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AND RETURN TO:

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**ASTOR CREEK COUNTRY CLUB
CLUB PLAN**

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ASTOR CREEK COUNTRY CLUB
CLUB PLAN

Astor Creek Club, LLC, a Florida limited liability company (“**Astor Creek Club**”), is presently the owner of the real property described on **Exhibit A** attached hereto and made a part hereof (the “**Club Property**”). The Club Property is located adjacent to the real property described on **Exhibit B** attached hereto and made a part hereof (“**Astor Creek**”). Astor Creek Club hereby declares that the real property comprising the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan so that the residents of Astor Creek shall have access and the use of certain club facilities:

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

“**Association**” shall mean Astor Creek Property Owners Association, Inc., its successors and assigns.

“**Astor Creek**” Astor Creek presently includes the real property described on **Exhibit B**; however, Developer has reserved the right to withdraw property from, or add property to, Astor Creek, so Astor Creek may include less or more Homes or Lots than originally anticipated.

“**Board**” shall mean the Board of Directors of Association.

“**Budget**” shall have the meaning set forth in Section 8.2 hereof. The budget respecting the Club shall be the work product of the Club Owner, and may be kept confidential.

“**Builder**” shall mean any party other than the Developer that purchases a lot or lots within Astor Creek for the purpose of constructing one or more Homes.

“**Club**” shall mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another. The Club is a commercial parcel intended for commercial use and is not subject to Florida Statutes, Chapter 720.

“**Club Contribution**” shall have the meaning set forth in Section 7 hereof.

“**Club Dues**” shall mean the charges related to the Club to be paid by the Owners and Builders pursuant to the provisions of this Club Plan including, but not limited to, Club Membership Fees. Club Dues shall not constitute an “assessment” as defined under Florida Statutes, Chapter 720.

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

“**Club Facilities**” shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER’S SOLE AND ABSOLUTE DISCRETION.

“**Club 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 have the meaning set forth in Section 6.2 hereof.

“**Club Owner**” shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Astor Creek Club is Club Owner. Club Owner may change from time to time (e.g., the current Club Owner may convey or sell the Club). Each Owner and Builder acknowledges and agrees that Club Owner and Developer 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 Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse,

justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

“**Club Plan**” shall mean this Astor Creek Country Club Club Plan, together with all amendments and modifications hereto. The Club Plan shall not constitute a “governing document” as defined in Florida Statutes, Chapter 720, and the Club shall be considered a commercial parcel intended for commercial use and is not subject to Florida Statutes, Chapter 720.

“**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 14.9 hereof.

“**Community Completion Date**” shall mean the date upon which the last Home is conveyed to a purchaser in Astor Creek.

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

“**Developer**” shall mean the developer of Astor Creek, its successors and assigns.

“**Home**” shall mean a residential home and appurtenances thereto constructed on a lot within Astor Creek. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (*e.g.*, by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Club Dues. The term “Home” includes any interest in land, improvements, or other property appurtenant to the Home.

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

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

“**Lessee**” shall mean the lessee named in any written lease respecting a Home or Lot who is legally entitled to possession of any rental Home or Lot within Astor Creek. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

“**Lot**” shall mean a platted lot within Astor Creek.

“**Member**” shall mean every Owner (other than an Owner who has leased his Home to Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home or Lot. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. 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 Home or Lot. Once the purchaser obtains title to the Home or Lot, then such purchaser shall be deemed an Owner and Member hereunder.

“**Minimum Food and Beverage Charge**” means, if established by Club Owner, the minimum amount of food and/or beverage expenses which a Member must spend at the Club each calendar year, as more particularly described in this Club Plan.

“**Owner**” shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home or Lot. The term “Owner” shall not include Developer or Builder (once so designated in writing by Developer) or a Lender.

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

“**Public Records**” shall mean the Public Records of St. Lucie County, Florida, as applicable.

“**Purchase Option**” shall have the meaning set forth in Section 5.5 hereof.

“**Special Use Fees**” shall have the meaning set forth in Section 6.8 hereof.

2. **Benefits of Club.** Each Owner, by acceptance of title to a Home or Lot, ratify and confirm this Club Plan and agree as follows:

2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with Astor Creek in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of Astor Creek which can be improved with a Home shall be burdened with the payment of Club Dues, which are not considered “assessments” under Florida Statutes, Chapter 720. Every Owner, by acceptance of a Deed to any Home or Lot, shall automatically assume and agree to pay all Club Dues owing in connection with such Home or Lot, and acknowledge that Club Dues shall not constitute assessments under Florida Statutes, Chapter 720. Every Builder, upon receipt of a Certificate of Occupancy for a Home located on a Lot owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such Certificate of Occupancy unless this requirement is waived in writing by Club Owner in its sole and absolute discretion as to any particular Builder.

2.2 Value. By acceptance of a Deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Astor Creek and any part thereof more valuable than it would be otherwise. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner (and that such profit may be derived, in part, via the Club Membership Fee, as the same changes from time to time). Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder does not pay Club Dues in excess of the amounts provided herein.

2.3 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Astor Creek. The Home or Lot, and rights to utilize the Club, were material in each Owner’s decision to purchase a Home or Lot in Astor Creek and were, for the purposes of this Club Plan, a “single product.” Each Owner understands that the existence of the Club is an integral part of the Astor Creek community. Notwithstanding, each Owner specifically understands, acknowledges, and agrees, by virtue of acceptance of a deed to a Lot, that the Club Plan is not a “governing document” under Florida Statutes, Chapter 720, is not in any way subject to Florida Statutes, Chapter 720 (the “Act”), that the Club is not governed by a homeowners association (but rather is a for-profit entity), and that Club Dues are not “assessments” as referenced in the Act.

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

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

3. Club Facilities – Commercial Property.

3.1 Club Property. Club Owner presently owns all of the commercial 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. Such additions and deletions may cause an increase or decrease in Club Expenses.

3.2 Club Facilities. Club Owner intends to construct certain club facilities on the commercial Club Property (the “Club Facilities”) which will be and shall remain the property of Club Owner, subject only to the provisions hereof. At this time, the Club Facilities are planned to include an 18-hole golf course (including a golf maintenance building and cart storage facility), clubhouse, dining facility, meeting room(s), a fitness center, one or more outdoor swimming pools, half-court basketball court, eight pickleball courts, two (2) tennis courts, fire pits and dog park (subject to Club Owner’s paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend the Club Facilities at any time subject to the provisions hereof).

3.3 Construction of the Club. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

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

3.3.2 without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Homes or Lots), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes or Lot;

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

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

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Astor Creek including, without limitation, the sale of Lots and Homes;

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

3.3.7 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

3.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

3.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein or which are legally permitted to be conducted on the Club Property.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

3.5 Commercial Property. The Club Property is considered commercial property in all respects. It is possible that portions of the Club Facilities may include a sales office, retail space and/or other commercially usable space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit or limit Members to access any such facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by anyone other than Club Owner or Members, then Club Owner may require such other user(s) to pay a fair and reasonable sum as determined by Club Owner in its sole and absolute discretion. Notwithstanding the foregoing, Club Owner shall have no duty to account for any rents, fees, sums or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

4. Club Usage and Persons Entitled to Use the Club.

4.1 Club Usage. All Members and other users of the Club Facilities shall use such Club Facilities on a first come, first served basis. Notwithstanding the foregoing, certain activities may allow for reservations or scheduling. Members shall not be entitled to priority scheduling or reservations for sports courts, tee times, or restaurant seating.

4.2 Rights of Members. Each Member and his Immediate Family Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. Subject to the other terms and conditions of this Club Plan, in order to exercise the rights of a Member, a person must be a resident of the Lot or Home. If a Lot is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home on a Lot who will be the Member of the Club with respect to such Lot. Members shall have no right to access the portions of the Club Property leased or licensed to third parties or Members, if any, except as and when permitted by Club Owner.

4.3 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 including, without limitation, members of the general public. Club Owner may allow access and use without membership obligation, or may create separate voluntary or temporary membership programs for individuals that are not 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. All persons other than Members using the Club Facilities as invitees or guests of the Club Owner shall be responsible for the payment of their personal food, beverage and merchandise purchases. Club Owner shall be entitled to retain all revenues derived from use of the Club by non-Member invitees and guests including, without limitation, revenues derived from the use of the golf course and/or dining/bar facilities by members of the general public if Club Owner allows for any such use.

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. Subject to the terms of this Club Plan, Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Dues on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or

more Homes or Lots. 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 Home or Lot is in accordance with the Club Plan.

5.4 Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option to transfer the Club to Association so that it will be under the complete control of the Owners. Until or unless conveyed to the Association, irrespective of whether and how such conveyance occurs, the Club shall not be controlled by the Association, shall not be considered common area or common property of the Association, and shall remain and be considered distinct and separate commercial property.

5.5 Association's Option to Purchase the Club. Commencing and effective as of the date upon which One Hundred Percent (100%) of the Homes within Astor Creek have been sold by the Developer or Builders to Owners, Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for a purchase price equal to Ten Thousand Dollars (\$10,000.00) per Home within Astor Creek, adjusted annually for CPI (CPI to be determined by the Club Owner in its sole discretion) from the date upon which the first Home within Astor Creek has been sold by the Developer to an Owner (the "**Purchase Price**"). The Purchase Option shall be available for ninety (90) days following the date upon which One Hundred Percent (100%) of the Homes within Astor Creek have been sold by the Developer or Builders to Owners. Each Owner acknowledges and understands that the Purchase Price changes/increases over time. Such Purchase Option shall be exercised by written notice (the "**Option Notice**") to Club Owner signed by a majority of the Board, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan):

Astor Creek Club, LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attention: Devin Radkay

With a copy to:

Jeff Cooperman, Esq.
Solomon, Cooperman, Recondo & Weiss, LLP
1101 Brickell Avenue, Suite N1101
Miami, FL 33131

The Option Notice shall be irrevocable once signed by a majority of the Board. To the extent that Association is in compliance with an executed Agreement for Sale and Purchase, Club Owner shall convey the Club to Association in accordance therewith. To the extent the Association intends to obtain financing for the purchase of the Club, the Association shall have a period of six months (starting on the date that the Option Notice is delivered to Club Owner) to secure a mortgage. The conveyance of the Club shall occur in accordance with the terms as set forth in the Agreement for Sale and Purchase by and between Club Owner and Association, which, in the discretion of the Club Owner, shall be in substantially the form attached hereto as **Exhibit D**.

Notwithstanding any of the foregoing, Club Owner shall be entitled to sell the Club to a community development district (the "**District**") or any other quasi-governmental entity at any time. In the event of a sale by Club Owner of the Club to the District or other quasi-governmental entity, the Association's Purchase Option shall, without the joinder consent or any other action of the Association, terminate and be of no further force or effect. Notwithstanding the self-effectuating nature of the termination of the Association's Purchase Option set forth above, by its joinder hereto, Association acknowledges and agrees that it shall execute any and all documents requested by Club Owner, District or a quasi-governmental entity acquiring the Club which documents may evidence or relate to such termination of the Association's Purchase Option.

5.6 Documentation of Transfer.

5.6.1 Documentation from Club Owner. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an assignment of any alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club at Association's sole cost and expense, a closing statement, an affidavit containing language necessary to delete the gap, confirm that there are no parties in possession of the Club other than Club Owner (or any other disclosed parties), confirm the Club Owner's good standing and confirm that there are no pending construction or materialmen's liens, and a resolution confirming Club Owner's authority to sell the Club.

5.6.2 Documentation from Association. At the time that the Club is transferred to Association, Association shall be obligated to deliver the following: the Purchase Price, all costs to effect the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all closing documentation, by Federal wire, a closing statement, a general release in the form attached hereto as **Exhibit C**, and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. Association shall be responsible for arranging for all purchase money financing and paying costs associated therewith.

5.7 Transfer of Control. The conveyance of the Club shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be required to agree to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club.

Association shall be required to agree to indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). The Club, personal property and equipment thereon and appurtenances thereto shall be conveyed in “as is, where is” condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

5.8 Ambiguities/Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner’s determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the users or acquirers abide by Club Owner’s determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Purchase Option, or any other aspect of the transfer of the Club to any acquirer, the applicable user or acquired shall bear all legal expenses of both the applicable user or acquirer and Club Owner including, without limitation, all attorney’s fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, regardless of the outcome of such proceedings.

5.9 Early Purchase. The Association may make an offer to purchase the Club from Club Owner prior to the effective date of the Purchase Option. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by Association.

6. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home or Lot shall be deemed to have specifically covenanted and agreed to pay all Club Dues which are set forth herein. Club Owner presently intends to collect Club Dues on an annual basis but reserves the right to change the payment period from time to time (e.g., to require payment on a monthly or quarterly basis). Each Owner acknowledges and agrees that Club Dues and/or any portion thereof are not “assessments” governed by Florida Statutes, Chapter 720. As set forth in this Club Plan, Club Dues to be charged to each Owner account for Club Expenses and Club Membership Fees. **Club Owner has determined that for the year in which this Club Plan is recorded, Club Dues shall be Five Thousand Dollars (\$5,000.00) per year per Owner, and may (without obligation of the Club Owner to increase Club Dues) increase in January of each following year.** By way of example, if Club Dues are Five Thousand Dollars (\$5,000.00) in the year 2023, Club Owner may increase Club Dues in January of 2024 as determined by Club Owner in its discretion. By accepting title to a Lot/Home, each Owner acknowledges and agrees that the amount of annual Club Dues and the Club Owner’s discretion to increase annually in its discretion is fair, reasonable and appropriate, and that such amount (or any portion thereof) shall not be challenged at any time.

6.1 Allocation. At this time, it is anticipated that all Members will be charged equally for Club Dues. Nothing herein shall prevent Club Owner from later offering separate or different forms of membership in the Club that require lower or higher amounts of Club Dues, as to be later determined by the Club Owner.

6.2 Club Membership Fee. As set forth in this Club Plan, the Club Dues to be charged by Club Owner to each Owner are expected to fund Club Expenses. The Club Membership Fee shall represent those portions of the Club Dues paid by each Owner that may remain after the Club Expenses are funded. It is anticipated that for periods where all Club Dues collected are used to fund Club Expenses, that the Club Owner may not receive any Club Membership Fee amounts during such periods. Each Owner acknowledges and understands that over time, as more Owners begin funding Club Dues, that the Club Membership Fee to be retained by Club Owner is anticipated to increase. Each Owner agrees on his/her behalf, and on behalf of his/her successors in title that Owners shall not have the right to challenge the amounts retained by Club Owner as Club Membership Fees at any time.

6.3 Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a Certificate of Occupancy for a Home located on a Lot owned by such Builder. Club Dues paid by Builders shall not be deemed assessments under Florida Statutes, Chapter 720, and are separate and distinct from any obligations Builders may owe to the Association.

6.4 Perpetual. Each Owner’s and each Builder’s obligation to pay Club Dues shall be perpetual regardless of whether their respective Home(s) or Lot(s) is or are occupied, destroyed, renovated, replaced, rebuilt or leased.

6.5 Individual Lots or Homes. Owners of individual Lots or Homes shall pay Club Dues for one membership per Lot or Home. If an Owner owns more than one Lot or Home, Club Dues are payable for each and every Home and/or Lot owned by such Owner.

6.6 Excuse or Postponement. Club Owner may excuse or postpone Club Dues in its sole and absolute discretion.

6.7 Club Owner’s Obligation. Under no circumstances shall Club Owner or Developer (or Builder affiliates of Developer) be required to pay Club Dues.

6.8 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 and Builders. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.9 Minimum Food and Beverage Charge. In addition to other amounts representing Club Dues and Special Use Fees, Club Owner may, but shall not be under any obligation to, establish an annual minimum food and beverage charge (the “**Minimum Food and Beverage Charge**”) for a particular calendar year, with such amount to be solely determined by Club Owner on an annual basis and being subject to change from time to time. In the event that a Member fails to purchase food and/or beverages at the Club during a calendar year in an amount equal to or in excess of the Minimum Food and Beverage Charge, Club Owner shall charge the Member for the difference between the annual Minimum Food and Beverage Charge and the amounts actually spent by the Member, and such charged amount shall be secured by the lien described in Section 9 hereof. If Club Owner elects to establish an annual Minimum Food and Beverage Charge, such Minimum Food and Beverage Charge shall be determined by Club Owner for the upcoming year not later than December 15th of the current year, and Club Owner shall publish such amount to the Members either (1) by posting a written notice of the new annual Minimum Food and Beverage Charge in a conspicuous location within the Club, or (2) by delivering written notice of the new annual Minimum Food and Beverage Charge to the Members. The annual Minimum Food and Beverage Charge shall be exclusive of any taxes due and owing on food and/or beverage purchases.

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

6.11 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home or Lot to an Owner and as to each Builder on the date that a Home owned by such Builder receives a Certificate of Occupancy. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities).

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

6.13 Obligation to Pay Real Estate Taxes and Other Expenses on Homes/Lots. Each Owner shall pay all taxes, assessments and obligations relating to his or her Home or Lot which if not paid, could become a lien against the Home or Lot which is superior to the lien for Club Dues created by this Club Plan.

6.14 Initial Budget. As part of its private commercial business, the Club Owner may create a budget to monitor and account for the Club Expenses.

6.15 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Dues on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes or Lot. 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 Home or Lot is in accordance with this Club Plan.

7. Contributions.

7.1 Club Contribution. There shall be collected from each Owner purchasing a Home or Lot from Developer or a Builder at the time of closing a working contribution (“**Club Contribution**”). The Club Contribution may change from time to time in Club Owner’s sole and absolute discretion. As of the recordation of this Club Plan, the amount of the Club Contribution is Fifty Thousand Dollars (\$50,000.00). Each Owner’s Club Contribution shall be transferred to Club Owner at that time. There shall be collected from each Builder purchasing a Home or Lot from Developer at the time of closing a Club Contribution applicable to each Home or Lot. Each Builder’s Club Contribution shall be transferred to Club Owner at that time. Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds and/or assign such funds to a Club Manager or other entity, and shall not be required to account for the same. Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Club Contributions in its sole and absolute discretion.

7.2 Resale Contribution. Club Owner may establish a resale contribution (“**Resale Contribution**”). There shall be collected upon every conveyance of ownership interest in a Home by an Owner an amount payable to the Club Owner. The amount of Resale Contribution and the manner of payment shall be determined by the Club Owner from time to time; provided, however, all Homes shall be charged a uniform amount. As of the date of recordation of this Club Plan, the amount of the Resale Contribution is Fifty Thousand Dollars (\$50,000.00). In addition to the foregoing, upon each transition in ownership of a Home, the Club Owner shall charge to each Owner an administrative fee relative to the creation of a new account in the amount of Three Hundred Fifty Dollars (\$350).

8. Determination of Club Expenses.

8.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

8.2 Adoption of Budget. It is anticipated that the Club Owner will create a projected operating budget (the “**Budget**”). Notwithstanding the Budget, Club Dues are established and shall be charged in accordance with the Club Plan. Each Owner acknowledges and agrees that the Club budget is not subject to the Act, and therefore is subject to change by the Club Owner in its discretion.

8.3 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.4 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities. Club Owner shall have no obligation whatsoever to create or establish reserves for the Club.

8.5 Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

8.6 Collection. Club Owner shall determine from time to time the method by which Club Dues, Special Use Fees and any other amounts due to Club Owner shall be collected. The collection of Club Dues, Special Use Fees and all other amounts due to the Club Owner are separate and distinct from the collection by any other party of any other non-Club fees, charges or amounts due by Owners to such other parties. Club Owner shall be entitled to pursue all available remedies at law or in equity against Owners in order to recover any unpaid amounts, and shall be entitled to recover all costs respecting any such legal action including, without limitation, all attorneys’ fees and paraprofessional fees, at all levels of proceedings, including appeals. Nothing herein shall affect or limit the rights of Club Owner to exercise any of the rights afforded to the Club Owner under the Club Plan including, but not limited to, the Club Owner’s right to lien and foreclose upon Owners who fail to pay Club Dues. In the event of any ambiguity or dispute in connection with the interpretation of this Section, Club Owner’s interpretation shall control.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Lot, shall be deemed to have covenanted and agreed that the Club Dues (inclusive of the Club Membership Fee component), Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys’ and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home or Lot and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home or Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys’ and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the Home or Lot at the time when the charge or fee became due, as well as the owner’s heirs, devisees, personal representatives, successors or assigns. If a Home or Lot is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary.

9.2 Right to Designate Collection Agent. Club Owner shall have the right to designate who shall collect Club Dues and Special Use Fees and such right shall be perpetual.

9.3 Liability for Club Dues. An owner of a Home or Lot, regardless of how such owner’s title to a Home or Lot has been acquired including, without limitation, by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Club Dues that come due while an owner of such Home or Lot. An owner’s liability for Club Dues may not be avoided for any reason including, without limitation, by waiver or suspension of the use or enjoyment of any of the Club or by abandonment of the Home or Lot upon which such Club Dues are charged. An owner that acquires title to a Home or Lot shall be jointly and severally liable with the previous owner of such Home or Lot for all unpaid Club Dues that came due up to the time of transfer of title, unless otherwise provided by Florida law. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding the foregoing, Club Owner may, without having any obligation to do so, reallocate any unpaid Club Dues to all Owners as part of Club Expenses included within Club Dues. Any sale or transfer of a Home or Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the owner from liability for, nor the Home or Lot from the lien of any Club Dues made prior to such sale or thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Club Dues from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to such owner. In the event Club Owner makes such payment on behalf of an owner of a Home or Lot, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an owner pursuant to this Section shall be added to Club Dues payable by such owner with appropriate interest.

Without limiting the foregoing, Developer and Club Owner shall be exempt from this Section and the lien for Club Dues shall be superior to all other liens save and except tax liens.

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 fifteen (15) 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 Home or Lot, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home or Lot to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action.

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

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

10. Lakes and Lake Slopes/Banks. Portions of the Surface Water Management System to be owned and maintained by either the Association or District may be located adjacent to or within the boundaries of the Club Property. Such areas of the Surface Water Management System are hereby burdened with a permanent easement for reasonable use in connection with golf play and operation of a golf course, including, without limitation, play over such bodies of water, golf cart bridges over such bodies of water, retrieval of golf balls by persons utilizing the golf course and the Club Owner for retrieval of golf balls which are not retrieved by persons utilizing the golf course, drainage of the golf course into the Surface Water Management System, location of pumphouses and other irrigation equipment and subject to consumptive use permit limitations and requirements to withdraw surface water for irrigation of the golf course or other areas of the Club Property. No person other than the Club Owner shall have the right to retrieve any golf balls which are not retrieved by golfers during play. Additionally, Club Owner shall be obligated to maintain the lake slopes/banks within the Club Property irrespective of whether the lakes are to be owned or maintained by parties other than the Club Owner.

11. Operations.

11.1 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.

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

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

13. Rights to Pay and Receive Reimbursement. Club Owner shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Home or Lot. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. 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 an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

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

14.1 Minors. Unless otherwise provided in the Club Rules and Regulations (as hereinafter defined) , as the same may be amended from time to time, the following restrictions shall apply to use of the Club Facilities by minors. Minors sixteen (16) years of age and older may use the fitness center with adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

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

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

14.4 Privately Owned Golf Carts. Golf carts other than those provided by Club Owner are permitted within appropriate areas of the Club, provided that all privately owned golf carts must be: (i) battery operated; (ii) made by a manufacturer approved by the Club Owner; and (iii) limited to 4 seats. Golf carts shall be specifically prohibited within sports courts, and may be prohibited in other areas as deemed necessary or appropriate in Club Owner's discretion from time to time. In addition to the foregoing, privately owned gold carts may not be used on Club Property unless an annual trail fee, in an amount determined by the Club Owner from time to time in its discretion, is paid in advance to Club Owner. All guests joining Members for a round of golf shall be required to pay a cart fee (in addition to greens fees), even where such guests ride in a privately owned cart. Privately owned golf carts must have turf tires in order to be operated within the Club Property.

14.5 Activities. Any Member, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Each Member hereby acknowledges and agrees that to the extent coolers or other storage containers or bags are brought to the Club, the Club Owner, Club Manager and/or their agents shall be entitled to inspect such containers for safety purposes and in order to determine whether the same contain alcoholic beverages and/or other glass products. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.6 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.

14.7 Indemnification of Club Owner. In addition, each Member, Immediate Family Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members and their guests, or the interpretation of this Club Plan, and/or the Club Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

14.8 Attorneys' Fees. Should any Member or Immediate Family Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

14.9 Unrecorded Rules. Club Owner may adopt 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.

14.10 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 or Club Manager if, in the sole judgment of either the Club Owner or Club Manager:

15.1.1 such person is not an Owner or a Lessee;

15.1.2 the Member violates one or more of these Club Rules and Regulations;

15.1.3 an Immediate Family, a guest or other person for whom a Member is responsible violates one or more of these Club Rules and Regulations;

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

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

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

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan by document recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

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

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

18.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

19. Additional Indemnification of Club Owner. Any party using the Club shall covenant and agree jointly and severally to indemnify, defend and hold harmless Developer 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 Club Property, or other property serving the Club, and improvements thereon, or resulting from or arising out of activities or operations of users of the Club, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and

against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan.

20. Estoppel. Any party using the Club shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver, in addition to any other information Club Owner may request, a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not any uncured defaults by any party, 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. any party's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Dues have been paid as stated by Club Owner.

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

22. Assumption of Risk. UTILIZING OR ENTERING PROPERTY ADJACENT OR CLOSE TO A GOLF COURSE INVOLVES CERTAIN RISKS. SUCH RISKS MAY INCLUDE, BUT ARE NOT LIMITED TO, ERRANT GOLF BALLS WITH THE POTENTIAL OF CAUSING BODILY INJURY OR DAMAGE TO PROPERTY, OR NOISE DUE TO GOLF COURSE MAINTENANCE MACHINERY AND EQUIPMENT. ADDITIONALLY, HERBICIDES, PESTICIDES, AND OTHER CHEMICALS MAY BE USED FROM TIME TO TIME ON THE GOLF COURSE FOR CARE AND MAINTENANCE OF THE GOLF COURSE. EACH MEMBER, ON HIS OR HER BEHALF AND ON BEHALF OF THEIR RESPECTING GUESTS AND INVITEES, ASSUMES SUCH RISKS AND AGREES THAT CLUB OWNER SHALL NOT BE LIABLE TO USERS OF THE CLUB, MEMBERS OR ANY INVITEE, GUESTS OR FAMILY OF A MEMBER CLAIMING ANY LOSS OR DAMAGE FOR PERSONAL INJURY, DAMAGE TO PROPERTY, TRESPASS OR ANY OTHER ALLEGED WRONG ATTRIBUTABLE TO THE USE OF PROPERTY WITHIN OR IN CLOSE PROXIMITY TO A GOLF COURSE.

23. 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.

24. Resolution of Disputes. EACH MEMBER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, EACH MEMBER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME OR LOT.

25. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME OR LOT, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN ST. LUCIE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN ST. LUCIE COUNTY, FLORIDA AND EACH HOME OR LOT IS LOCATED IN ST. LUCIE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA.

26. Release. BEFORE ACCEPTING A DEED TO A HOME OR LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME OR LOT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB

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

27. Club Structure. EACH OWNER ACKNOWLEDGES AND AGREES THAT THE CLUB, CLUB PROPERTY, AND CLUB FACILITIES ARE COMMERCIAL PROPERTIES AND THAT THIS CLUB PLAN IS NOT SUBJECT TO OR GOVERNED BY FLORIDA STATUTES, CHAPTER 720 OR CHAPTER 718, NOR IS THE CLUB GOVERNED BY OR SUBJECT TO THE CONTROL OF THE ASSOCIATION. THIS CLUB PLAN IS A STAND ALONE, INDEPENDENT COVENANT RUNNING WITH THE LAND AND THE LIEN AND FORECLOSURE RIGHTS GRANTED HEREIN ARE DERIVED FROM THIS CLUB PLAN ITSELF AND NOT FROM ANY STATUTORY PROVISION OR AUTHORITY. THIS CLUB PLAN SHALL NOT CONSTITUTE A GOVERNING DOCUMENT WITHIN MEANING OF ANY STATUTORY DEFINITION. THE ASSOCIATION IS NOT SUBJECT TO THE CLUB OR CLUB OWNER CONTROL.

28. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Astor Creek 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 Astor Creek from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Home or Lot's Club Dues that shall be imposed from time to time.

29. Severability. Invalidity 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.

30. 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.

31. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

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

[ADDITIONAL TEXT, SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

33. Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner’s determination of such matter shall be conclusive and binding. In the event that there is any dispute respecting the interpretation of this Club Plan by the Club Owner, the party disputing the Club Owner’s interpretation shall bear all legal expenses of both the disputing party and Club Owner including, without limitation, all attorney’s fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, regardless of the outcome of such proceedings.

NOW THEREFORE, Astor Creek Club has set its signature and seal below this _____ day of _____, 2023.

WITNESSES:

ASTOR CREEK CLUB, LLC, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

{SEAL}

STATE OF FLORIDA)

) SS.:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ as _____ of ASTOR CREEK CLUB, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

EXHIBIT A

LEGAL DESCRIPTION
OF THE INITIAL CLUB PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF ASTOR CREEK

GENERAL RELEASE

DOES HEREBY remise, release, acquit, satisfy, and forever discharge Releasee, and its officers, directors, shareholders, employees, attorneys, agents, related entities, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them (collectively, **"Releasee's Affiliates"**) of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of Releasor, hereafter can, shall or may have, against Releasee and Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, to include claims known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and whether patent or latent, which arise from and/or in any manner relate, directly or indirectly to: (a) the Releasor, the common areas (the **"Common Areas"**) within Astor Creek (the **"Community"**), Astor Creek Country Club (the **"Club"**), or the improvements thereon, more particularly described on **Exhibit A** hereto (collectively, the **"Property"**), or (b) any occurrences, circumstances, and/or documentation (e.g., the Club Plan) whatsoever, relating to the Community, Common Areas, Club and/or Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the **"Closing"**), except (i) representations of Releasee in that certain Agreement for Sale and Purchase of Property dated _____, 20____ between Releasor and Releasee which survive the Closing, and (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing.

Signed, sealed and delivered
in the presence of:

Name: _____

By: _____
Name _____
Title _____

Name: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ as President of ASTOR CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [] is personally known to me or [] has produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Name: _____
 Notary Public, State of _____
 Commission No.: _____
 My Commission Expires: _____

EXHIBIT D

AGREEMENT FOR SALE AND PURCHASE