

**PREPARED BY AND RETURN TO:**

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401 East Jackson Street, Suite 2200  
Tampa, Florida 33602

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

**FIRST AMENDMENT TO MASTER DECLARATION  
FOR  
LAKES OF HARMONY**

THIS FIRST AMENDMENT TO THE MASTER DECLARATION FOR LAKES OF HARMONY (this "**First Amendment**") is made by BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership (the "**Declarant**") and joined in by LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**RECITALS**

A. The Declarant recorded the Master Declaration for Lakes of Harmony in Official Records Book 4895, Page 1122, of the Public Records of Osceola County, Florida (the "**Declaration**").

B. Pursuant to Article XIX, Paragraph 19.1 of the Declaration, the Declarant may amend the Declaration until termination of Class "B" Control Period without the joinder or consent of any person or entity.

C. Class B Control Period has not terminated.

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

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

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

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

3. Article II, Paragraph 2.1 is hereby amended as follows:

2.1 Age-Qualified Occupant. A natural person who is fifty-five (55) years of age or older who has designated the Unit as the Age-Qualified Occupant's primary residence. ~~Occupancy as a primary residence shall be established by the mailing address for the individual, official address on file for voter registration or driver's license or other means to establish legal residency under Florida law.~~

4. Article II, Paragraph 2.14 is hereby amended as follows:

2.14 Club. ~~The LAKES OF HARMONY~~ HARMONY GOLF PRESERVE CLUB, including the Club Property and Club Facilities (as defined in the Club Plan) provided for the Owners pursuant to the provisions of the Club Plan. The Club and Club Facilities will be owned and controlled by the Club Owner (as defined in the Club Plan) and not by the Association.

5. Article II, Paragraph 2.15 is hereby amended as follows:

2.15 Club Plan. ~~THE LAKES OF HARMONY~~ HARMONY GOLF PRESERVE CLUB PLAN, together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as Exhibit F and made a part hereof. This Declaration is subordinate in all respects to the Club Plan.

6. The Club Plan attached as Exhibit F to the Declaration is hereby amended and replaced with the Club Plan attached as Schedule 1 to this First Amendment and incorporated herein by this reference.

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

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

[Signatures on the Following Page]

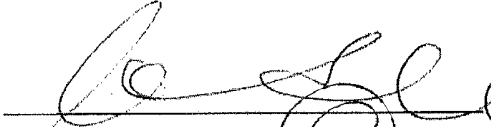
IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to be executed by its duly authorized representative as of this 30<sup>th</sup> day of June, 2016.


**WITNESSES:**

**"DECLARANT"**

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: VII GP HARMONY, L.L.C., a Delaware limited liability company, its General Partner

  
Print Name: Amber Sambora

By:   
Name: Robert Glantz  
Title: Authorized Agent

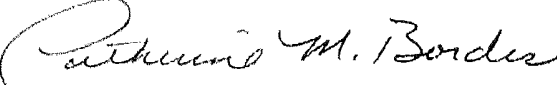
  
Print Name: KENT FOREMAN

[Company Seal]

STATE OF FLORIDA  
COUNTY OF MANATEE Osceola

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Robert Glantz, as Authorized Agent of VII GP HARMONY, L.L.C., a Delaware limited liability company, as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership. He/She [is personally known to me] [has produced \_\_\_\_\_ as identification].



  
Catherine M. Bordes

**JOINDER**

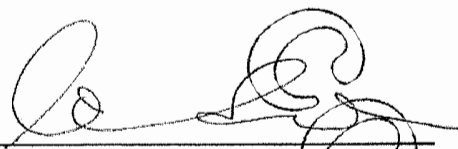
LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the First Amendment to Master Declaration for Lakes of Harmony (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the terms provided in the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30<sup>th</sup> day of June, 2016.


**WITNESSES:**

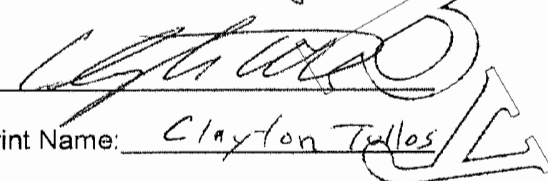
**"ASSOCIATION"**

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation



Print Name: Amber Jacobson

By:   
Bill Kouwenhoven  
President



Print Name: Clayton Tallos

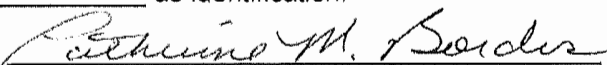
[Corporate Seal]

STATE OF FLORIDA

COUNTY OF MANATEE Osceola

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



  
Notary Public  
Print Name: Catherine M. Bordes

My Commission Expires: Sept. 25, 2018

**SCHEDULE 1**

Club Plan

[See Attached]

COPY

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2200  
Tampa, Florida 33602

**HARMONY GOLF PRESERVE**

**CLUB PLAN**

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**LIST OF EXHIBITS:**

- Exhibit A Club Property
- Exhibit B Legal Description of LAKES OF HARMONY

## HARMONY GOLF PRESERVE CLUB PLAN

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership (the "**Club Owner**"), is presently the owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**"). Club Owner hereby declares that the real property comprising LAKES OF HARMONY (as amended and supplemented from time to time as hereinafter permitted) shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan. THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. ALTHOUGH THIS CLUB PLAN IS AN EXHIBIT TO THE MASTER DECLARATION FOR LAKES OF HARMONY (THE "**DECLARATION**"), THE DECLARATION IS SUBORDINATE AND INFERIOR TO THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

1. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"**Assessments**" shall mean any and all assessments and charges levied by the Association in accordance with the Declaration.

"**Club**" shall mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time to the extent permitted by this Club Plan. The Club may be comprised of one or more parcels of land that may not be connected or adjacent to one another.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of this Club Plan and the Membership Plan (as defined herein), including without limitation, the Club Membership Fee.

"**Club Facilities**" shall mean the actual facilities, improvements and personal property that Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. Use rights in the Club Facilities for each Member shall be limited to the natural persons comprising a "**Family**" residing in the Unit. For purposes of determining use rights in the Club Facilities, "Family" means not more than two (2) natural persons who reside and live together in the Unit. The decision as to whether two (2) natural persons reside and constitute a qualifying Family shall be decided by Club Owner, in its reasonable discretion. Once designated and accepted by the Club Owner as a Family, no change in such persons so constituting the Family for a particular Unit may be made except with the Club Owner's approval. THE CLUB FACILITIES ARE SUBJECT TO CHANGE FROM TIME TO TIME AS HEREINAFTER PERMITTED.

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

"**Club Membership Fee**" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.1 hereof.

"**Club Owner**" shall mean the owner of the real property comprising the Club and its designees, successors and assigns, including without limitation, successors in title to the Club Property. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, is the Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club). Notwithstanding that the Club Owner and the Declarant may be the same party, affiliates or related

parties from time to time, each Owner acknowledges that Club Owner and Declarant shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by Declarant shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

**"Club Plan"** shall mean this document, together with all exhibits, schedules, amendments and modifications hereto. The Club Plan shall include the Membership Plan and the Club Rules and Regulations even though the same are not an exhibit hereto

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

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

**"Golf Facilities"** shall mean the golf course, pro shop, golf cart facilities, and other facilities and property directly related to the golf course located within the Club Property. The Club Owner shall own, operate and maintain the Golf Facilities. Use of the Golf Facilities shall be available to Members, subject to the Declaration and this Club Plan.

**"Initial Club Contribution"** shall have the meaning set forth in Section 7 hereof.

**"Lessee"** shall mean the lessee named in any written lease respecting a Unit who is legally entitled to possession of any Unit within LAKES OF HARMONY. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

**"Member"** shall mean every Owner (other than an Owner who has leased his Unit to a Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Unit. A Person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a Unit. Once an Owner leases a Unit, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Unit; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. Notwithstanding the foregoing, Club Owner may provide access to the Club for contract purchasers upon the signing of a membership agreement and payment of Club Dues. Club Owner shall establish qualification requirements, fees and dues for a contract purchaser to have use of the Club Facilities prior to becoming an Owner of a Unit. Once the purchaser obtains title to the Unit, then such purchaser shall be deemed an Owner and Member hereunder.

**"Membership Plan"** shall mean the document that describes the terms and conditions of the Members' membership in the Club. The Membership Plan need not be recorded in the Public Records in order to be effective. Club Owner may not remove any privileges of membership provided in this Club Plan, including the Membership Plan, without adding privileges of equal or greater value as reasonably determined by the Club Owner.

**"Parking Areas"** shall mean all areas designated for parking within the Club Facilities.

**"Special Use Fees"** shall have the meaning set forth in Section 6.7 hereof.

2. **Benefits of Club.** The Association by its joinder to this Club Plan, and each Owner by acceptance of title to a Unit, accept and acknowledge the terms of this Club Plan and agree as follows:



2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with LAKES OF HARMONY in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of LAKES OF HARMONY that can be improved with a Unit shall be burdened with the payment of Club Dues. Every Owner, except Builders, by acceptance of a deed to any Unit, shall automatically assume and agree to pay all Club Dues owing in connection with such Unit. Club Dues shall commence as to Builder-owned Units upon transfer of title of any such Unit to the end purchaser (i.e., an Owner that is not a Builder).

2.2 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to or upon that Owner executing a contract to purchase a Unit and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.3 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of the Association or Members but, rather, grant a non-exclusive license to use the Club Facilities subject to compliance with the obligations imposed by this Club Plan.

### 3. Club Facilities.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan, provided no such amendment that removes Club Property may result in a material diminution of the use privileges afforded by Owners by to the Membership Plan except as authorized by Section 3.2 below.

3.2 Club Facilities. The Club includes certain facilities on the Club Property (the "**Club Facilities**") that will be and shall remain the property of Club Owner, subject only to the provisions hereof. The Club Facilities as the same currently exist, together with the Club Owner's commitment to add to the Club Facilities is described in the Membership Plan as the "Club Facilities." The Club Owner shall not delete or remove Club Facilities unless the Club Owner replaces such removed Club Facilities with replacement facilities of like kind and quality, as reasonably determined by Club Owner.

3.3 Club Owner Reservations. Subject to the terms of this Club Plan, the Club Owner shall determine, in its sole discretion, the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Subject to the terms of this Club Plan, Club Owner shall have the right to:

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

3.3.2 without the payment of rent and without payment of utilities, maintain leasing and/or sales offices (for re-sales of (a) Units and (b) homes located outside of LAKES OF HARMONY but not initial retail sales of Units or homes located outside of LAKES OF HARMONY), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the re-sales of Units;

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

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of the Club or any improvements located within LAKES OF HARMONY;

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in marketing and promoting the sale of Units (a) Units and (b) homes located outside of LAKES OF HARMONY;

3.3.6 conduct other commercial activities within the Club deemed necessary, convenient, profitable and/or appropriate by Club Owner; and

3.3.7 develop, operate and maintain the Club, provided the Club Owner agrees to maintain all Club Facilities and the Club Property in a manner consistent with other clubs of like kind and quality offering membership within Central Florida.

3.4 [Intentionally Omitted]

3.5 Commercial Space. It is possible that portions of the Club Facilities may include a resale office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's reasonable discretion, but such commercial space shall not include a sales office for new homes within Harmony. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club.

3.6 Golf Facilities. Without limiting any other provision of this Club Plan, Club Owner shall have the following rights with respect to the Golf Facilities:

3.6.1 To allow public use of the Golf Facilities on such terms as conditions as may be established by the Club Owner in its sole and absolute discretion;

3.6.2 To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, pro shop or other facility on the Golf Facilities to a third party;

3.6.3 To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises;

3.6.4 To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf; and

3.6.5 To take all other actions with respect to operation, management and control of the Golf Facilities deemed necessary by the Club Owner in its sole and absolute discretion.

#### 4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Unit. If a Unit is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up one (1) person residing in the Unit who will be the Member of the Club with respect to such Unit. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner. Use rights in the Club Facilities for each Member shall be limited to the natural persons comprising a "Family" residing in the Unit. For purposes of determining use rights in the Club Facilities, "Family" means not more than two (2) natural persons who reside and live together in the Unit. The decision as to whether two (2) natural persons reside and constitute a qualifying Family shall be decided by Club Owner, in its reasonable discretion. Once designated and accepted by the Club Owner as a Family, no change in such persons so constituting the Family for a particular Unit may be made except with the Club Owner's approval.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in the Club Owner's sole and absolute discretion, the manner in which the Club Facilities will be made available to the public and the fees and charges that may be charged for such public use; provided however, Club Owner shall not offer the same or a higher level of benefits or programs to non-Owners at a lesser price than offered by Club Owner under the Club Plan to Owners.

4.3 Subordination. This Club Plan and the rights of Members to use the Club is not and shall not be subordinate to any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; but shall be subordinate to (a) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities as of the date of this Club Plan or hereinafter imposed provided any such new imposition shall not materially interfere with the intended use of the Club Facilities, and (b) any liens rights and financial obligations existing as a result of any mortgage placed on the Club by Club Owner that is effective as of the date this Club Plan was recorded in the Public Records. This provision shall be self-operative.

5. Ownership and Control of the Club.

5.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any Person or entity in its sole and absolute discretion at any time, provided the new owner agrees to be bound by the Club Plan.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Dues on a different basis than other Owners as may be provided in a Membership Plan. No Owner shall have the right to object to any other Owner paying greater or lesser Club Dues so long as the Club Dues applicable to any particular Unit is in accordance with this Club Plan and the Membership Plan.

6. Club Dues. In consideration of the Club Owner providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Unit shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and the Membership Plan. Club Owner presently intends to collect Club Dues in advance and on a yearly basis but reserves the right to change the payment period from time to time (e.g. to require payment on a quarterly or monthly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole and absolute discretion.

6.1 Club Membership Fee. Each Owner, other than Builders, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, a club membership fee in the amount of One Hundred Twenty and No/100 Dollars (\$120.00) per Unit per month (the "Club Membership Fee"). Club Owner shall have the right, but not the obligation, to increase the Club Membership Fee on January 1<sup>st</sup> of each year, commencing on January 1, 2018, by not more than three percent (3%) above the Club Membership Fee for the previous year. Any such increase in Club Membership Fee may be made by Club Owner without the joinder or consent of any Person or entity whatsoever.

6.2 Taxes. In addition to the Club Dues, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Dues. Currently, sales tax is payable on the entire amount of Club Dues.

6.3 Perpetual. Each Owner's obligation to pay Club Dues shall be perpetual regardless of whether such Unit is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.4 Individual Units. Owners of individual Units shall pay Club Dues for one membership per month per Unit. If an Owner owns more than one Unit, Club Dues are payable for each and every Unit owned by such Owner.

6.5 Excuse or Postponement. Club Owner may excuse or postpone the payment of Club Dues in its sole and absolute discretion.

6.6 Club Owner's Obligation. Under no circumstances shall Club Owner, Builders or Declarant be required to pay Club Dues.

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners. For those programs or events, if any, for which tickets are sold, Club Owner shall determine how to distribute any such tickets in its sole and absolute discretion.

6.8 Additional Club Dues. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.9 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner, other than Builders, on the day of the conveyance of title of a Unit to an Owner. Club Dues shall commence as to Builder-owned Units upon transfer of title of any such Unit to the end purchaser (i.e., an Owner that is not a Builder).

6.10 Time is of Essence. Faithful payment of the sums due and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.11 Obligation to Pay Real Estate Taxes and Other Expenses on Units. Each Owner shall pay all taxes, assessments and obligations relating to his or her Unit which if not paid, could become a lien against the Unit which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

7. Initial Club Contribution. There shall be collected upon every conveyance of a Unit to an Owner, including a Builder, a club contribution in the amount of Two Thousand and No/100 Dollars (\$2,000.00) per Unit (the "Initial Club Contribution"). The Initial Club Contribution shall not be applicable to conveyances from Declarant but shall be applicable to all conveyances by any other Owner, including Builders. The Initial Club Contribution shall be transferred to Club Owner 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 and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole and absolute discretion.

8. [Intentionally Omitted]

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner, by acceptance of a deed to a Unit, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, if applicable, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Unit and all personal property located thereon owned by the Owner. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Unit, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded in the Public Records. The Claim of Lien shall also cover any additional amounts that accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees 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 Unit at the time when the charge or fee became due, as well as such Person's heirs, devisees, personal representatives, successors or assigns. If a Unit is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Further, the lien created by this Section is superior to the lien of the Association for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right, in its sole and absolute discretion, to designate who shall collect Club Dues, Special Use Fees, and/or any charges levied hereunder.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Mortgagee on any Unit, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Unit, except in the event of a sale or transfer of a Unit pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall be liable for Club Dues that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2014) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed "assessments" subject to the provisions of Chapter 720, Florida Statutes. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, or the Unit from, the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

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

9.5 Non-Payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the

Unit to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, 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.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Unit.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Unit is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

9.8 Collection from Lessees. If a Unit is occupied by a Lessee and the Owner is delinquent in the payment of Club Dues, the Club Owner may demand from the Lessee payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Owner to the Club Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Club Owner and shall be credited to the monetary obligations of the Owner to the Club Owner; provided, however, if within fourteen (14) days from the written demand of the Club Owner, the Lessee provides the Club Owner with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

## 10. Operations.

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

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Units, may enforce the Club Rules and Regulations, and prepare the operating budget for the Club.

11. [Intentionally Omitted]

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 and/or the Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Unit. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees 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. Each Member and other Person entitled to use the Club shall comply with following general restrictions:

14.1 Minors. Minors (i.e., individuals under the age of eighteen (18)) are permitted to use the Club Facilities only in accordance with the Club Rules and Regulations.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any Person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any Person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Facilities. No trailers or boats may be parked on the Club Property at any time.

14.4 Activities. Any Member, guest or other Person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. A Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member or guests of the Member. No Member may use the Club Facilities for any club, society, 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 belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. A Member agrees to indemnify and hold harmless Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, to the extent caused by use of the Club Facilities by the Member and the Member's guests. Losses shall include the deductible payable under any of the Club's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member 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. Club Owner may adopt reasonable and non-discriminatory rules and regulations ("Club Rules and Regulations") from time to time. Such Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club and become familiar with the same. Such Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

14.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in

Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Club Rules and Regulations.

15.1 Basis for Suspension. The membership rights of a Member may be suspended by Club Owner if:

15.1.1 the Member violates one or more Club Rules and Regulations;

15.1.2 a guest or other Person for whom a Member is responsible violates one or more of the Club Rules and Regulations;

15.1.3 an Owner fails to pay Club Dues or Assessments in a proper and timely manner;  
or

15.1.4 a Member and/or guest has injured, harmed or threatened to injure or harm any Person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to an Owner, third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Unit. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Owner may suspend the rights of a particular Member or Club Owner may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. A Member shall not be reinstated until all Club Dues and other amounts due to the Club are paid in full, unless otherwise agreed by Club Owner in its sole discretion.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. To the extent insurance proceeds are sufficient to reconstruct or repair the Club Facilities such that, when completed, the Club Facilities are substantially in the condition in which they existed before the damage or destruction took place, then Club Owner shall reconstruct the Club Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities as it deems reasonable and appropriate. Club Dues shall be abated or equitably reduced if the Club Facilities are not available due to casualty or reconstruction. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. In the event insurance proceeds are insufficient to reconstruct or repair the Club Facilities such that, when completed, the Club Facilities are substantially in the condition in which they existed before the damage or destruction took place, then Club Owner may, in its sole and absolute discretion, terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other Person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan.



18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club Facilities is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club Facilities be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club Property so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall, to the extent reasonably practical, restore, repair, or remodel the remaining improvements to the Club. All damages awarded in relation to the taking shall be the sole property of Club Owner. In the event Club Owner determines, in its reasonable discretion, that it is not reasonably practical to restore, repair, or remodel the remaining improvements to the Club, then Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate.

19. Additional Indemnification of Club Owner. Unless such liability shall result solely from Club Owner's or Declarant's gross negligence or willful misconduct, each Owner, other than Builder, covenants and agrees to indemnify, defend and hold harmless Declarant and Club Owner, their respective officers, directors, shareholders, and any related Persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving the Association, and improvements thereon to the extent arising out of the use of Common Areas, Club Property, or other property serving the Association, and improvements thereon by such Owner and their guests, family members, invitees, or agents, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan.

20. Estoppels.

20.1 Association Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that, to the Association's knowledge, 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 this Club Plan, as so modified, is in full force and effect); and (b) acknowledging there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. The Association's failure to deliver such statement within such time shall be conclusive evidence: (x) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; (y) that there are no uncured defaults; (z) that the Club Dues have been paid as stated by Club Owner.

20.2 Club Owner Estoppel. The Club Owner shall, from time to time, upon not less than ten (10) days' prior written notice from Member or his agent, execute, acknowledge and deliver to the Member, or his agent, a written statement certifying whether the Member is current or delinquent regarding Club Dues and other amounts owed to the Club Owner by the Member which could become a

lien on the Member's Unit, and if delinquent specifying such amounts due. A third party purchasing the Member's Unit and the title insurance company insuring such sale shall be entitled to rely on the Club Owner's estoppel.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to the Association or a Member) shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

23. Resolution of Disputes.

23.1 By acceptance of a deed to a Unit, each Member specifically agrees that the purchase of a Unit involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to 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 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 occupants of the Unit, or (4) issues of formation, validity or enforceability of this Section 23. To the extent permitted by law, each Member agrees to the foregoing on behalf of his or her children and other occupants of the Unit 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.

23.2 Any and all mediations commenced by any Member 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 Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate 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, 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.

23.3 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 Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. 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 \$250,000.00 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. 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.

23.4 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 to a Lot, each Member specifically agrees (1) that any Dispute involving Club Owner's affiliates, directors, officers, 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; (2) 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 (3) that the mediation and arbitration will be limited to the parties specified herein.

23.5 To the fullest extent permitted by applicable law, by acceptance of a deed to a Unit, 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 to a Unit, 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.

23.6 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. The prevailing party in any arbitration action shall be entitled to an award of reasonable attorneys' fees, paraprofessional fees and other costs or expenses associated with 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.

23.7 A Member may obtain additional information concerning the rules of the AAA by visiting its website at [www.adr.org](http://www.adr.org) or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

23.8 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:

23.8.1 Notwithstanding the requirements of arbitration stated in this Section 23, 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.

23.8.2 Club Owner agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

23.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

23.9 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 should 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.

23.10 CLUB OWNER AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A UNIT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER 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 PROPERTY 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 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 23.4 ABOVE.

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

25. Release. BEFORE ACCEPTING A DEED TO A UNIT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A UNIT, EACH MEMBER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY THAT A MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF MEMBER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Declarant or Club Owner unless such amendment receives the prior written consent of Declarant or Club Owner, as applicable, which may be withheld for any reason

whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Mortgagees without the prior approval of the Mortgagee(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any Person or entity whatsoever; provided, however, Club Owner shall not be entitled to amend any provision of this Club Plan relating to Members' Club privileges or Club Owner's commitment to make available to the Members Club Facilities of like kind and quality as the Club Facilities described in Section 3.2 herein. Except as provided herein, Club Owner's right to amend under this provision is to be construed as broadly as possible. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of LAKES OF HARMONY to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of LAKES OF HARMONY from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Unit's Club Membership Fee that shall be imposed from time to time.

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

28. Notices. Any notice required to be sent to any Person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

29. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist and are effective on the date the Club Plan was recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.

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

31. Legal Expenses. In the event there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination, in its reasonable discretion, of such matter shall be conclusive and binding. In the event that there is any dispute respecting the interpretation of this Club Plan, the non-prevailing party with respect to such dispute shall bear all legal expenses of both the Association and Club Owner including, without limitation, all attorneys' fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

[Signatures on the Following Page]

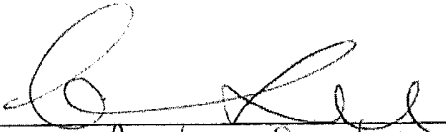
IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 30<sup>th</sup> day of June, 2016.


**WITNESSES:**


**"CLUB OWNER"**

BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership

By: VII GP HARMONY, L.L.C., a Delaware limited liability company, its General Partner

  
Print Name: Amber Samaha

By:   
Name: Robert Glantz  
Title: Authorized Agent

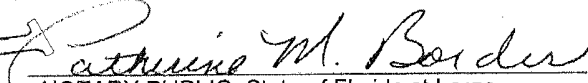
  
Print Name: KENT FOREMAN

[Company Seal]

STATE OF FLORIDA  
COUNTY OF MANATEE Manatee

The foregoing instrument was acknowledged before me this 30 day of June, 2016, by Robert Glantz as Authorized Agent of VII GP HARMONY, L.L.C., a Delaware limited liability company as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/She [is personally known to me] [has produced \_\_\_\_\_ as identification].

My commission expires: Sept. 25, 2018

  
NOTARY PUBLIC, State of Florida at Large

Print Name: Catherine M. Bordes



**EXHIBIT A**

**LEGAL DESCRIPTION**

**CLUB PROPERTY**

ALL OF THE REAL PROPERTY LEGALLY DESCRIBED ON THE PLAT OF "BIRCHWOOD GOLF COURSE," AS RECORDED IN PLAT BOOK 15, PAGE 139 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

TOGETHER WITH:

TRACT "CH" AS DEPICTED ON THE PLAT FOR "BIRCHWOOD TRACTS PHASE ONE," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 171, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Copy

HARMONY GOLF PRESERVE CLUB PLAN

4/14/16

**EXHIBIT B**

**LEGAL DESCRIPTION**

**LAKES OF HARMONY**

A PARCEL OF LAND LYING IN A PORTION OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 32 EAST, OSCEOLA COUNTY, FLORIDA.

BEING IN PART A REPLAT OF PORTIONS OF TRACT I/J, PARK TRACT "C", AND TRACT L/U-2, HARMONY PHASE THREE, AS FILED AND RECORDED IN PLAT BOOK 20, PAGES 120 THRU 128, AND BEING IN PART A REPLAT OF GOLF COURSE TRACT-2, BIRCHWOOD GOLF COURSE, AS FILED AND RECORDED IN PLAT BOOK 15, PAGES 139 THRU 151, ALL OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT I/J, HARMONY PHASE THREE, AS FILED AND RECORDED IN PLAT BOOK 20, PAGES 120 THRU 128, INCLUSIVE, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE N07°07'13"W, A DISTANCE OF 92.53 FEET; THENCE N82°52'47"E, A DISTANCE OF 8.00 FEET; THENCE N07°07'13"W, A DISTANCE OF 54.31 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,229.00 FEET AND A CENTRAL ANGLE OF 13°58'46"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 299.86 FEET; THENCE N83°08'27"W, A DISTANCE OF 15.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S83°08'27"E, A RADIAL DISTANCE OF 1,244.00 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°55'09", A DISTANCE OF 128.52 FEET; THENCE S77°13'18"E, A DISTANCE OF 15.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S77°13'18"E, A RADIAL DISTANCE OF 1,229.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 24°05'17", A DISTANCE OF 516.69 FEET; THENCE N36°51'59"E, A DISTANCE OF 565.25 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 799.50 FEET AND A CENTRAL ANGLE OF 06°46'11"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 94.46 FEET; THENCE S59°54'12"E, A DISTANCE OF 83.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N85°16'51"E, A RADIAL DISTANCE OF 260.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 45°42'21", A DISTANCE OF 207.41 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 394.00 FEET AND A CENTRAL ANGLE OF 21°00'57"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 144.52 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,151.00 FEET AND A CENTRAL ANGLE OF 13°51'20"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 278.34 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 462.00 FEET AND A CENTRAL ANGLE OF 37°43'39"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 304.21 FEET; THENCE N84°18'21"E, A DISTANCE OF 163.59 FEET; THENCE S03°23'25"W, A DISTANCE OF 0.04 FEET; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 12.66 FEET; THENCE S18°13'05"E, A DISTANCE OF 76.74 FEET; THENCE S02°06'45"W, A DISTANCE OF 28.96 FEET; THENCE S11°41'44"E, A DISTANCE OF 66.11 FEET; THENCE S20°42'09"W, A DISTANCE OF 47.40 FEET; THENCE S13°42'28"E, A DISTANCE OF 60.67 FEET; THENCE S12°12'17"W, A DISTANCE OF 58.13 FEET; THENCE S73°31'54"W, A DISTANCE OF 48.55 FEET; THENCE S74°23'54"W, A DISTANCE OF 48.93 FEET; THENCE S66°46'41"W, A DISTANCE OF 48.69 FEET; THENCE S79°35'13"W, A DISTANCE OF 37.27 FEET; THENCE N89°40'40"W, A DISTANCE OF 54.72 FEET; THENCE S83°50'41"W, A DISTANCE OF 105.72 FEET; THENCE S18°32'00"E, A DISTANCE OF 54.89 FEET; THENCE S11°49'31"E, A DISTANCE OF 38.62 FEET; THENCE S17°51'35"W, A DISTANCE OF 59.39 FEET; THENCE S04°51'53"W, A DISTANCE OF 86.61 FEET; THENCE S13°11'09"W, A DISTANCE OF 76.13 FEET; THENCE S23°40'26"E, A DISTANCE OF 116.25 FEET; THENCE S14°56'21"E, A DISTANCE OF 74.20 FEET; THENCE S19°01'26"E, A DISTANCE OF 126.89 FEET; THENCE S16°58'23"E, A DISTANCE OF 118.08 FEET;

HARMONY GOLF PRESERVE CLUB PLAN

4/14/16



THENCE S08°25'48"E, A DISTANCE OF 62.91 FEET; THENCE S13°33'58"E, A DISTANCE OF 131.27 FEET; THENCE S10°16'46"E, A DISTANCE OF 60.80 FEET; THENCE S14°47'32"E, A DISTANCE OF 34.92 FEET; THENCE S17°26'30"W, A DISTANCE OF 84.64 FEET; THENCE S02°44'13"W, A DISTANCE OF 49.55 FEET; THENCE S21°35'31"W, A DISTANCE OF 60.34 FEET; THENCE S25°15'36"W, A DISTANCE OF 91.16 FEET; THENCE S25°15'18"W, A DISTANCE OF 94.11 FEET; THENCE S22°10'48"W, A DISTANCE OF 104.34 FEET; THENCE S26°48'51"W, A DISTANCE OF 72.16 FEET; THENCE S14°15'42"W, A DISTANCE OF 71.76 FEET; THENCE S21°02'54"W, A DISTANCE OF 72.40 FEET; THENCE S19°10'52"W, A DISTANCE OF 45.87 FEET; THENCE S16°12'33"W, A DISTANCE OF 55.65 FEET; THENCE S23°48'49"W, A DISTANCE OF 65.47 FEET; THENCE S14°44'16"W, A DISTANCE OF 55.39 FEET; THENCE S29°19'28"W, A DISTANCE OF 66.64 FEET; THENCE S35°07'44"W, A DISTANCE OF 54.60 FEET; THENCE S37°26'03"W, A DISTANCE OF 47.46 FEET; THENCE S30°01'40"W, A DISTANCE OF 40.75 FEET; THENCE N40°03'00"W, A DISTANCE OF 172.23 FEET; THENCE N71°53'59"W, A DISTANCE OF 459.22 FEET; THENCE N23°03'47"W, A DISTANCE OF 282.17 FEET; THENCE N20°13'58"E, A DISTANCE OF 107.92 FEET; THENCE N37°50'34"W, A DISTANCE OF 117.19 FEET; THENCE N15°10'41"E, A DISTANCE OF 176.58 FEET; THENCE N00°14'02"E, A DISTANCE OF 191.84 FEET; THENCE N45°53'52"W, A DISTANCE OF 128.23 FEET; THENCE WEST, A DISTANCE OF 74.11 FEET; THENCE S55°20'14"W, A DISTANCE OF 120.56 FEET; THENCE WEST, A DISTANCE OF 58.85 FEET; THENCE N55°16'56"W, A DISTANCE OF 51.54 FEET; THENCE S82°52'47"W, A DISTANCE OF 62.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.34 ACRES, MORE OR LESS.

TOGETHER WITH:

TRACT C-2 AS DEPICTED ON THE PLAT FOR "HARMONY PHASE THREE," ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 120, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

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HARMONY GOLF PRESERVE CLUB PLAN

4/14/16

JOINDER

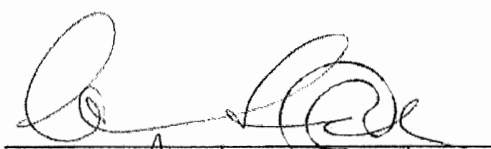
LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in this CLUB PLAN FOR LAKES OF HARMONY (this "Club Plan"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30<sup>th</sup> day of ~~December~~, 201~~5~~,  
June '16

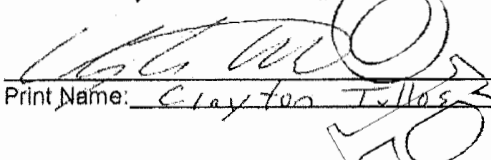
WITNESSES:

"ASSOCIATION"

LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

  
Print Name: Amber Santalucia

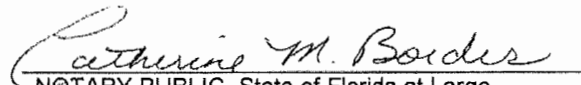
By:   
Name: Bill Kouwenhoven  
Title: President

  
Print Name: Clayton Tullios

STATE OF FLORIDA  
COUNTY OF MANATEE Oswald

The foregoing instrument was acknowledged before me this 30 day of December, 2015, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: Sept. 26, 2018

  
NOTARY PUBLIC, State of Florida at Large

Print Name: Catherine M. Bordes

