N26°54'35"E	223.61'
L15	N00°20'41"E	300.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L16	S60°35'59"W	403.11'
L17	N00°20'41"E	4,325.13'
L18	S89°39'19"E	200.00'
L19	N00°20'41"E	740.00'
L20	N00°20'41"E	148.42'
L21	S46°48'06"E	15.49'
L22	S54°56'50"E	28.54'
L23	S55°06'06"E	49.40'
L24	S62°15'12"E	58.60'
L25	S74°34'23"E	63.01'
L26	N88°51'47"E	75.74'
L27	S79°59'56"E	77.22'
L28	S74°51'59"E	67.29'
L29	S66°45'36"E	97.01'
L30	S85°11'46"E	38.40'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N59°05'24"E	41.17'
L32	N41°14'57"E	96.05'
L33	N43°22'35"E	90.13'
L34	N28°00'24"E	51.35'
L35	N14°19'20"E	43.01'
L36	S89°39'19"E	463.02'
L37	S51°02'53"E	61.51'
L38	S60°56'43"E	88.66'
L39	S41°34'21"E	44.13'
L40	S08°26'26"E	424.55'
L41	S81°29'18"W	78.29'
L42	S39°47'30"W	458.64'
L43	S39°47'30"W	116.80'
L44	N00°20'41"E	45.32'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	386.09'	540.00'	40°57'56"	N78°01'44"W	377.92'
C2	663.65'	460.00'	82°39'44"	S81°07'22"W	607.58'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST, BEING SOUTH 89°41'28" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LEN-ANGELINE LLC

ANGELINE TOWN CENTER LAGOON SITE



4021 Midway Rd Highway
 New Market Center, Suite 500
 Tampa, Florida 33634
 Phone: (813) 888-0001
 www.ardura.com
 License #25410

Sheet 3 of 4

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING A PORTION SECTION 30, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4"x4" CONCRETE MONUMENT STAMPED "SWFWMD" AT THE SOUTHWEST CORNER OF TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°41'28" EAST, ALONG THE SOUTH LINE OF SAID TOWNSHIP 25 SOUTH, SAME BEING THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 18 EAST, A DISTANCE OF 555.36 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF TOLL ROAD 589 (SUNCOAST PARKWAY) ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, STATE PROJECT NUMBER 97140-2301, SAME BEING THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, THE FOLLOWING SEVENTEEN (17) COURSES: (1) NORTH 67°42'17" WEST, A DISTANCE OF 72.88 FEET; (2) NORTH 03°00'19" WEST, A DISTANCE OF 800.25 FEET; (3) NORTH 01°34'23" WEST, A DISTANCE OF 651.14 FEET; (4) NORTH 01°01'57" WEST, A DISTANCE OF 645.08 FEET; (5) NORTH 00°19'30" WEST, A DISTANCE OF 198.84 FEET; (6) NORTH 51°36'49" EAST, A DISTANCE OF 318.98 FEET; (7) NORTH 00°18'58" EAST, A DISTANCE OF 298.66 FEET; (8) NORTH 17°39'34" WEST, A DISTANCE OF 420.59 FEET; (9) NORTH 89°39'19" WEST, A DISTANCE OF 120.00 FEET; (10) NORTH 00°20'41" EAST, A DISTANCE OF 1,500.00 FEET; (11) NORTH 68°32'36" EAST, A DISTANCE OF 269.26 FEET; (12) NORTH 00°20'41" EAST, A DISTANCE OF 300.00 FEET; (13) NORTH 26°54'35" EAST, A DISTANCE OF 223.61 FEET; (14) NORTH 00°20'41" EAST, A DISTANCE OF 300.00 FEET; (15) SOUTH 60°35'59" WEST, A DISTANCE OF 403.11 FEET; (16) NORTH 00°20'41" EAST, A DISTANCE OF 4,325.13 FEET; (17) SOUTH 89°39'19" EAST, A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°20'41" EAST, A DISTANCE OF 740.00 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 00°20'41" EAST A DISTANCE OF 148.42 FEET; THENCE SOUTH 46°48'06" EAST, A DISTANCE OF 19.49 FEET; THENCE SOUTH 54°56'50" EAST, A DISTANCE OF 28.54 FEET; THENCE SOUTH 55°06'06" EAST, A DISTANCE OF 49.40 FEET; THENCE SOUTH 62°15'12" EAST, A DISTANCE OF 58.60 FEET; THENCE SOUTH 74°34'23" EAST, A DISTANCE OF 63.01 FEET; THENCE NORTH 88°51'47" EAST, A DISTANCE OF 75.74 FEET; THENCE SOUTH 79°59'56" EAST, A DISTANCE OF 77.22 FEET; THENCE SOUTH 74°51'59" EAST, A DISTANCE OF 67.29 FEET; THENCE SOUTH 66°45'36" EAST, A DISTANCE OF 97.02 FEET; THENCE SOUTH 85°11'46" EAST, A DISTANCE OF 38.40 FEET; THENCE NORTH 59°05'24" EAST, A DISTANCE OF 41.17 FEET; THENCE NORTH 41°14'57" EAST, A DISTANCE OF 96.05 FEET; THENCE NORTH 43°22'35" EAST, A DISTANCE OF 90.13 FEET; THENCE NORTH 28°00'24" EAST, A DISTANCE OF 51.35 FEET; THENCE NORTH 14°19'20" EAST, A DISTANCE OF 43.01 FEET; THENCE SOUTH 89°39'19" EAST, A DISTANCE OF 463.02 FEET; THENCE SOUTH 51°02'53" EAST, A DISTANCE OF 61.51 FEET; THENCE SOUTH 60°56'43" EAST, A DISTANCE OF 88.66 FEET; THENCE SOUTH 41°34'21" EAST, A DISTANCE OF 44.13 FEET; THENCE SOUTH 08°26'26" EAST, A DISTANCE OF 424.55 FEET; THENCE SOUTH 81°29'18" WEST, A DISTANCE OF 78.29 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 386.09 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 40°57'56", AND A CHORD BEARING AND DISTANCE OF NORTH 78°01'44" WEST 377.92 FEET TO A POINT OF REVERSE CURVE TO THE LEFT; THENCE WESTERLY 663.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 460.00 FEET, A CENTRAL ANGLE OF 82°39'44", AND A CHORD BEARING AND DISTANCE OF SOUTH 81°07'22" WEST 607.58 FEET; THENCE SOUTH 39°47'30" WEST, A DISTANCE OF 458.64 FEET; THENCE CONTINUE ALONG SAID LINE, SOUTH 39°47'30" WEST A DISTANCE OF 116.80 FEET; THENCE NORTH 00°20'41" EAST, A DISTANCE OF 45.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.567 ACRES.

LEN-ANGELINE LLC

ANGELINE TOWN CENTER LAGOON SITE



4921 Macmillan Highway
 One Macmillan Center, Suite 300
 Tampa, Florida 33634
 Phone: (813) 960-8581
 www.ardurra.com
 Established 2011

Sheet 4 of 4

EXHIBIT B**LEGAL DESCRIPTION OF THE DEVELOPMENT****INITIAL LEGAL DESCRIPTION OF ANGELINE:**

LOTS 1 – 360 OF THE PLAT OF ANGELINE PHASES 1A, 1B, 1C, AND 1D, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 87, PAGE 72, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1 – 92 OF THE PLAT OF ANGELINE PHASE 1E, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 93, PAGE 1, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1 – 185 OF THE PLAT OF ANGELINE PHASE 2A, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 97, PAGE 53, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 186 – 290 OF THE PLAT OF ANGELINE PHASE 2B, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 96, PAGE 27, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1 – 72 OF THE PLAT OF ANGELINE PHASE 2C, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 97, PAGE 58, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1 – 146 OF THE PLAT OF ANGELINE PHASE 3A, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 90, PAGE 112, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 147 – 272 OF THE PLAT OF ANGELINE PHASE 3B-1, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 91, PAGE 3 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 273 – 375 OF THE PLAT OF ANGELINE PHASE 3B-2, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 92, PAGE 35 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 376 – 486 OF THE PLAT OF ANGELINE PHASE 3C, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 93, PAGE 89 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 1 – 263 OF THE PLAT OF ANGELINE PHASE 4A, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 94, PAGE 108 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 264 – 412 OF THE PLAT OF ANGELINE PHASE 4B, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 94, PAGE 118 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 413 – 473 and 754 – 905 OF THE PLAT OF ANGELINE PHASES 4C AND 4E, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 96, PAGE 1 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 474 – 753 OF THE PLAT OF ANGELINE PHASE 4D, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 96, PAGE 87 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

LOTS 906 – 1012 OF THE PLAT OF ANGELINE PHASE 4F, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 94, PAGE 93 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH:

PHASE 5:

A PARCEL OF LAND LYING IN SECTIONS 20, 21, 28 AND 29, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 18 EAST; THENCE SOUTH 89°19'42" EAST, A DISTANCE OF 18.10 FEET; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 20, SOUTH 00°00'00" EAST, A DISTANCE OF 161.86 FEET TO THE POINT OF BEGINNING, BEING THE BEGINNING OF A CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5,140.00 FEET, A CENTRAL ANGLE OF 12°35'59" AND A CHORD WHICH BEARS NORTH 67°59'28" EAST, A DISTANCE OF 1,128.04 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1,130.32 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2,795.00 FEET, A CENTRAL ANGLE OF 23°10'38" AND A CHORD WHICH BEARS NORTH 73°16'48" EAST, A DISTANCE OF 1,122.93 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1,130.63 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 3,000.00 FEET, A CENTRAL ANGLE OF 10°39'39" AND A CHORD WHICH BEARS NORTH 79°32'17" EAST, A DISTANCE OF 557.40 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 558.21 FEET; THENCE NORTH 89°50'10" EAST, A DISTANCE OF 460.62 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,400.00 FEET, A CENTRAL ANGLE OF 23°32'37" AND A CHORD WHICH BEARS SOUTH 86°41'54" EAST, A DISTANCE OF 571.24 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 575.28 FEET; THENCE SOUTH 28°20'13" EAST, A DISTANCE OF 565.31 FEET; THENCE SOUTH 07°13'08" EAST, A DISTANCE OF 34.17 FEET; THENCE SOUTH 34°16'51" WEST, A DISTANCE OF 52.41 FEET; THENCE SOUTH 33°02'54" WEST, A DISTANCE OF 665.46 FEET; THENCE SOUTH 30°01'27" WEST, A DISTANCE OF 271.34 FEET; THENCE SOUTH 34°26'29" WEST, A DISTANCE OF 248.74 FEET; THENCE NORTH 33°05'32" WEST, A DISTANCE OF 954.83 FEET; THENCE NORTH 15°35'39" WEST, A DISTANCE OF 61.32 FEET; THENCE NORTH 50°54'41" WEST, A DISTANCE OF 278.90 FEET; THENCE SOUTH 60°08'43" WEST, A DISTANCE OF 185.61 FEET; THENCE SOUTH 26°23'36" WEST, A DISTANCE OF 267.74 FEET; THENCE SOUTH 53°32'50" WEST, A DISTANCE OF 728.27 FEET; THENCE SOUTH 11°06'59" WEST, A DISTANCE OF 1,038.83 FEET TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF RIDGE ROAD AS RECORDED IN OFFICIAL RECORD BOOK 11060,

PAGE 2383 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, BEING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2,774.13 FEET, A CENTRAL ANGLE OF 8°26'12" AND A CHORD WHICH BEARS NORTH 89°42'48" WEST, A DISTANCE OF 408.12 FEET; THENCE RUN THE FOLLOWING TWO (2) COURSES: 1) ALONG THE ARC OF SAID CURVATURE TO THE RIGHT, A DISTANCE OF 408.48 FEET; 2) NORTH 85°27'00" WEST, A DISTANCE OF 260.26 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY OF SAID RIDGE ROAD, NORTH 37°20'15" EAST, A DISTANCE OF 81.50 FEET; THENCE NORTH 28°40'01" EAST, A DISTANCE OF 561.22 FEET; THENCE NORTH 61°21'44" WEST, A DISTANCE OF 451.25 FEET; THENCE SOUTH 84°33'25" WEST, A DISTANCE OF 55.23 FEET; THENCE NORTH 53°51'35" WEST, A DISTANCE OF 92.85 FEET; THENCE NORTH 58°07'50" WEST, A DISTANCE OF 687.46 FEET; THENCE NORTH 08°09'06" WEST, A DISTANCE OF 25.21 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 117.86 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 3.88 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 85.00 FEET; THENCE NORTH 13°25'16" WEST, A DISTANCE OF 45.80 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 23°58'14" AND A CHORD WHICH BEARS NORTH 07°51'05" WEST, A DISTANCE OF 10.38 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 10.46 FEET; THENCE NORTH 19°50'12" WEST, A DISTANCE OF 16.25 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 4235770.31 SQUARE FEET OR 97.24 ACRES, MORE OR LESS.

TOGETHER WITH:

PHASE 6

A PARCEL OF LAND LYING IN SECTIONS 28, 29, 32, AND 33, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 18 EAST; THENCE RUN ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29, NORTH 89°20'08" WEST, A DISTANCE OF 365.13 FEET; THENCE DEPARTING NORTH LINE OF SAID SECTION 29, SOUTH 00°39'52" WEST, A DISTANCE OF 1822.90 FEET TO THE POINT OF BEGINNING BEING A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY OF RIDGE ROAD AS RECORDED IN OFFICIAL RECORD BOOK 11060, PAGE 2383 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; AND BEING A POINT ON A CURVE TO THE RIGHT, THENCE RUN THE FOLLOWING THREE (3) COURSES: 1) ALONG SAID CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 605.62 FEET HAVING A RADIUS OF 2764.78 FEET, A CENTRAL ANGLE OF 12°33'02" AND A HAVING A CHORD WHICH BEARS NORTH 88°16'31" EAST, A DISTANCE OF 604.41 FEET; 2) SOUTH 85°26'58" EAST, A DISTANCE OF 826.33 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2964.78 FEET, A CENTRAL ANGLE OF 08°18'31", AND A CHORD WHICH BEARS SOUTH 89°36'13" EAST, A DISTANCE OF 429.55 FEET; 3) ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 429.93 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 03°45'28" EAST, A DISTANCE OF 105.08 FEET; THENCE NORTH 84°56'03" EAST, A DISTANCE OF 238.92 FEET; THENCE NORTH 08°01'42" WEST, A DISTANCE OF 108.92 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, THENCE RUN ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 703.38 FEET; HAVING A RADIUS OF 2964.78 FEET, A CENTRAL ANGLE OF 13°35'35" AND A CHORD WHICH BEARS NORTH 74°58'54" EAST, A DISTANCE OF 701.73 FEET; 2) NORTH 68°11'07" EAST, A DISTANCE OF 869.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2764.78 FEET, A CENTRAL ANGLE OF 16°25'03", AND A CHORD WHICH BEARS NORTH 76°23'38" EAST, A DISTANCE OF 789.51 FEET; 3) ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 792.22 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY SOUTH 02°44'30" WEST, A DISTANCE OF 114.13 FEET; THENCE SOUTH 15°48'17" EAST, A DISTANCE OF 100.01 FEET; THENCE SOUTH 00°32'31" EAST, A DISTANCE OF 115.59 FEET; THENCE SOUTH 10°00'14" EAST, A DISTANCE OF 574.02 FEET;

THENCE SOUTH 45°27'11" EAST, A DISTANCE OF 110.59 FEET; THENCE SOUTH 30°22'59" WEST, A DISTANCE OF 194.43 FEET; THENCE SOUTH 59°37'01" EAST, A DISTANCE OF 42.45 FEET; THENCE NORTH 34°40'08" EAST, A DISTANCE OF 212.31 FEET; THENCE NORTH 04°23'03" EAST, A DISTANCE OF 82.17 FEET; THENCE NORTH 06°41'13" EAST, A DISTANCE OF 161.48 FEET; THENCE NORTH 00°11'53" WEST, A DISTANCE OF 249.10 FEET; THENCE NORTH 88°12'47" EAST, A DISTANCE OF 82.01 FEET; THENCE NORTH 09°13'28" EAST, A DISTANCE OF 102.10 FEET; THENCE NORTH 38°26'33" EAST, A DISTANCE OF 145.17 FEET; THENCE NORTH 34°00'55" EAST, A DISTANCE OF 88.50 FEET; THENCE NORTH 62°49'41" EAST, A DISTANCE OF 84.21 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 160.80 FEET TO A POINT LYING ON SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 87°42'27" EAST, A DISTANCE OF 624.39 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 04°09'56" EAST, A DISTANCE OF 12.00 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5896.57 FEET, A CENTRAL ANGLE OF 00°59'55" AND A CHORD WHICH BEARS NORTH 85°20'07" EAST, A DISTANCE OF 102.76 FEET; THENCE ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 102.76 FEET; THENCE SOUTH 05°09'51" EAST, A DISTANCE OF 142.86 FEET; THENCE SOUTH 65°34'24" EAST, A DISTANCE OF 144.73 FEET; THENCE SOUTH 40°44'08" EAST, A DISTANCE OF 298.99 FEET; THENCE SOUTH 57°29'07" EAST, A DISTANCE OF 64.63 FEET; THENCE NORTH 32°30'53" EAST, A DISTANCE OF 53.72 FEET; THENCE NORTH 16°25'49" WEST, A DISTANCE OF 478.26 FEET; THENCE NORTH 21°48'27" WEST, A DISTANCE OF 15.48 FEET; THENCE NORTH 81°30'15" EAST, A DISTANCE OF 40.09 FEET; THENCE SOUTH 21°47'43" EAST, A DISTANCE OF 2,552.95 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,814.93 FEET AND A CHORD WHICH BEARS SOUTH 14°44'12" EAST, A DISTANCE 691.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 693.59 FEET; THENCE SOUTH 07°40'40" EAST, A DISTANCE OF 4,736.56 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,914.93 FEET AND A CHORD WHICH BEARS SOUTH 21°18'51" EAST, A DISTANCE 1,374.44 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 1,387.51 FEET; THENCE SOUTH 34°57'02" EAST, A DISTANCE OF 865.11 FEET TO THE SOUTH BOUNDARY OF SECTION 34; THENCE ALONG THE SOUTH BOUNDARY OF SECTION 34, NORTH 89°42'46" WEST, A DISTANCE OF 447.51 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SECTION 33, NORTH 89°42'18" WEST, A DISTANCE OF 2,647.78 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SECTION 33, NORTH 89°40'15" WEST, A DISTANCE OF 2,646.07 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SECTION 32, NORTH 89°41'31" WEST, A DISTANCE OF 2,189.91 FEET; THENCE DEPARTING FROM THE SOUTH BOUNDARY, NORTH 16°34'03" WEST, A DISTANCE OF 971.94 FEET; THENCE NORTH 56°00'00" EAST, A DISTANCE OF 64.43 FEET; THENCE NORTH 19°12'04" WEST, A DISTANCE OF 45.62 FEET; THENCE NORTH 02°00'15" WEST, A DISTANCE OF 41.47 FEET; THENCE NORTH 06°56'04" EAST, A DISTANCE OF 67.68 FEET; THENCE NORTH 33°19'48" EAST, A DISTANCE OF 41.68 FEET; THENCE NORTH 41°04'47" EAST, A DISTANCE OF 39.47 FEET; THENCE NORTH 41°26'57" EAST, A DISTANCE OF 44.01 FEET; THENCE NORTH 34°31'09" EAST, A DISTANCE OF 57.89 FEET; THENCE NORTH 36°51'56" EAST, A DISTANCE OF 45.24 FEET; THENCE NORTH 76°17'37" EAST, A DISTANCE OF 39.15 FEET; THENCE NORTH 64°00'04" EAST, A DISTANCE OF 40.78 FEET; THENCE NORTH 25°28'13" EAST, A DISTANCE OF 38.95 FEET; THENCE NORTH 11°40'05" EAST, A DISTANCE OF 30.91 FEET; THENCE NORTH 05°55'45" EAST, A DISTANCE OF 49.08 FEET; THENCE NORTH 02°20'14" EAST, A DISTANCE OF 71.27 FEET; THENCE NORTH 01°22'43" EAST, A DISTANCE OF 49.90 FEET; THENCE NORTH 10°20'14" WEST, A DISTANCE OF 46.92 FEET; THENCE NORTH 71°32'26" WEST, A DISTANCE OF 39.04 FEET; THENCE SOUTH 82°50'18" WEST, A DISTANCE OF 47.08 FEET; THENCE SOUTH 59°00'08" WEST, A DISTANCE OF 50.45 FEET; THENCE SOUTH 77°28'29" WEST, A DISTANCE OF 60.59 FEET; THENCE SOUTH 79°48'24" WEST, A DISTANCE OF 41.70 FEET; THENCE SOUTH 60°40'19" WEST, A DISTANCE OF 70.73 FEET; THENCE SOUTH 61°41'01" WEST, A DISTANCE OF 47.24 FEET; THENCE SOUTH 22°55'56" WEST, A DISTANCE OF 72.72 FEET; THENCE SOUTH 17°29'31" WEST, A DISTANCE OF 129.34 FEET; THENCE NORTH 16°34'03" WEST, A DISTANCE OF 1,102.99 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,423.12 FEET AND A CHORD WHICH BEARS NORTH 13°45'29" WEST AND A DISTANCE OF 237.64 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 237.74 FEET; THENCE NORTH 79°03'15" EAST, A DISTANCE OF 15.01 FEET; THENCE NORTH 75°40'12" EAST, A DISTANCE OF 252.90 FEET; TO A POINT OF CURVATURE OF A

CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CHORD WHICH BEARS NORTH 30°40'12" EAST, A DISTANCE 108.89 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 120.95 FEET; THENCE NORTH 14°19'48" WEST, A DISTANCE OF 47.16 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CHORD WHICH BEARS NORTH 52°33'27" WEST, A DISTANCE 95.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 102.75 FEET; THENCE SOUTH 89°12'53" WEST, A DISTANCE OF 58.76 FEET; THENCE NORTH 57°02'27" WEST, A DISTANCE OF 71.25 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 77.00 FEET AND A CHORD WHICH BEARS NORTH 79°49'42" WEST, A DISTANCE 59.65 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 61.25 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 88.41 FEET AND A CHORD WHICH BEARS NORTH 54°50'18" WEST AND A DISTANCE OF 95.40 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 100.76 FEET; THENCE SOUTH 87°45'47" WEST, A DISTANCE OF 15.01 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,423.12 FEET AND A CHORD WHICH BEARS NORTH 01°07'06" WEST AND A DISTANCE OF 94.61 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 94.62 FEET; THENCE EAST, A DISTANCE OF 1,542.50 FEET; THENCE NORTH 26°00'00" WEST, A DISTANCE OF 684.87 FEET; THENCE NORTH 40°00'00" WEST, A DISTANCE OF 794.12 FEET; THENCE NORTH 17°00'00" EAST, A DISTANCE OF 950.00 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 842.50 FEET AND A CHORD WHICH BEARS SOUTH 89°30'43" WEST AND A DISTANCE OF 506.35 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 514.30 FEET; THENCE SOUTH 72°01'27" WEST, A DISTANCE OF 454.81 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS SOUTH 36°55'08" WEST, A DISTANCE 28.75 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 30.64 FEET TO THE EASTERLY RIGHT-OF-WAY OF NORTH SUNLAKE BOULEVARD; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,542.47 FEET AND A CHORD WHICH BEARS NORTH 20°09'19" WEST AND A DISTANCE OF 324.82 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 325.04 FEET ALONG SAID RIGHT-OF-WAY; THENCE NORTH 23°49'04" WEST, A DISTANCE OF 375.88 FEET ALONG SAID RIGHT-OF-WAY; THENCE NORTH 64°54'49" EAST, A DISTANCE OF 93.73 FEET; THENCE NORTH 25°05'11" WEST, A DISTANCE OF 19.80 FEET; THENCE NORTH 64°54'49" EAST, A DISTANCE OF 28.74 FEET; THENCE NORTH 25°06'29" EAST, A DISTANCE OF 7.81 FEET; THENCE NORTH 25°05'11" WEST, A DISTANCE OF 8.00 FEET; THENCE NORTH 75°16'51" WEST, A DISTANCE OF 7.81 FEET; THENCE SOUTH 64°54'49" WEST, A DISTANCE OF 28.74 FEET; THENCE NORTH 25°05'11" WEST, A DISTANCE OF 42.43 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS NORTH 15°42'08" EAST AND A DISTANCE OF 38.02 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 38.68 FEET; THENCE NORTH 02°46'01" WEST, A DISTANCE OF 42.74 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS NORTH 13°58'44" WEST, A DISTANCE 23.33 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 23.48 FEET; THENCE NORTH 25°11'26" WEST, A DISTANCE OF 48.83 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 15.00 FEET AND A CHORD WHICH BEARS NORTH 17°29'26" WEST, A DISTANCE 4.02 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 4.03 FEET; THENCE NORTH 09°47'25" WEST, A DISTANCE OF 33.16 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS NORTH 18°04'33" WEST, A DISTANCE 17.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 17.35 FEET; THENCE NORTH 26°21'41" WEST, A DISTANCE OF 3.83 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET AND A CHORD WHICH BEARS NORTH 36°31'58" WEST, A DISTANCE 21.19 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 21.30 FEET; THENCE NORTH 66°10'56" EAST, A DISTANCE OF 420.33 FEET; THENCE NORTH 28°00'00" EAST, A DISTANCE OF 1,235.97 FEET; THENCE NORTH 31°00'00" WEST, A DISTANCE OF 768.38 FEET; THENCE NORTH 07°00'00" WEST,

A DISTANCE OF 481.89 FEET; THENCE NORTH 28°00'00" WEST, A DISTANCE OF 648.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 63463044.4 SQUARE FEET OR 1456.79 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 1

A PARCEL OF LAND IN SECTION 29, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA THENCE SOUTH 89°26'12" EAST ALONG SAID SOUTHERN LINE OF SAID SECTION 29 A DISTANCE OF 1296.15 FEET; THENCE NORTH 00°33'48" EAST, A DISTANCE OF 195.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°00'00" WEST, A DISTANCE OF 133.82 FEET; THENCE NORTHERLY, A DISTANCE OF 210.38 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES NORTH 75°36'47" WEST A RADIUS OF 325.00 FEET, AND HAVING A CENTRAL ANGLE OF 37°05'23" THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 67°17'51" EAST, A DISTANCE OF 47.98 FEET; THENCE SOUTH 84°07'34" EAST, A DISTANCE OF 63.92 FEET; THENCE SOUTH 89°42'38" EAST, A DISTANCE OF 51.72 FEET; THENCE NORTH 84°39'28" EAST, A DISTANCE OF 79.67 FEET; THENCE SOUTH 46°32'07" EAST, A DISTANCE OF 48.64 FEET; THENCE SOUTH 64°04'19" EAST, A DISTANCE OF 68.84 FEET; THENCE SOUTH 07°50'43" WEST, A DISTANCE OF 47.26 FEET; THENCE SOUTH 29°01'44" WEST, A DISTANCE OF 41.30 FEET; THENCE SOUTH 38°30'29" WEST, A DISTANCE OF 38.80 FEET; THENCE SOUTH 52°18'37" WEST, A DISTANCE OF 64.78 FEET; THENCE SOUTH 60°55'53" WEST, A DISTANCE OF 102.75 FEET; THENCE SOUTH 28°53'59" WEST, A DISTANCE OF 12.84 FEET; TO THE POINT OF BEGINNING.

CONTAINING 66,007.36 SQUARE FEET OR 1.52 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 2

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89°40'15" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33, A DISTANCE OF 2,027.23 FEET; THENCE NORTH 00°19'45" EAST, A DISTANCE OF 1,436.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 57°09'05" WEST, A DISTANCE OF 43.98 FEET; THENCE NORTH 39°40'42" WEST, A DISTANCE OF 4.05 FEET; THENCE NORTH 49°25'45" WEST, A DISTANCE OF 19.85 FEET; THENCE NORTH 24°59'17" EAST, A DISTANCE OF 58.21 FEET; THENCE NORTH 24°55'45" EAST, A DISTANCE OF 74.10 FEET; THENCE NORTH 01°49'59" WEST, A DISTANCE OF 86.26 FEET; THENCE NORTH 04°18'49" EAST, A DISTANCE OF 99.08 FEET; THENCE NORTH 27°45'17" EAST, A DISTANCE OF 68.49 FEET; THENCE NORTH 17°20'32" WEST, A DISTANCE OF 112.58 FEET; THENCE NORTH 00°45'03" WEST, A DISTANCE OF 85.15 FEET; THENCE NORTH 05°21'27" WEST, A DISTANCE OF 79.07 FEET; THENCE NORTH 40°32'18" EAST, A DISTANCE OF 49.92 FEET; THENCE SOUTH 47°59'57" EAST, A DISTANCE OF 491.24 FEET; THENCE SOUTH 41°27'38" WEST, A DISTANCE OF 135.88 FEET; THENCE SOUTH 56°30'32" WEST, A DISTANCE OF 83.87 FEET; THENCE SOUTH 32°06'55" WEST, A DISTANCE OF 115.48 FEET; THENCE SOUTH 36°07'16" WEST, A DISTANCE OF 95.14 FEET; THENCE SOUTH 55°53'52" WEST, A DISTANCE OF 84.25 FEET; THENCE SOUTH 70°50'08" WEST, A DISTANCE OF 48.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 152,083.25 SQUARE FEET OR 3.49 ACRES, MORE OR LESS.

LESS AND EXCEPT PARCEL 3

A PARCEL OF LAND IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 33; THENCE SOUTH 89°40'15" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33, A DISTANCE OF 1,790.38 FEET; THENCE NORTH 00°19'45" EAST, A DISTANCE OF 919.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 51°43'31" WEST, A DISTANCE OF 82.19 FEET; THENCE NORTH 05°05'22" WEST, A DISTANCE OF 84.67 FEET; THENCE NORTH 21°25'54" EAST, A DISTANCE OF 69.36 FEET; THENCE NORTH 10°35'14" EAST, A DISTANCE OF 65.12 FEET; THENCE NORTH 19°47'26" EAST, A DISTANCE OF 66.15 FEET; THENCE NORTH 29°06'03" EAST, A DISTANCE OF 75.91 FEET; THENCE NORTH 54°38'25" EAST, A DISTANCE OF 86.92 FEET; THENCE NORTH 16°01'25" EAST, A DISTANCE OF 48.80 FEET; THENCE NORTH 71°40'11" EAST, A DISTANCE OF 38.17 FEET; THENCE SOUTH 60°39'05" EAST, A DISTANCE OF 41.18 FEET; THENCE SOUTH 81°43'03" EAST, A DISTANCE OF 12.51 FEET; THENCE SOUTH 48°59'31" EAST, A DISTANCE OF 33.28 FEET; THENCE SOUTH 13°55'49" WEST, A DISTANCE OF 58.54 FEET; THENCE SOUTH 36°41'05" EAST, A DISTANCE OF 64.46 FEET; THENCE SOUTH 11°18'31" EAST, A DISTANCE OF 85.14 FEET; THENCE NORTH 64°45'12" EAST, A DISTANCE OF 112.32 FEET; THENCE SOUTH 67°10'10" EAST, A DISTANCE OF 99.20 FEET; THENCE SOUTH 66°38'07" EAST, A DISTANCE OF 93.15 FEET; THENCE SOUTH 86°39'18" EAST, A DISTANCE OF 92.60 FEET; THENCE SOUTH 81°11'06" EAST, A DISTANCE OF 81.87 FEET; THENCE SOUTH 87°27'37" EAST, A DISTANCE OF 129.85 FEET; THENCE SOUTH 67°56'11" EAST, A DISTANCE OF 70.40 FEET; THENCE SOUTH 82°44'40" EAST, A DISTANCE OF 82.52 FEET; THENCE NORTH 87°50'22" EAST, A DISTANCE OF 67.84 FEET; THENCE NORTH 56°58'46" EAST, A DISTANCE OF 2.65 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 942.50 FEET AND A CHORD WHICH BEARS SOUTH 02°41'27" EAST AND A DISTANCE OF 88.49 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 88.52 FEET; THENCE SOUTH, A DISTANCE OF 63.86 FEET; THENCE WEST, A DISTANCE OF 75.54 FEET; THENCE NORTH 60°02'58" WEST, A DISTANCE OF 94.00 FEET; THENCE SOUTH 83°13'06" WEST, A DISTANCE OF 79.90 FEET; THENCE SOUTH 61°58'23" WEST, A DISTANCE OF 85.67 FEET; THENCE SOUTH 75°05'25" WEST, A DISTANCE OF 118.49 FEET; THENCE NORTH 74°47'35" WEST, A DISTANCE OF 75.01 FEET; THENCE NORTH 76°14'19" WEST, A DISTANCE OF 69.84 FEET; THENCE SOUTH 78°04'29" WEST, A DISTANCE OF 75.20 FEET; THENCE NORTH 82°18'19" WEST, A DISTANCE OF 70.01 FEET; THENCE NORTH 24°22'55" WEST, A DISTANCE OF 85.29 FEET; THENCE NORTH 76°18'15" WEST, A DISTANCE OF 87.97 FEET; THENCE SOUTH 63°15'56" WEST, A DISTANCE OF 77.55 FEET; THENCE SOUTH 68°30'10" WEST, A DISTANCE OF 93.19 FEET; THENCE SOUTH 53°48'59" WEST, A DISTANCE OF 94.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 264,748.54 SQUARE FEET OR 6.08 ACRES, MORE OR LESS.

THE OVERALL CONTAINS 67,698,814.71 SQUARE FEET OR 1554.09 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 7:

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 25 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 89°40'45" WEST, A DISTANCE OF 2,652.86 FEET; THENCE NORTH 89°41'48" WEST, A DISTANCE OF 2,647.00 FEET; THENCE NORTH 89°41'28" WEST, A DISTANCE OF 2,075.10 FEET; THENCE NORTH 67°42'17" WEST, A DISTANCE OF 72.88 FEET; THENCE NORTH 03°00'19" WEST, A DISTANCE OF 800.25 FEET; THENCE NORTH 01°34'23" WEST, A DISTANCE OF 651.14 FEET; THENCE NORTH 01°01'57" WEST, A DISTANCE OF 537.84 FEET; THENCE EAST, A DISTANCE OF 5,064.90 FEET; THENCE SOUTH 67°04'06" EAST, A DISTANCE OF 1,076.46 FEET; THENCE SOUTH 89°59'35" EAST, A DISTANCE OF 1,272.72 FEET; THENCE NORTH 16°34'03" WEST, A DISTANCE OF 721.18 FEET; TO

A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,600.00 FEET AND A CHORD WHICH BEARS NORTH 01°15'34" WEST, A DISTANCE 1,372.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 1,389.31 FEET; THENCE NORTH 14°02'54" EAST, A DISTANCE OF 29.40 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,400.00 FEET AND A CHORD WHICH BEARS NORTH 09°31'45" EAST, A DISTANCE 378.20 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 378.60 FEET; THENCE TO A POINT ALONG THE WESTERN RIGHT-OF-WAY OF NORTH SUNLAKE BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 10798, PAGE 1944 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 85°08'07" EAST, A DISTANCE OF 142.54 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,542.47 FEET AND A CHORD WHICH BEARS NORTH 05°44'46" WEST AND A DISTANCE OF 948.17 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 953.75 FEET; THENCE DEPARTING SAID BOUNDARY OF SUNLAKE BOULEVARD TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS NORTH 36°55'08" EAST AND A DISTANCE OF 28.75 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 30.64 FEET; THENCE NORTH 72°01'27" EAST, A DISTANCE OF 454.81 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 842.50 FEET AND A CHORD WHICH BEARS NORTH 89°30'43" EAST, A DISTANCE 506.35 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 514.30 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 17°00'00" WEST, A DISTANCE OF 950.00 FEET; THENCE SOUTH 40°00'00" EAST, A DISTANCE OF 794.12 FEET; THENCE SOUTH 26°00'00" EAST, A DISTANCE OF 684.87 FEET; THENCE WEST, A DISTANCE OF 1,542.50 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,423.12 FEET AND A CHORD WHICH BEARS SOUTH 01°07'06" EAST AND A DISTANCE OF 94.61 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 94.62 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 87°45'47" EAST, A DISTANCE OF 15.01 FEET TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 88.41 FEET AND A CHORD WHICH BEARS SOUTH 54°50'18" EAST AND A DISTANCE OF 95.40 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 100.76 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 77.00 FEET AND A CHORD WHICH BEARS SOUTH 79°49'42" EAST AND A DISTANCE OF 59.65 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 61.25 FEET; THENCE SOUTH 57°02'27" EAST, A DISTANCE OF 71.25 FEET; THENCE NORTH 89°12'53" EAST, A DISTANCE OF 58.76 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CHORD WHICH BEARS SOUTH 52°33'27" EAST, A DISTANCE 95.29 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 102.75 FEET; THENCE SOUTH 14°19'48" EAST, A DISTANCE OF 47.16 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 77.00 FEET AND A CHORD WHICH BEARS SOUTH 30°40'12" WEST, A DISTANCE 108.89 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 120.95 FEET; THENCE SOUTH 75°40'12" WEST, A DISTANCE OF 252.90 FEET; THENCE SOUTH 79°03'15" WEST, A DISTANCE OF 15.01 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2,423.12 FEET AND A CHORD WHICH BEARS SOUTH 13°45'29" EAST AND A DISTANCE OF 237.64 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 237.74 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 16°34'03" EAST, A DISTANCE OF 1,102.99 FEET THENCE NORTH 17°29'31" EAST, A DISTANCE OF 129.34 FEET; THENCE NORTH 22°55'56" EAST, A DISTANCE OF 72.72 FEET; THENCE NORTH 61°41'01" EAST, A DISTANCE OF 47.24 FEET; THENCE NORTH 60°40'19" EAST, A DISTANCE OF 70.73 FEET; THENCE NORTH 79°48'24" EAST, A DISTANCE OF 41.70 FEET; THENCE NORTH 77°28'29" EAST, A DISTANCE OF 60.59 FEET; THENCE NORTH 59°00'08" EAST, A DISTANCE OF 50.45 FEET; THENCE NORTH 82°50'18" EAST, A DISTANCE OF 47.08 FEET; THENCE SOUTH 71°32'26" EAST, A DISTANCE OF 39.04 FEET; THENCE SOUTH 10°20'14" EAST, A DISTANCE OF 46.92 FEET; THENCE SOUTH 01°22'43" WEST, A DISTANCE OF 49.90 FEET; THENCE SOUTH 02°20'14" WEST, A DISTANCE OF 71.27 FEET; THENCE SOUTH 05°55'45" WEST, A DISTANCE OF 49.08 FEET; THENCE SOUTH 11°40'05" WEST, A DISTANCE OF 30.91 FEET; THENCE SOUTH 25°28'13" WEST, A DISTANCE OF 38.95 FEET; THENCE SOUTH

64°00'04" WEST, A DISTANCE OF 40.78 FEET; THENCE SOUTH 76°17'37" WEST, A DISTANCE OF 39.15 FEET; THENCE SOUTH 36°51'56" WEST, A DISTANCE OF 45.24 FEET; THENCE SOUTH 34°31'09" WEST, A DISTANCE OF 57.89 FEET; THENCE SOUTH 41°26'57" WEST, A DISTANCE OF 44.01 FEET; THENCE SOUTH 41°04'47" WEST, A DISTANCE OF 39.47 FEET; THENCE SOUTH 33°19'48" WEST, A DISTANCE OF 41.68 FEET; THENCE SOUTH 06°56'04" WEST, A DISTANCE OF 67.68 FEET; THENCE SOUTH 02°00'15" EAST, A DISTANCE OF 41.47 FEET; THENCE SOUTH 19°12'04" EAST, A DISTANCE OF 45.62 FEET; THENCE SOUTH 56°00'00" WEST, A DISTANCE OF 64.43 FEET; THENCE SOUTH 16°34'03" EAST, A DISTANCE OF 971.94 FEET; THENCE NORTH 89°41'31" WEST, A DISTANCE OF 453.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,372,662.91 SQUARE FEET OR 398.82 ACRES, MORE OR LESS.

ALTOGETHER CONTAINING 43,226,463.50 SQUARE FEET OR 992.34 ACRES, MORE OR LESS.

EXHIBIT C

INITIAL CLUB FACILITIES

- Phase 3 Non-heated Pool
- Phase 3 Pool Cabana
- Phase 3 Pool Deck
- Restroom Facility

EXHIBIT D

BASIC CLUB FACILITIES

- Resort-Style Water-Based Recreational Amenity
- Restroom Facility
- Structure Providing Shade
- Tot Lot
- Dog Park

EXHIBIT E

ADDITIONAL CLUB FACILITIES

- Resort-Style Water-Based Recreational Amenity
- Pool