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**CLUB PLAN FOR  
 THE MEDLEY AT ANGELINE CLUB**

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**LIST OF EXHIBITS**

Exhibit A	Legal Description of Club Property
Exhibit B	Legal Description of Medley at Angeline
Exhibit C	Club Membership Fee Schedule
Exhibit D	Form Membership Agreement
Exhibit E	Option Notice
Exhibit F	Agreement of Sale and Purchase

## **CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB**

THIS CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB (this "**Club Plan**") is made this 24<sup>th</sup> day of August, 2022, by LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company (the "**Club Owner**"), joined by LENNAR HOMES, LLC, a Florida limited liability company (the "**Declarant**"), and also joined by AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company ("**AG**").

### RECITALS

- A. Club Owner is presently the record title owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**").
- B. The Club Property is located adjacent to or in close proximity of the real property described on **Exhibit B** attached hereto and made a part hereof (such real property being referred to herein as "**MEDLEY AT ANGELINE**"). Declarant and AG are collectively the record title owners of MEDLEY AT ANGELINE.
- C. The real property comprising MEDLEY AT ANGELINE is and shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan.
- D. Club Owner, joined by Declarant and AG, hereby declares that the real property comprising MEDLEY AT ANGELINE shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan. This Club Plan is a covenant running with all of the land comprising MEDLEY AT ANGELINE, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Club Plan.

EACH RECORD TITLE OWNER OF ANY INTEREST IN MEDLEY AT ANGELINE SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT AGREES THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNER'S ASSOCIATION OR CLUB ASSOCIATION AND IS NOT GOVERNED BY CHAPTER 720, FLORIDA STATUTES (THE "**HOMEOWNERS ASSOCIATION ACT**"). FURTHER, EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT AGREES CLUB DUES (AS DEFINED BELOW) INCLUDE CLUB MEMBERSHIP FEES (AS DEFINED BELOW) WHICH (i) SHALL NOT BE SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT, (ii) ARE SEPARATE AND APART FROM ASSESSMENTS PAYABLE TO THE ASSOCIATION, AND (iii) SHALL BE SUBJECT TO A SEPARATE LIEN IN FAVOR OF CLUB OWNER. IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION (AS DEFINED BELOW), 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 (as defined below) in accordance with the Declaration. The term "Assessments" shall not refer to the Club Membership Fee, Club Dues (as such terms are defined herein) and/or any other charges levied pursuant to this Club Plan. EACH RECORD TITLE OWNER OF ANY INTEREST IN MEDLEY AT ANGELINE, BY ACCEPTANCE OF A DEED TO ANY LOT OR OTHER SUCH INTEREST, ACKNOWLEDGES AND AGREES THE CLUB DUES ARE SEPARATE FROM THE ASSESSMENTS PAYABLE TO THE ASSOCIATION UNDER THE DECLARATION AND SHALL BE A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER.

"**Association**" shall mean MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, which is the "Association" as defined in the Declaration.

"**Club**" shall refer to "THE MEDLEY AT ANGELINE CLUB," which is generally an association of persons that have been offered use of the Club Property by the Club Owner, subject to the terms of the

Club Documents (as defined herein). Wherever the context so requires, the use the term "Club" also may refer to the Club Property.

**"Club Budget"** shall have the meaning set forth in Section 8.2 hereof.

**"Club Documents"** shall mean all of the membership materials, agreements and documents governing use of the Club Property, as amended, restated or supplemented by the Club Owner from time to time and include, without limitation, this Club Plan and the Club Rules and Regulations (as defined herein).

**"Club Dues"** shall mean the charges to be paid by a Member (as defined herein) pursuant to the provisions of this Club Plan, including without limitation, the Club Membership Fee, Special Use Fees and each Owner's pro rata portion of the Club Expenses (as such terms are defined herein). CLUB DUES ARE NOT, AND SHALL NOT BE INTERPRETED AS BEING, ASSESSMENTS LEVIED BY THE ASSOCIATION PURSUANT TO THE DECLARATION OR THE HOMEOWNERS ASSOCIATION ACT. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES CLUB DUES (i) SHALL NOT BE SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT, (ii) ARE SEPARATE FROM ASSESSMENTS PAYABLE TO THE ASSOCIATION, AND (iii) SHALL BE SUBJECT TO A SEPARATE LIEN IN FAVOR OF CLUB OWNER.

**"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, preserving and insuring the Club, whether direct or indirect, including without limitation, trash collection, utility charges, cable service charges, maintenance, legal fees relative to the Club, cost of supervision, management fees, programming fees, administrative 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 that may be levied, imposed or assessed against, or in connection with, the Club. Club Expenses shall not include the initial cost of construction of the Club Facilities. 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 Facilities"** shall mean the facilities, improvements and personal property located within the Club Property actually constructed and/or made available to Members pursuant to this Club Plan. The Club Facilities are discussed in more detail herein, including in Section 3 below. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION. The Club Facilities shall specifically exclude any area(s) of the Club Property that are not designated as available to Members as determined by the Club Owner. Areas of the Club Property marked or intended for "employees only" or "staff only" and other areas of the Club Property intended for equipment, maintenance and/or storage shall not be accessible by Members. The Club Owner and/or Club Manager (as defined below) shall endeavor to identify, by signage, physical boundaries, or other means, the areas of the Club Property that are not accessible to Members, but such identification shall not be required. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities accessible to the Members, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB FACILITIES ARE NOT COMMON AREA OWNED BY THE ASSOCIATION AND ARE NOT CONTROLLED BY THE ASSOCIATION, AND EACH SUCH PERSON FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON AREA OF THE ASSOCIATION.

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

**"Club Membership Fee"** shall mean the fees to be paid to Club Owner by each Member pursuant to the provisions of Section 7.2 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Declaration or the

Homeowners Association Act. The Club Membership Fee shall be a part of the Club Dues owed by each Member.

**“Club Membership Fee Schedule”** shall mean the Club Membership Fee Schedule attached hereto as **Exhibit C** and incorporated herein by this reference.

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

**“Club Plan”** shall mean this CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB, together with all exhibits, schedules, amendments and modifications hereto.

**“Club Property”** shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof, subject to additions and deletions made by Club Owner from time to time. The Club Owner shall have the right to modify the Club Property and Exhibit A to reflect additions and deletions to the Club Property made by Club Owner from time to time. The Club Property may be comprised of one or more parcels of land that may not be contiguous to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS COMMON AREA.

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

**“Declaration”** shall mean the COMMUNITY DECLARATION FOR MEDLEY AT ANGELINE to be recorded in the Public Records, as may be subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. EXCEPT WITH RESPECT TO LIEN PRIORITY FOR ASSESSMENTS TO THE ASSOCIATION, THE DECLARATION SHALL BE JUNIOR AND SUBORDINATE TO THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DECLARATION AND THIS CLUB PLAN, THIS CLUB PLAN SHALL CONTROL.

**“Family”** means individuals who customarily reside and live together and otherwise hold themselves out as a family unit, including, without limitation, the Member’s child, spouse or domestic partner, parent, grandparent or any other person living as a family and who qualifies as a “Family” and “Family Member” as defined under FHA Single Family Housing Policy Handbook 4000.1. The decision as to whether two (2) or more natural persons reside together and constitute a qualifying family unit shall be determined by the Club Owner in its sole and absolute discretion, subject to FHA rules and regulations. Once designated and accepted by the Club Owner as a qualifying Family, no change in natural persons so constituting the qualifying Family may be made except for one (1) time in any calendar year and no more than three (3) times in any constituent family member’s lifetime, but in all events such change in the Family shall be subject to the Club Owner’s written approval in its sole and absolute discretion, subject to FHA rules and regulations. If a Home is owned by two (2) or more natural persons who are not a part of “Family” as described above, or by a person or entity which is not a natural person, the Owner of the Home shall be required to select and designate one (1) Family to utilize the membership. Club Owner may restrict the frequency of changes in such designation when there is no change in ownership of the Lot. Members and their Family shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan and the other Club Documents, subject to payment of all applicable Club Dues.

**“Guest”** means any natural person who is permitted access to the Club Property at the invitation of a Member. Any person who does not qualify as “Family” or a “Lessee” may only use the Club Facilities



as a Guest of a Member or pursuant to a separate membership or access pass obtained by such person from the Club Owner, as determined by the Club Owner (as applicable). The Club Owner may require Guests to register with the Club Owner and/or Club Manager prior to accessing the Club Facilities, including executing such release, waiver or registration documentation as may be required by Club Owner in its sole and absolute discretion. Guests must comply with all Club Rules and Regulations. All Members are responsible for the conduct of their Guests and the payment of all fees and charges unpaid by their Guests. The number of Guests a Member may invite at any particular time may be limited in the discretion of the Club Owner and are subject to the terms and conditions of this Club Plan and any Club Rules and Regulations established by Club Owner. Club Owner may from time to time impose limitations on the maximum number of Guests permitted to access the Club Property at any particular time, and the Club Owner may elect in its sole discretion to allow additional Guests over such maximums for additional guest fees payable by the Guest and/or the Member responsible for such Guest. The Club Owner shall make available to Members any restrictions on the maximum number of Guests as same may be implemented from time to time. EACH OWNER ACKNOWLEDGES AND AGREES THAT IT SHALL CONTACT THE CLUB MANAGER OR MANAGEMENT OFFICE FOR THE CURRENT GUEST RESTRICTIONS.

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

**"MEDLEY AT ANGELINE"** shall initially mean the real property described on **Exhibit B** attached hereto and made a part hereof, subject to additions and deletions thereto as permitted pursuant to the terms of the Declaration and this Club Plan. The definition of "MEDLEY AT ANGELINE" shall be automatically amended to include land added to the real property described on **Exhibit 1** of the Declaration as permitted pursuant to the terms of the Declaration.

**"Member"** shall mean every Owner of a Home (other than an Owner who has leased his/her Home to a Lessee) and Lessee of a Home within MEDLEY AT ANGELINE; provided, however, for the purposes of membership, there shall be only one (1) Owner or Lessee per Home. 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 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. Club Owner may provide access to the Club Facilities to non-Members upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion. Club Owner may establish qualification requirements, fees and dues for a contract purchaser or non-Members to have access to and use of the Club Facilities. Once a contract purchaser obtains title to the Home, then such purchaser shall be deemed an Owner and Member hereunder. Notwithstanding anything contained herein to the contrary, neither AG, nor any other Builder shall be deemed a "Member" under this Club Plan.

**"Membership Agreement"** shall mean the membership agreement in the form attached hereto as **Exhibit D** and incorporated herein by reference; provided, however, the Club Owner may elect to modify and/or supplement the initial form Membership Agreement attached as Exhibit D. Each Owner is responsible for confirming the current form Membership Agreement on file with the Club Owner and/or Club Manager. Each Owner shall automatically be deemed a "Member" upon the acceptance of a deed to a Home; however such Member shall provide a complete Membership Agreement in order to access the Club Facilities, unless such requirement is waived by the Club Owner. Prior to access of the Club Facilities, Members shall submit a Membership Agreement in connection with the purchase of the Home or at such other time as determined by Club Owner and prior to accessing the Club Facilities (unless such requirement is waived by the Club Owner). Further, each Member shall comply with all registration requirements imposed by the Club Owner. Upon the Club Owner's receipt and approval of the executed Membership Agreement (unless such requirement is waived by the Club Owner), the Club Owner will provide the Member information on obtaining membership cards or access devices, if any. The Club Owner may, at its discretion and without any abatement of Club Dues, deny a Member access to the Club Facilities unless and until such Member provides a complete Membership Agreement to the Club Owner.

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

**"Public Records"** shall mean the Public Records of Pasco County, Florida.

**"Purchase Option"** shall have the meaning set forth in Section 5.3 hereof.

**"Special Use Fees"** shall have the meaning set forth in Section 7.8 hereof.

2. **Benefits of Club.** The Declarant and each Owner, by acceptance of title to a Lot or any other portion of MEDLEY AT ANGELINE, 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 MEDLEY AT ANGELINE and be binding on each Owner and his, her or its successors in title and assigns. Every portion of MEDLEY AT ANGELINE that can be improved with a Home shall be burdened with the payment of Club Dues. Every Owner, by acceptance of a deed to any Home, shall automatically assume and agree to pay all Club Dues owing in connection with such Owner's membership. Subject to the Club Owner's right to amend this Club Plan, the covenants, conditions and restrictions of this Club Plan shall run with and bind MEDLEY AT ANGELINE and shall inure to the benefit of and be enforceable by the Club Owner, its successors in title and permitted assigns, for a term of twenty-five (25) years from the date this Club Plan is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Club Plan shall be automatically extended for successive periods of ten (10) years unless terminated by Club Owner.

2.2 **Value.** By acceptance of a deed to a Lot, each Owner agrees and acknowledges that automatic mandatory membership in the Club granted to Owners and Lessees renders ownership of a Home in MEDLEY AT ANGELINE 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 acknowledges that Club Owner is initially investing substantial sums of money and time in developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner. Each Owner 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.

2.3 **Product Purchased.** There were significant other housing opportunities available to each Owner in the general location of MEDLEY AT ANGELINE. The Lot, together with the rights to utilize the Club Facilities, were material in each Owner's decision to purchase a Lot in MEDLEY AT ANGELINE and were, for the purposes of this Club Plan, a "single product." Each Owner acknowledges and agrees the Club Property is not Common Area owned or controlled by the Association. Each Owner acknowledges that full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to or upon the Owner executing a contract to purchase a Lot and each Owner has, or was afforded the opportunity to, consult with an attorney.

BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES AND ACKNOWLEDGES THE CLUB OPERATIONS AND CLUB PROPERTY ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER. AS SUCH, AND SPECIFICALLY BECAUSE THE CLUB PROPERTY IS A COMMERCIAL PARCEL AND THE CLUB OPERATIONS ARE COMMERCIAL USES, CHAPTER 720, FLORIDA STATUTES, AS MAY BE SUBSEQUENTLY AMENDED, DOES NOT APPLY TO THE CLUB OPERATIONS, THE CLUB OWNER OR THE CLUB PROPERTY.

2.4 **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 Lot and each Owner has, or was afforded the opportunity to, consult with an attorney. Without limitation of the foregoing, each Member, on their own behalf and on behalf of any Family, Guest or Lessee, is hereby deemed to acknowledge and agree to use due care in and around the Club Property as well as in participating in any activities in and around the Club Property, and accept the following inherent risks associated with the Club Property, including without limitation, the Club Facilities:

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

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

2.4.3 Members may experience a loss of privacy resulting from proximity of Homes to the Club Property and use of the Club Facilities by Members and non-Members; and

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

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

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

2.5 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club Property or Club Owner in favor of the Association or Members but instead grant Members a non-exclusive license to access the Club Property and use the Club Facilities subject to full compliance with all obligations imposed by this Club Plan and the other Club Documents.

MEMBERS OBTAIN **A NON-EXCLUSIVE REVOCABLE LICENSE** TO USE THE CLUB FACILITIES IN ACCORDANCE WITH THE CLUB DOCUMENTS. SUCH LICENSE SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP IN THE CLUB. THIS CLUB PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY.

### 3. Use and Development of the Club Property.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property at any time by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Member, may cause an increase or decrease in Club Expenses. Upon such removal by the Club Owner of portions of the Club Property, the Club Owner shall have the right to sell, rent, lease or otherwise

transfer interests in such removed Club Property, including without limitation the Club Facilities, to other persons or entities and upon such terms and conditions as determined by Club Owner.

3.2 Club Facilities. Club Owner intends to construct certain amenities and club facilities on the Club Property (the "**Club Facilities**") that will be and shall remain the property of Club Owner, subject only to the provisions herein, including without limitation, the Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, remove from, alter, and modify the Club Facilities at any time. The Club Owner may, in its sole discretion, construct additional facilities and amenities and add them to the Club Facilities; provided, however, the Club Owner has not committed to any additional facilities and there is no assurance that any additional facilities will be provided at the Club. If constructed, the Club Owner may, in its discretion, allow all Members to use the additional facilities, or give Members the option to use the additional facilities upon payment of Special Use Fees or additional fees and charges established by Club Owner. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DESCRIPTION OF "CLUB FACILITIES" AS SET FORTH IN THIS CLUB PLAN IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE CLUB OWNER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE CLUB FACILITIES THAT WILL BE A PART OF THE CLUB.

3.3 Additional Services and Components. Certain recreational components or facilities may be available to Members, subject to Special Use Fees and additional charges, which may include, without limitation, premium chairs, umbrellas, parking areas or other facilities that may be available for rental and/or use, subject to additional fees and charges established by the Club Owner in its sole and absolute discretion. Although such additional recreational components or facilities may be located within or adjacent to the Club Facilities, they are not "Club Facilities." Further, the Club Owner has no obligation to provide any such additional recreational components or facilities.

3.4 Construction and Use of the Club Facilities. Club Owner will improve the Club Property with 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 (and the Declarant and Builders, as authorized by Club Owner in Club Owner's discretion) shall have the unequivocal right to:

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

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

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

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

3.4.5 post, display, inscribe or affix to the exterior of the Club Property and Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of MEDLEY AT ANGELINE including, without limitation, the sale of Lots;

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

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

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

3.5 Changes. Club Owner reserves the absolute right in Club Owner's sole and absolute discretion to, from time to time, alter or change the Club Facilities, 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.

3.6 Commercial Space. It is possible that portions of the Club Property, including, without limitation, the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. 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 Property. 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 shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Expenses or the Club Dues payable by Owners.

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

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

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

3.7.3 To charge any admission, use, or other fee for use of any Club Facilities by non-Members as the Club Owner may deem appropriate;

3.7.4 To suspend a Member's right to use Club Facilities for the period during which any Club Dues remain unpaid and past due and for a reasonable period during or after any infraction and/or violation of the Club Documents;

3.7.5 To dedicate or transfer all or any part of the Club Property to any governmental agency, public authority, or utility;

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

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

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

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

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

3.7.11 To regulate parking and traffic at the Club Property and designate or modify all Parking Areas;

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

3.7.13 To execute all documents and take such actions and do such acts affecting the Club Facilities, which, in Club Owner's sole discretion, are desirable or necessary to facilitate development, construction, sales, and marketing of any portion of MEDLEY AT ANGELINE; and

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

3.8 Acts of God. If the use and/or operation of any of the Club Facilities is limited or prevented in whole or in part by any state, federal or local law, rule, regulation, order or other action adopted or taken by a federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, states of emergency, accidents, epidemics, pandemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of the Club Owner and/or Club Manager, whether or not specifically mentioned herein, the Club Owner and Club Manager shall be excused, discharged and released from performance of any obligation under this Club Plan without liability of any kind. In any such event, the Club Owner and/or Club Manager may temporarily close or restrict access to all or any portion of the Club Facilities as may be reasonably necessary, as determined by Club Owner and/or Club Manager in their sole discretion. Unless otherwise determined by Club Owner in its sole discretion, The Club Owner will not reduce or suspend Club Dues during the time when the Club Facilities, in whole or in part, are not available. Unless otherwise determined by Club Owner in its sole discretion, There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during any period which the Club Owner and/or Club Manager may temporarily close or restrict access to all or any portion of the Club Facilities.

3.9 Interference with Club. No Member or such Member's Family or Guest, or any other person or entity, shall in any way interfere with the development, operation, use, marketing or sale of the Club Facilities, Club Property or any lands or improvements therein by Club Owner or Club Manager. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS WITH RESPECT TO THE CLUB MAY IMPACT THE VALUE OF HOMES AND/OR LOTS IN MEDLEY AT ANGELINE; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS ON OR ABOUT THE CLUB PROPERTY IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE CLUB AND THE HOMES AND/OR LOTS IN MEDLEY AT ANGELINE.

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

4.1 Rights of Members. Each Member shall have such non-exclusive license 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 the record title owner of a Home. If a Home is owned by a corporation, company, trust or other legal entity, or is owned by more than one Family, then the Owner(s) collectively shall designate up to one (1) natural person residing in the Home who will be the Member of the Club with

respect to such Home (and such natural person's "Family" residing in the Home shall be deemed the "Family" of such Member in accordance with this Club Plan). 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 other 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." Prior to using the Club Facilities, Members are required to complete, sign and deliver to Club Owner (and/or Club Manager if determined by Club Owner) the Membership Agreement and comply with any other registration requirements imposed by the Club Owner and/or Club Manager from time to time.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the absolute right at any and all times, and from time to time, to make the Club Facilities available to individuals, persons, firms or corporations other than Owners and Lessees. Club Owner shall, in its sole and absolute discretion, establish the fees to be paid, if any, by any person using the Club Facilities 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 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.

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

4.4 Guests. Guests of Members may use the Club Facilities in accordance with the Club Rules and Regulations established by the Club Owner. The number of times a particular Guest may use the Club Facilities during any particular period of time and the number of Guests a Member may sponsor at any particular time may be limited in the discretion of the Club Owner and are subject to the terms and conditions of this Club Plan and any Club Rules and Regulations established by Club Owner. EACH OWNER ACKNOWLEDGES AND AGREES THAT IT SHALL CONTACT THE MEMBERSHIP OFFICE FOR THE CURRENT GUEST RESTRICTIONS. All Members are responsible for the conduct of their Guests and the payment of all fees and charges unpaid by their Guests. Any person who does not qualify as "Family" or "Lessee" or an "Occupant" may only use the Club Facilities as a Guest of a Member or pursuant to a separate membership obtained by such person, as applicable. Notwithstanding anything contained herein or the Membership Agreement to the contrary, no Guest may access the Club Property or use the Club Facilities until Club Owner has received such Guest's executed use and release agreement, to the extent required by Club Owner.

## 5. Ownership and Control of the Club.

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

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

5.3 Association's Option to Purchase the Club. On such date that is two (2) years after the Community Completion Date, or earlier at the Club Owner's sole discretion which shall be exercised by written notice to the Association (the "**Option Date**"), the Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for an amount (the "**Purchase Price**") resulting from the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs (assuming the Purchase Option was not exercised). If the Association does not exercise the Purchase Option within ninety (90) days after the Option Date, the Association's option to purchase the Club shall terminate, be null and void and the Association no longer shall have the right to exercise the

Purchase Option. Such Purchase Option may be exercised by written notice (the "**Option Notice**") to Club Owner signed by a majority of the Board, without the joinder of any Owner or any other person or entity, in the form attached hereto as **Exhibit E**, 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):

LEN MEDLEY AT ANGELINE CLUB, LLC  
c/o Lennar Homes, LLC  
700 N.W. 107<sup>th</sup> Avenue  
Miami, Florida 33172  
Attention: Legal Department

With a copy to:

LEN MEDLEY AT ANGELINE CLUB, LLC  
c/o Lennar Homes, LLC  
4301 Boy Scout Blvd., Suite 600  
Tampa, Florida 33607  
Attention: Division President

The Option Notice shall be irrevocable once signed by a majority of the Board. Club Owner shall convey the Club to the Association within sixty (60) days of Club Owner's receipt of the Option Notice. 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 the Association which shall be in substantially the form attached hereto as **Exhibit F**.

#### 5.4 Documentation of Transfer.

5.4.1 Documentation from Club Owner. At the time that the Club is transferred to the Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club Property, a special bill of sale for the personal property owned by the Club Owner and part of the Club Facilities, 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 for the Club Property at Association's sole cost and expense, a closing statement, and all affidavits and other documents reasonably required by the title insurance company to effect the transfer of the Club Property.

5.4.2 Documentation from Association. At the time that the Club is transferred to the Association, the Association shall be obligated to deliver the following: the Purchase Price, all costs to effectuate the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, the costs of any closing agent or escrow agent conducting such closing as chosen by Club Owner in its sole discretion, the costs of preparing all closing documentation, a closing statement, a general release in the form attached to the Purchase and Sale Agreement, and all affidavits and other documents reasonably required by the title insurance company to effect the transfer of the Club Property. The Association shall be solely responsible for arranging for all purchase money financing and paying costs associated therewith.

5.5 Transfer of Control. The conveyance of the Club Property, or any portion thereof, shall be subject to all easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. The Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. The Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. The Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). THE CLUB PROPERTY, 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.

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

5.7 Early Purchase Offer. After the Turnover Date and prior to the Option Date, the majority of the Board, without the joinder of any Owner or any other person or entity, may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to the Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by the Association.

6. Annual Minimum Food Purchase. Each Member shall be required to spend a minimum of Five Hundred and 00/100 Dollars (\$500.00) on food purchases from the Club during any twelve (12) month period ("**Annual Minimum Purchase**"). Alcoholic beverages (if any are served at the Club, as applicable) shall not count toward a Member's Annual Minimum Purchase. In the event a Member fails to satisfy and spend the required Annual Minimum Purchase during any applicable period, such Member shall be billed the difference between (i) the total amount of food purchases (excluding alcoholic beverages) made by such Member during such applicable period, and (ii) Five Hundred and 00/100 Dollars (\$500.00). EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES AND AGREES THERE IS AN ANNUAL MINIMUM PURCHASE REQUIREMENT AND EACH MEMBER IS REQUIRED TO SPEND A MINIMUM AMOUNT ON FOOD PURCHASES AT THE CLUB, AND FAILURE TO MEET THE ANNUAL MINIMUM PURCHASE AMOUNT WILL RESULT IN THE MEMBER BEING BILLED FOR THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF FOOD PURCHASES (EXCLUDING ALCOHOLIC BEVERAGES) MADE BY SUCH MEMBER AND THE REQUIRED ANNUAL MINIMUM PURCHASE AMOUNT. Any non-Members using the Club Facilities may be required to purchase a minimum amount of food as established from time to time by the Club Owner in its sole discretion.

7. Club Dues. In consideration of the Club Owner providing for use of the Club Property by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and in the other Club Documents. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment in advance on a yearly or quarterly 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.

7.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. All Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges. Commencing on the first day of the period covered by the annual Club Budget, and until the adoption of the next annual Club Budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Lots anticipated to be subject to the obligation to pay Club Expenses in the upcoming period covered by the annual Club Budget, or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the total number of Lots subject to the obligation to pay Club Expenses.

7.2 Club Membership Fee. Each Owner shall pay monthly in advance (or other payment period designated by Club Owner) as part of the Club Dues, without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "**Club Membership Fee**") set forth in the Club Membership Fee Schedule attached hereto as **Exhibit C** (the "**Club Membership Fee Schedule**"). From 2030 and thereafter, Club Membership Fees shall be determined by the Club Owner and Club Owner reserves the right to increase the Club Membership Fees by no more than fifteen percent (15%) on an annual basis and the Club Owner shall periodically publish and make available to prospective Members the Club

Membership Fees then in effect. The Club Membership Fee shall be in addition to each Owner's obligation to pay its pro rata portion of the Club Expenses.

7.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues. Neither the Club Owner nor the Club Manager makes any representations or opinions regarding the federal or state income tax consequences of membership in the Club. Members remain subject to all applicable state and federal tax laws as they may exist from time to time. Members should consult with their own tax advisor with respect to the tax consequences of paying the Club Membership Fees, Club Dues and other charges and fees associated with the Club.

7.4 Perpetual. Each Owner's obligation to pay Club Dues shall be perpetual (so long as such Owner has a license to use the Club Facilities pursuant to this Club Plan), regardless of whether such Owner's Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

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

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

7.7 Club Owner's Obligation. Under no circumstances shall Club Owner be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual Club Budget on a number of Lots greater than those owned by Owners, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners, if any.

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

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

7.10 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee and each Owner's pro rata portion of the Club Expenses, shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. Notwithstanding the foregoing, no Owner 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).

7.11 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.

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

7.13 Obligation to Pay Real Estate Taxes and Other Expenses. Each Owner shall pay all taxes, charges and obligations relating to his or her Lot which if not paid, could become a lien against the Lot which is superior to the lien for Club Dues created by this Club Plan. Upon failure of an Owner to pay the taxes, charges, and other obligations 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.

7.14 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Lots. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Lot is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Lot.

7.15 Statement of Account Status. Within fourteen (14) days after receipt of a written demand by any Owner, Club Owner or Club Manager shall cause to be furnished to such 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. Determination of Club Expenses.

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

8.2 Adoption of Club Budget. Club Expenses shall be established by the adoption of a projected operating budget for the Club (the "**Club Budget**"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3 Initial Club Budget. The initial Club Budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Expenses. It is not intended that any third party rely on any Club Budget in electing to purchase a Lot. The figures shown in the initial Club Budget are based on good faith analysis; therefore, it is likely that the actual Club Budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Expenses. Club Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses until after the Club begins operation.

8.4 Adjustments If Club Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing; or (iii) the remaining Club Dues shall be adjusted to reflect such deficit or surplus.

8.5 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.

8.6 Reserves. The Club 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.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner, by acceptance of a deed to a Lot, shall be deemed to have covenanted and agreed that the 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 of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing lien in favor of Club Owner encumbering each Lot and all personal property located thereon owned by the Owner. Subject to the terms of this Club Pan, such lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded in the Public Records. The Claim of Lien shall also secure the payment of 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 or entity who was the record title owner of the Lot at the time when the charge or fee became due, as well as such person's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in the lease to the contrary. All payments on accounts shall be first applied to any fines levied in accordance with the terms of this Club Plan (if and as applicable), then to interest accrued by the Club Owner and/or Club Manager, then to any administrative late fee, then to costs and attorneys' fees, then to the delinquent Club Dues payment first due, and then to any current Club Dues. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CLUB OWNER'S LIEN FOR CLUB DUES SHALL BE SUBORDINATE TO THE ASSOCIATION'S LIEN FOR ASSESSMENTS.

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 Expenses, Special Use Fees, and/or Club Membership Fees; provided, however, under no circumstances shall the Association be responsible for or obligated to collect any amounts due to Club Owner, and all such collections for amounts due to Club Owner shall be separate from any collections by the Association for Assessments.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for the lesser of: (i) the unpaid Club Dues that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Club Owner; or (ii) one percent (1%) of the original mortgage debt. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, or the Lot 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. 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 Owner. In the event Club Owner makes such payment on behalf of an Owner, 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.

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 Twenty-Five and No/100 Dollars (\$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 Lot, or both. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club Owner would not be served by doing so. There shall be added to the Claim of Lien and/or other claim for collection of Club Dues all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

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

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 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 Home 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 Property 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 Property to a 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. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Lots, may enforce the Club Rules and Regulations, and/or prepare the Club Budget.

11. Meeting Notices Posted By Association. Subject to the reasonable approval by the Club Owner, the Association shall have the right (without charge) to temporarily post all notices of its Board and member meetings and all notices required by the Florida Statutes at a location designated by the Club Owner within the Club Facilities visible to all Members. The Association is hereby granted a license over such portion of the Club Facilities as necessary to exercise the foregoing right. The Association shall use best efforts to ensure such posting of notices does not cause damage the Club Facilities or property of Club Owner. Notwithstanding the foregoing, the Association shall be responsible for any and all damage to the Club Facilities or other property of Club Owner caused in connection with the Association's exercise of the rights granted herein.

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

13. Rights to Pay and Receive Reimbursement. Club Owner shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any 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 at all levels including appeals, collections and bankruptcy.

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

14.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center, if any) without adult supervision. Minors under sixteen (16) years of age are not permitted to use the Club Facilities without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision only if such minor's parent or legal guardian releases Club Owner from all 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 (if any) caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center, if any. The Member responsible for such minor's use of the Club Facilities is responsible for the actions and safety of such minor and any damages to the Club Facilities caused by such minor. Club Owner is not liable and specifically disclaims liability for the actions of such minors.

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

14.3 Cars and Personal Property. The Club Owner is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or any other part of the Club Property. 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 Property assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Property. No trailers or boats may be parked on the Club Property at any time.

14.4 Activities. Any Member, Family, 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 Owner, 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 Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or such Member's Family or Guest. 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 within the Club Property shall not be removed from the area or room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. Each Member, Family, Guest or other person who, in any manner, makes use of, or accepts the use of the Club Property, or any portion thereof, agrees to indemnify and hold harmless Club Owner, its officers, 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 use of the Club Property, including, without limitation, use of the Club Facilities by Members and their Family or 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 Owner or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club Owner's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner 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 elect, in Club Owner's sole and absolute discretion, to 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 Owner and/or Club Manager 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, Family, 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, in the sole judgment of Club Owner:

15.1.1 such person is not an Owner or a Lessee;

15.1.2 the Member violates one or more of the Club Rules and Regulations or any term of this Club Plan;

15.1.3 a Guest or other person for whom a Member is responsible violates one or more of the Club Rules and Regulations or any term of this Club Plan;

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

15.1.5 a Member, Family, and/or Guest has injured, harmed or threatened to injure or harm any person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to a Member, third party or 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. 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 in accordance with the payment schedule set by the Club Owner (i.e. quarterly, monthly, yearly, etc.). Under no circumstance will a Member be reinstated until all Club Dues and other amounts due 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 Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities 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. 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 written notice recorded by the Club Owner 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 Property on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property, or from any act of negligence of any other 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. No Owner shall be entitled to cancel this Club Plan or receive any abatement in Club Dues on account of any such occurrence. 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 Property, 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 recorded in the Public Records. Should such notice be recorded by Club Owner in the Public Records, this Club Plan and the provisions in the Declaration relating to the Club shall automatically terminate and shall be of no further force or effect. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club Property be taken in an eminent domain proceeding 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 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 Club Facilities, 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 of the Club Facilities.

19. Additional Indemnification of Club Owner. Each Owner, on behalf of itself and its respective Guests, Family, Lessees and invitees, and each other user of the Club Property, covenants and agree jointly and severally to indemnify, defend and hold harmless Club Owner, its 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, and improvements thereon, or resulting from or arising out of activities or operations of Club Owner, its affiliates, designees or Owners, 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. Estoppel. The Club Owner shall, from time to time, upon not less than ten (10) days' prior written notice from a Member, execute, acknowledge and deliver a written statement: (i) certifying 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 (ii) acknowledging that there are not, to the Club Owner's knowledge, any uncured defaults by such Member with respect to this Club Plan.



21. No Waiver. The election 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 Member, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner 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 Lot, each Member specifically agrees that the purchase of a Lot 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 the Club Owner; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Club Owner or Club Owner's representative; (3) relating to personal injury or property damage alleged to have been sustained by the Member, the Member's guest or children or other occupants of the Lot and/or authorized users of the Club; or (4) issues of formation, validity or enforceability of this Section 23. Each Member agrees to the foregoing on behalf of his or her guests or children and other occupants of the Home 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 and/or Club Owner shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's applicable Mediation Procedures in effect on the date of the request. Any party who will be relying upon an expert report at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, 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 applicable Arbitration Rules in effect on the date of the request. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) 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: (i) 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; (ii) that Club Owner may, at its sole election, include Club Owner's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (iii) that the mediation and arbitration will be limited to the parties specified herein.

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

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 and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the non-contesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

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

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

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 LOT 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 HOME, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT, EACH LOT IS LOCATED IN PASCO COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, CLUB OWNER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA.

25. Release. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS THE RESPONSIBILITY, AND HAS BEEN PROVIDED THE OPPORTUNITY, TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A LOT, EACH MEMBER ACKNOWLEDGES THAT THEY HAVE 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 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 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 Club Owner unless such amendment receives the prior written consent of Club Owner which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person 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 elect, in Club Owner's sole and absolute discretion, to terminate this Club Plan (and all rights and obligations hereunder). Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of MEDLEY AT ANGELINE 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 MEDLEY AT ANGELINE 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 Lot'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.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 24 day of August, 2022.

**WITNESSES:**

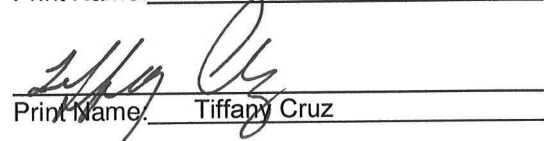
**"CLUB OWNER"**

LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole Member



Print Name: Caroline Orellana



Print Name: Tiffany Cruz

By:   
Name: Parker Hirons  
Title: Vice President


STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of August, 2022, by Parker Hirons as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, the sole Member of LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:



Carey Gutierrez  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG958988  
Expires 2/17/2024

  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Carey Gutierrez

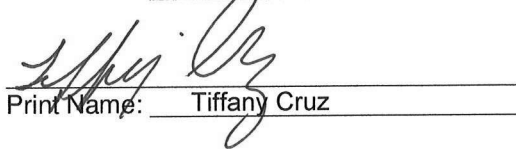
**JOINDER**

LENNAR HOMES, LLC, a Florida limited liability company ("**Declarant**") does hereby join in the CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB (the "**Club Plan**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Declarant agrees this Joinder is for the purpose of subjecting any lands within MEDLEY AT ANGELINE (as defined in the Club Plan) owned by Declarant to the Club Plan and for evidencing Declarant's acceptance of the rights and obligations provided in the Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24 day of August, 2022.

**WITNESSES:**

  
Print Name: Caroline Orellana

  
Print Name: Tiffany Cruz

**"DECLARANT"**

**LENNAR HOMES, LLC**, a Florida limited liability company

By:   
Name: Parker Hirons  
Title: Vice President

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of August, 2022, by Parker Hirons as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of such company. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:



Carey Gutierrez  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG958988  
Expires 2/17/2024

  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Carey Gutierrez

JOINDER

AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company ("AG") does hereby join in the CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB (the "Club Plan"), to which this Joinder is attached. AG agrees this Joinder is for the purpose of evidencing AG's acceptance of the Club Plan and subjecting any land within MEDLEY AT ANGELINE (as defined in the Club Plan) owned by AG to the terms of the Club Plan, which shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 26 day of August, 2022.

WITNESSES:

"AG"

AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company

By: Essential Housing Asset Management, LLC, an Arizona limited liability company, its Authorized Agent

By: Steven S. Benson  
Steven S. Benson, its Manager

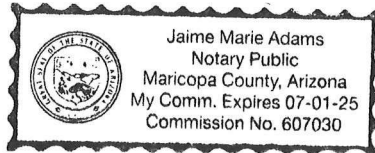
Jeannette Labaraga  
Print Name: Jeannette Labaraga

Wendy Zoeckel  
Print Name: Wendy Zoeckel

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 26 day of August, 2022, by Steven S. Benson, the manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company, for and on behalf thereof. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

(SEAL)



Jaime Marie Adams  
NOTARY PUBLIC  
Print Name Jaime Marie Adams

**EXHIBIT A**

LEGAL DESCRIPTION OF INITIAL CLUB PROPERTY

TRACT 4, ANGELINE PHASES 1A, 1B, 1C, AND 1D, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGES 72 THROUGH 89, INCLUSIVE, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



**EXHIBIT B**

LEGAL DESCRIPTION  
MEDLEY AT ANGELINE

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

**EXHIBIT C**

CLUB MEMBERSHIP FEE SCHEDULE

<b>YEAR</b>	<b>MONTHLY PAYMENT *</b>
<b>2022</b>	<b>\$50.00</b>
<b>2023</b>	<b>\$52.00</b>
<b>2024</b>	<b>\$54.00</b>
<b>2025</b>	<b>\$56.00</b>
<b>2026</b>	<b>\$58.00</b>
<b>2027</b>	<b>\$60.00</b>
<b>2028</b>	<b>\$62.00</b>
<b>2029</b>	<b>\$64.00</b>

\* plus applicable sales tax

From 2030 and thereafter, the Club Membership Fees shall be determined by the Club Owner and Club Owner reserves the right to increase the Club Membership Fees by no more than fifteen percent (15%) on an annual basis.

**THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE. IN ADDITION TO THE CLUB MEMBERSHIP FEE, MEMBERS ARE REQUIRED TO PAY CLUB DUES AS MORE PARTICULARLY SET FORTH IN SECTION 7 OF THE CLUB PLAN. MEMBERS ARE ALSO SUBJECT TO A REQUIRED MINIMUM ANNUAL PURCHASE AMOUNT FOR FOOD PURCHASES AT THE CLUB AS DETAILED IN SECTION 6 OF THE CLUB PLAN.**

**EXHIBIT D**

**INITIAL FORM MEMBERSHIP AGREEMENT**

**[ATTACHED ON FOLLOWING 4 PAGES]**

**MEMBERSHIP AGREEMENT**

The undersigned (the "**Member**") of the MEDLEY AT ANGELINE CLUB (the "**Club**") hereby submits this Membership Agreement (together with all addenda attached hereto, collectively referred to herein as the "**Membership Agreement**") to LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company (currently, the "**Club Owner**"). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in that certain CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB recorded in the Public Records of Pasco County, Florida (as amended and/or supplemented, the "**Club Plan**"). The undersigned requests that their name be placed on the Membership roster as follows:

**MEMBER INFORMATION**

Mr.  Mrs.  Ms.  Miss  Dr.

Name of Member (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

Street

City State Zip

Date of Birth \_\_\_\_\_ E-Mail Address\* \_\_\_\_\_

Home Telephone # (\_\_\_\_) \_\_\_\_\_ Mobile Telephone # (\_\_\_\_) \_\_\_\_\_

*\* Please provide the E-Mail address you would like to use for purposes of notices from the Club.*

Familial Status: Single  Married  Partner  Other  \_\_\_\_\_

Spouse/Partner Name: \_\_\_\_\_ Spouse/Partner Date of Birth: \_\_\_\_\_

How many individuals residing with Member as Family Unit: \_\_\_\_\_

**INFORMATION OF ADDITIONAL OCCUPANTS RESIDING WITH MEMBER AS A FAMILY UNIT:**

	Name (First & Last)	Date of Birth
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

[MEMBERSHIP AGREEMENT CONTINUES ON FOLLOWING PAGE]

## TERMS AND CONDITIONS

1. Membership Subject to Membership Documents. In consideration of the permission granted to the Member to access, use and or otherwise avail itself of the Club Facilities, the undersigned enters into this Membership Agreement. The undersigned acknowledges that the Club is a privately owned and operated club facility, which operates on a private basis on such terms as the Club Owner and/or Club Manager establishes from time to time. The Member hereby acknowledges receipt of the Club Plan, and the Club's Rules and Regulations currently in effect (the Club Plan and Club Rules and Regulations together with this Membership Agreement are collectively referred to as the "**Membership Documents**"), and hereby agrees to abide by all of the respective terms and conditions of the Membership Documents, as same may be amended.

2. Disclosure and Release of Information. The Member hereby authorizes the Club Owner to send any and all notices, invoices, promotions, or other mailings regarding the Membership by electronic mail to the e-mail address provided in this Membership Agreement. The Member hereby acknowledges that the Club Owner and Club Manager are relying on the information provided by the Member in this Membership Agreement, and the Member hereby represents and warrants to the Club Owner and Club Manager that such information is accurate. The Member hereby agrees to promptly notify and inform Club Owner and Club Manager in the event any information provided by the Member in this Membership Agreement changes and/or is no longer accurate. The Member hereby acknowledges that the Club Owner or Club Manager may use photographs taken at the Club Property, including photos of the Member and other users at the Club and statements made by the Member for Club and/or community publications without any prior approval or consent of the Member.

3. Waiver and Indemnity. The Member acknowledges and agrees on behalf of himself or herself, and his or her Family, Lessees and Guests (as such terms are defined in the Club Plan) who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, shall do so at his or her own risk, and hereby waive, satisfy and forever discharge the Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, the "**Club Indemnified Parties**") from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, including without limitation the use of any rental equipment provided by the Club or Club Owner or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, and shall defend, indemnify and hold harmless the Club Owner and each of the other Club Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Member, its Family, Lessees and Guests. Should the Member, or his or her Family, Lessees or Guests file a legal action against the Club Owner or any of the Club Indemnified Parties for any claim, the Member shall be liable to each of the Club Owner and other Club Indemnified Parties for all costs and expenses incurred by it or them in the defense of such legal action, including reasonable attorneys' fees and paraprofessionals' fees (including fees acquired in connection with appellate proceedings). IN ADDITION AND WITHOUT ANY LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THE ASSUMPTION OF RISK AND WAIVER OF LIABILITY ATTACHED HERETO AS **ADDENDUM 1** AND THE MEMBER AND ITS FAMILY, LESSEES AND GUESTS SHALL EXECUTE (OR THE RESPONSIBLE INDIVIDUAL SHALL EXECUTE ON BEHALF OF ANY MINOR) SUCH ASSUMPTION OF RISK AND WAIVER OF LIABILITY OR SIMILAR INSTRUMENT PRIOR TO ANY ACCESS OR USE OF THE CLUB FACILITIES.

4. Use of Club Facilities at Own Risk. The Member understands there are inherent risks associated with participation in water-related and other recreational activities, including, but not limited to, those associated with use of any pool, slide, splash pad, water benches or other Club Facilities, as applicable. Some of these risks are outlined below, but there may be other, unknown risks that are an inevitable part of using the Club Facilities and participating in activities thereon. Because of these risks and hazards, serious accidents can occur, including but not limited to falling, physical contact with another person or equipment, encountering wildlife, hitting the pool bottom, bad weather, sun exposure, and complications of any existing or developing medical conditions. All of these and others not listed here, may result in injuries severe enough to require serious medical care, short or long-term disability, dismemberment or even death. Activities and sports may be offered as a free activity for Members and Guests and the above statement as well as the terms outlined in the rest of this document apply to all such use of, and activities upon, the Club Facilities and surrounding property. Non-swimmers shall not participate in water activities. By signing this Membership Agreement, the Member acknowledges that such Member, its Family and Guests know how to swim and can swim to safety. EACH MEMBER AND HIS OR HER FAMILY, LESSEES, AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND HIS OR HER FAMILY, LESSEES, AND GUESTS SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

5. Assignment. The Member's obligations and/or rights under this Membership Agreement are not assignable or transferable. However, Club Owner may assign its interest in this Membership Agreement and the Membership Documents, and in the event of such assignment, the liability and obligations of Club Owner shall be terminated effective as of such assignment.

6. Governing Laws. This Membership Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws. EACH MEMBER ACKNOWLEDGES REGARDLESS OF WHERE SUCH MEMBER EXECUTED A PURCHASE AND SALE AGREEMENT FOR A HOME, RESIDES, OBTAINS FINANCING OR CLOSED ON A LOT, EACH LOT IS LOCATED IN PASCO COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, CLUB OWNER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN PASCO COUNTY, FLORIDA. THE UNDERSIGNED KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN SUCH PARTY AND ANY OTHER PARTY HERETO WITH RESPECT TO THIS MEMBERSHIP AGREEMENT.

If the undersigned Member is married, then the signature of the Member's spouse is required, and such spouse shall be bound by all of the terms and conditions of this Membership Agreement, as a Member, in the same manner as the Member, and the obligations of the Member and his or her spouse shall be joint and several.

_____	_____	_____
Date	Print Name of Member	Signature of Member
_____	_____	_____
Date	Print Name of Spouse	Signature of Spouse

**ACCEPTANCE BY CLUB OWNER:**

**LEN MEDLEY AT ANGELINE CLUB, LLC**, a Florida limited liability company

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Addendum 1 - ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

**ADDENDUM 1 TO MEMBERSHIP AGREEMENT  
ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

In consideration of the permission granted me to access, use and or otherwise avail myself of the Club Facilities, I the undersigned, duly execute this Assumption of Risk and Waiver Of Liability (this "**Release**") and hereby irrevocably and unconditionally release, discharge, hold harmless, indemnify, and covenant not to sue the Club, the Club Owner, the Club Manager, any other legal entities related to the operation or ownership of the Club, and all respective partners, members, officers, directors, agents, contractors and employees (collectively, the "**Releasees**") from any and all liabilities, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from my or my guest's presence at or use of the Club Facilities and/or Club Property, whether caused in whole or in part by the negligence, acts, omissions, carelessness, or other conduct of the Releasees. This Release shall be binding upon my heirs, executors, administrators and assigns. Further, I hereby agree to release and discharge the Releasees from any and all liability for any loss or theft of, or damage to, any of my personal property within the facility.

I understand that my access to, use of, or participation at the Club Facilities and/or Club Property, and the various attractions offered within, carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. My and my guests' access to, use of, or participation at the Club Property, Club Facilities and the Club's attractions is completely voluntary, and I assume all risk associated therewith, including, without limitation, scrapes, lacerations, impact injuries, illness, infection, mental stress and anxiety, weather conditions, slips and falls, equipment failure, damage to property, drowning, disfigurement, death, and any other risks foreseeable or not foreseeable. I authorize the Releasees to call for medical care for myself or my guests if, in the sole opinion of the Releasees, medical attention is prudent or needed and I hereby agree to pay all costs associated with such medical care. **IN EXCHANGE FOR THE CLUB OWNER ALLOWING ME TO USE THE CLUB FACILITIES AND THE OPPORTUNITY TO PARTICIPATE IN ANY SERVICE, ACTIVITY, OR EVENT ASSOCIATED WITH THE CLUB, I AGREE THAT MYSELF, MY FAMILY MEMBERS, AND MY GUESTS, WAIVE AND FOREVER RELEASE THE RELEASEES FROM LIABILITY FOR ANY INCIDENTS, INJURIES OR OCCURRENCES WHICH MAY ARISE AS A RESULT OF MY USE OF THE CLUB FACILITIES AND RELATED PROPERTY OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE POOLS, SLIDES, SPLASH PAD, WATER-RELATED FACILITIES, OR MY PARTICIPATION IN ACTIVITIES ASSOCIATED WITH THE CLUB. IN OTHER WORDS, I ASSUME ALL THE RISKS AND ALL THE RESPONSIBILITY FOR MY OWN WELLBEING AND THE WELLBEING OF MY FAMILY AND GUESTS.**

I agree to abide by all rules and instructions of the Club Owner and its personnel. By signing below, I acknowledge that I am aware of the risks related to the Club, Club Property and Club Facilities, and I have read and understand this Release and the Membership Agreement in its entirety, and I am releasing the Releasees from any and all liability, including negligence and losses due to the negligence of the Releasees. In the event that any provision of this Release is held to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this Release, which shall remain binding upon the undersigned.

I acknowledge I am signing this waiver voluntarily. I understand this document is a release of, without limitation, any liabilities, losses, claims, damages, demands, rights of action or causes of action resulting from or arising out of the acts, omissions and negligence of the Releasees. This document is intended to and shall be construed so as to provide the broadest possible protection for the Releasees under law. I voluntarily sign my name in physical or digital form as evidence of my acceptance of all the provisions contained herein and my agreement to be bound by them. **I UNDERSTAND I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY AND MY FAMILY'S RIGHT TO SUE. I HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN ANY DISPUTE RESOLUTION ARISING OUT OF THIS RELEASE.**

Name of Adult Participant	Signature	Date

**EXHIBIT E**

OPTION NOTICE

**IRREVOCABLE OPTION NOTICE**

The Board of Directors of MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Board**") hereby provides Club Owner (as defined in that certain CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB recorded in Official Records Book \_\_\_ Page \_\_\_ of the Public Records of Pasco County, Florida) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan. Attached hereto as **Schedule 1** is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this day of \_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director



**Schedule 1**

**MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC.,  
a Florida not-for-profit corporation  
(THE "ASSOCIATION")**

**ACTION BY THE BOARD OF DIRECTORS OF THE ASSOCIATION  
WITHOUT A MEETING**

The undersigned Board of Directors of the Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of the Association to purchase the Club (as defined in that certain CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB recorded in Official Records Book \_\_\_\_ Page \_\_\_\_ of the Public Records of Pasco County, Florida); and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Plan) with the Option Notice (as defined in the Club Plan) in order to evidence its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors by unanimous consent hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

Effective: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

**EXHIBIT F**

AGREEMENT FOR SALE AND PURCHASE

**[ATTACHED ON FOLLOWING 44 PAGES]**

**Exhibit F**

**AGREEMENT FOR SALE AND PURCHASE OF PROPERTY**  
**THE MEDLEY AT ANGELINE CLUB**

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AGREEMENT FOR SALE AND PURCHASE OF PROPERTY  
THE MEDLEY AT ANGELINE CLUB

This AGREEMENT FOR SALE AND PURCHASE OF PROPERTY THE MEDLEY AT ANGELINE CLUB (this "**Agreement**") is among LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company ("**Seller**"), and MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("**Buyer**").

**RECITALS:**

A. Seller is the owner of the fee simple estate in the Land (hereinafter defined) which is comprised of the Club;

B. Seller executed that certain CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB dated \_\_\_\_\_, 20\_\_\_\_, recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, public records of Pasco County, Florida (as may be amended and/or supplemented, the "**Club Plan**"); and

C. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Club on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Club Plan. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"**Acceptable Encumbrances**" shall have the meaning set forth in Section 5.1 hereof.

"**Agreement**" shall have the meaning set forth in the initial sentence hereof.

"**Business Day**" means any day on which business is conducted by national banking institutions in the County.

"**Closing**" shall mean the execution and delivery of the Special Warranty Deed and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by Buyer to Seller of the Purchase Price and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

"**Closing Date**" shall have the meaning as defined in Section 6.1 hereof.

"**Club Plan**" shall mean the CLUB PLAN FOR THE MEDLEY AT ANGELINE CLUB recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the County, as may be amended and/or supplemented from time to time.

"**Clubhouse Land**" means that certain real property described on **Exhibit A** attached hereto and made a part hereof.

"**County**" shall mean Pasco County, Florida.

**Due Diligence Reports** shall mean all reports, documents, studies, analyses, and other written information obtained by Buyer with respect to the Property including, without limitation, results of physical inspections, surveys, site plans, feasibility studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer (other than attorney work product) in connection with the Property, if any.

**Effective Date** shall mean 5:00 p.m. Eastern time on the date upon which both Buyer and Seller shall have executed this Agreement.

**Feasibility Date** shall mean 5:00 p.m. Eastern time on the tenth (10) day following the Effective Date.

**Foreign Substance** shall mean any substance which is commonly referred to as foreign or hazardous under local, state or federal law.

**Improvements** shall mean all of Seller's right, title and interest in and to any and all buildings, structures or other improvements located on the Land, including, but not limited to the clubhouse and any other improvements located on the Land. "Improvements" does not include any improvements located on the Land which are not owned by Seller (e.g., equipment and facilities owned by utility companies).

**Institutional Loan** shall have the meaning set forth in Section 4.2.1 hereof.

**Inventory** shall mean the furniture, fixtures and equipment listed on **Exhibit G** attached hereto and made a part hereof.

**Land** shall mean all of Seller's right, title and interest in and to the Clubhouse Land.

**Lender** shall have the meaning set forth in Section 4.2.1 hereof.

**MEDLEY AT ANGELINE** shall mean the planned community within which the Land is located.

**Pending Litigation** shall mean those litigation matters, including collection matters, if any, listed on **Exhibit H** attached hereto and made a part hereof.

**Permits** shall mean all permits, licenses, and other governmental approvals and authorizations affecting the Improvements.

**Personal Property** shall mean all Seller's right, title and interest in and to: (i) all Inventory and fixtures (if any not listed as part of the Inventory) owned by Seller and located on, or attached to, the Land; (ii) all supplies owned by Seller and used in the maintenance or operation of the clubhouse located on the Land; (iii) those Permits which are assignable or transferable to Buyer at Closing; (iv) all assignable or transferable service, maintenance, and equipment contracts, and all personal property leases and all other contracts, if any exist, relating to the ownership, maintenance, occupancy, use or operation of the Property and (v) the right to use the name MEDLEY AT ANGELINE as permitted by Section 7.3 hereof. Buyer acknowledges that there are no transferable warranties from third parties with respect to the Personal Property.

**Property** shall mean, collectively, the Improvements, the Land and the Personal Property.

**Prorations Date** shall mean 11:59 p.m. on the date prior to the Closing Date.

**Special Warranty Deed** shall mean the Special Warranty Deed conveying fee title to the Land to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

**Termination Notice** shall have the meaning set forth in Section 3.2 of this Agreement.

**Title Commitment** shall mean the commitment for issuance of an owner's title insurance policy to be issued on the Title Company and delivered to Buyer pursuant to Section 5.1 hereof.

**Title Company** shall mean \_\_\_\_\_, which issues the Title Commitment and the owner's title insurance policy to Buyer and mortgagee title insurance policy, if any, to Lender in accordance with the terms hereof.

Other capitalized terms contained in this Agreement not defined herein shall have the meanings set forth in the Club Plan.

3. **Inspection.**

3.1. **Information Regarding Property.** Within five (5) days after the Effective Date, Seller shall make available to Buyer at Seller's office for inspection and copying during regular business hours any surveys, financial statements plans, certificates of occupancy, environmental reports, and information about the payment of Club Dues with respect to the Land, which Seller shall make a good faith attempt to locate in its files and which Seller has not already provided to Buyer. All of such information is provided simply as an accommodation to Buyer, and Seller makes no warranties or representations as to their accuracy or completeness. Seller shall incur no liability to Buyer for any information contained in any materials furnished to Buyer or for Seller's failure to furnish any materials in Seller's possession to Buyer. Without limiting the foregoing, Seller shall have no obligation to obtain plans, permits or other information respecting the Property from governmental agencies or utilities.

3.2. **Buyer's Inspection Rights.** Buyer's obligations hereunder are expressly subject to Buyer's approval of the Property in all respects. Buyer shall have until the Feasibility Date in which to determine whether the Property is acceptable to Buyer in all respects. In the event that Buyer elects not to proceed with the purchase contemplated by this Agreement, Buyer shall deliver to Seller, at no cost to Seller, copies of all Due Diligence Reports within thirty (30) days of Buyer's election not to proceed. If Buyer determines that the Property is not acceptable in its sole discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination to Seller (the "**Termination Notice**") and upon such delivery this Agreement shall be terminated. Upon such termination and delivery to Seller of all Due Diligence Reports, neither party shall have any further rights or obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Unless Buyer delivers the Termination Notice in a timely manner, this Agreement shall remain in full force and effect, except that the inspection rights contingency in this Section 3.2 shall be deemed satisfied.

3.3. **Access.** Until the Feasibility Date, and thereafter if this Agreement has not been terminated pursuant to Section 3.2, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Property (including, without limitation, those using the clubhouse, employees, licensees, and service providers). All persons retained by Buyer to conduct such inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in amounts as reasonably requested by Seller. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

3.4. **Indemnification.** Buyer shall protect, indemnify, save and hold Seller harmless against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs at the trial level and at all levels of appeal) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by an act or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or about the Property, or from Buyer's inspection, testing,



examination and inquiry of or on the Property. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.5. Buyer's Obligations with Respect to Inspections. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property. Buyer shall promptly pay for all inspections and Due Diligence Reports upon the rendering of statements therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in Section 3.4 and this Section 3.5. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.6. Condition of the Property. If this Agreement is not terminated pursuant to Section 3.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property and this transaction in all respects. Buyer is expressly purchasing the Property in its existing condition "AS IS, WHERE IS" with respect to all facts, circumstances and conditions. Seller has no obligation to inspect for, repair or correct any such facts, circumstances, and conditions or to compensate Buyer regarding the Property. From and after Closing, Buyer assumes the full risk with respect to the Property including, without limitation, any liability resulting from the condition of the Property or resulting from any claims by third parties relating to the past, present, or future ownership, use or operation of the Property, with the exception of personal injury claims arising prior to Closing, and by execution hereof Buyer specifically agrees to indemnify and hold Seller harmless from all liability, loss, cost (including reasonable attorneys', paralegals' and legal assistants' fees and court costs at all trial and appellate levels) arising from the condition of the Property, including those arising from the presence of Foreign Substances on or at the Property. SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, including warranties with respect to the Property, zoning, land value, availability of access or utilities, presence of Foreign Substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Property, future restrictions upon use or sale, or the soil or water conditions of the Land. Buyer further acknowledges that Buyer is not relying upon any representation of any kind or nature made by Seller, or any of its employees or agents with respect to the Property and that, in fact, no such representations were made, except as expressly set forth in this Agreement. Buyer hereby specifically releases Seller from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind, whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Foreign Substance on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing. Each covenant, agreement, representation, and warranty of Buyer contained in this Section 3.6 of this Agreement shall survive the Closing or termination of this Agreement.

3.7. Pending Litigation. Seller has no knowledge of any pending or threatened litigation or claims by third parties or governmental entities respecting the Property except for the Pending Litigation.

4. Purchase Price and Terms of Payment; Closing Adjustments.

4.1. Purchase Price. The purchase price ("Purchase Price") of the Property shall be \_\_\_\_\_ and No/100 Dollars (\$ \_\_\_\_\_) subject only to prorations and adjustments herein provided (see Club Plan for Purchase Price).

4.2. Payment of Purchase Price. The Purchase Price shall be paid, all cash at closing, as follows:

4.2.1. Institutional Loan. Buyer's obligations hereunder are contingent upon its obtaining, by the Feasibility Date a commitment from an institutional lender ("Lender") for an acquisition loan secured by a first mortgage and security agreement and/or secured by an assignment and pledge of the Club payable pursuant to the Club Plan (hereinafter, the "Institutional Loan") in an amount equal to the Purchase Price with terms acceptable to Buyer and subject to conditions to be satisfied by Buyer or with respect to the Property as are customary in loans of similar type and size in Florida. If Buyer does not give Seller written notice, on or before the Feasibility Date, that Lender has issued a loan commitment containing the terms and conditions set forth in this subsection, and which is capable of being closed as between Lender and Buyer, not later than the Closing Date, then either party may terminate this Agreement by written notice to the other and the terms of Section 3.2 regarding termination shall apply.

4.3. Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Buyer shall be responsible for all items after the Prorations Date. All prorations shall be based on thirty (30) day months. Such adjustments and prorations shall include the following:

4.3.1. Taxes and Assessments; Pending and Certified Liens. All *ad valorem* real estate taxes, special taxing district assessments and personal property taxes and all assessments associated with the Property for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. If any tax prorations shall be based upon the amount of taxes for the year preceding the year of Closing; such taxes, at the request of any party hereto, shall be re-prorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of Closing are received. County or other public liens, if any, certified or for which the work has been substantially completed on the date of this Agreement shall be paid by Seller and any other such liens shall be assumed by Buyer; provided, however, that if any assessments are payable in installments, the installment due for the year in which Closing occurs shall be prorated between Seller and Buyer, and Buyer shall assume responsibility for payment of all installments for subsequent years.

4.3.2. Club Dues. All Club Dues and any other amounts due to Seller as dues arising out of the Club Plan shall be prorated as of the Prorations Date. Buyer shall receive a credit at Closing against the Purchase Price for any Club Dues paid to Seller as of the Prorations Date but applicable to any period after the Prorations Date. By way of example, pre-paid Club Dues received by Seller prior to Closing for periods after the Closing shall be credited to Buyer. Upon collection by Buyer of any Club Dues relating to the period prior to the Prorations Date, Buyer shall promptly deliver such amounts to Seller, and it shall be conclusively deemed that any amounts received after Closing by Buyer from any Owner (as defined in the Club Plan) whose account was not current on the Closing Date shall be applied first to satisfy amounts attributable to Seller for periods prior to the Proration Date and then to amounts due to Buyer. By way of example, if the Closing occurs mid-month, and Buyer receives a payment of Club Dues for such month after Closing, Buyer shall prorate the payment and remit to Seller the portion of the payment due to Seller under this Agreement. Buyer shall not change collection counsel with respect to any collection matters pending on the Prorations Date. The current pending collections matters are listed on Exhibit H attached hereto and made a part hereof. Buyer acknowledges that Seller has prepaid certain legal fees and Seller shall be entitled to reimbursement of such amounts advanced to the extent they are collected by legal counsel from and after Closing.

4.3.3. Payables. All of Seller's accounts payable incurred in the ordinary course of business in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables as of the Prorations Date, are herein called the "Payables". Seller agrees that between the Effective Date and the Closing Date all Payables shall be paid and discharged in the ordinary course of business. Any Payables that would have been paid by Seller in ordinary course of

business not paid on or before the Prorations Date and not discovered until after the Closing Date shall be paid by Seller at such time as they are discovered, provided such are discovered within one hundred and eighty (180) days of the Closing Date.

4.3.4. Revenues. All revenue generated from periods prior to the Closing Date shall be attributable to Seller. If payment for any such items received by Buyer after Closing, Buyer shall promptly remit such amounts to Seller (it being understood that any amounts owed by third parties shall be applied first towards amounts owed for periods prior to the Closing Date and last towards amounts owned for periods subsequent to the Closing Date).

4.3.5. Cash. There are no separate operating accounts and no reserves to be transferred respecting the Club.

4.3.6. Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, shall be adjusted and apportioned as of the Prorations Date. Deposits, if any, made by Seller, or any manager of the Property on behalf of Seller, or any predecessor in title as security under any utility or public service contract shall be credited to Seller to the extent that the same remains on deposit for the benefit, and in the name of, Buyer. If such deposits cannot remain on deposit for the benefit of Buyer, Buyer shall place new deposits with the utility company(ies) and the existing deposits shall be released to Seller prior to Closing. Readings will be secured for all utilities as close as practicable to the Prorations Date, and the remaining meter charge, if any, for the intervening time shall be apportioned on the basis of such last reading.

4.3.7. Contracts; Leases. All prepayments made under any continuing contracts or leases affecting the Property, if any, including, but not limited to, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for any deposits.

4.3.8. Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations with respect to operating revenues and expenses to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

4.3.9. Re-prorations and Post-Closing Adjustments. If any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained or are not available as of such date, the parties agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omissions or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period of twelve (12) months as to *ad valorem* taxes and six (6) months as to all other adjustments and no claims for adjustment may be made thereafter.

4.3.10. Intent of Prorations Provisions. The intent of the prorations and adjustments provided for herein is that Seller shall bear all expenses of operation of the Property and shall receive all income therefrom accruing through the Prorations Date, and Buyer shall bear all such expenses and receive all such income accruing thereafter.

4.4. Costs and Expenses. All Closing costs and expenses including, but not limited to, the cost of recording the Special Warranty Deed, documentary stamp taxes and surtax on the Special Warranty Deed, and the title insurance premium for the owner's title insurance policy to be provided by Title Agent and issued to Buyer after Closing, shall be paid by Buyer. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees, consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. By way of example, Seller shall pay its own legal fees and

costs and these shall not be charged to home owners in the event the transaction contemplated by this Agreement does not close.

5. Title; Survey.

5.1. Evidence of and Encumbrances Upon Title. Seller's counsel has delivered a form Title Commitment prepared by Seller's counsel and approved by Title Company for issuance by the Title Agent. The Title Commitment shall be the basis upon which Buyer shall review the status of title to the Property. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than following, herein referred to as the "**Acceptable Encumbrances**":

5.1.1. The standard printed exceptions in the Title Commitment, provided, however, that to the extent allowed by the Title Company and Florida law the standard printed exceptions for parties in possession and construction liens may be deleted from the owner's title insurance policy based upon Seller's Affidavit and the standard printed exception for matters that would be reflected on a current survey and for easements not shown by the public records may be deleted if Buyer obtains a current survey, as contemplated by Section 5.3 hereof, which satisfies the requirements of the Title Company;

5.1.2. Zoning and other regulatory laws and ordinances affecting the Property;

5.1.3. Easements for public utilities and drainage;

5.1.4. Any matters reflected on the plats of the Land;

5.1.5. Any other matters of record that do not render title unmarketable;

5.1.6. All matters in the Title Commitment not objected to by Buyer within the Title Review Period (as hereinafter defined);

5.1.7. Any matters which are approved in writing by Buyer (including those contemplated by this Agreement); and

5.1.8. Any matters created by or against Buyer.

5.2. Review of Evidence of Title.

5.2.1. Buyer shall have seven (7) days from the Effective Date within which to cause the Title Commitment to be examined and to notify Seller in writing of any liens, encumbrances, or exceptions other than the Acceptable Encumbrances (the "**Title Review Period**"). If no liens, encumbrances, or exceptions other than the Acceptable Encumbrances are shown, or if Buyer shall fail to notify Seller in writing of any liens, encumbrances or exceptions other than the Acceptable Encumbrances prior to the end of the Title Review Period, then except as provided in Section 5.4, Buyer shall be deemed to have waived any right to object to the status of title and all matters reflected on the Title Commitment shall be deemed Acceptable Encumbrances. Subject to Section 5.4, Buyer shall thereupon, with respect to the status of title to the Land and Improvements, be obligated to close the purchase at the time and in the manner herein specified.

5.2.2. If prior to the end of the Title Review Period, Buyer gives written notice of any liens, encumbrances or exceptions, other than the Acceptable Encumbrances, then Seller shall have the right, but not the obligation, to attempt to remove, discharge or correct such liens, encumbrances or exceptions and shall have a period of sixty (60) days after receipt of notice thereof ("**Cure Period**") in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or exceptions, except, however, that Seller shall be required to satisfy, release, or

discharge any mortgages in a liquidated amount voluntarily placed on the Property by Seller or by Seller's predecessors in title. If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exception within such period, then Buyer may, at its option, either accept title in its then existing condition without reduction of the Purchase Price or terminate this Agreement by giving written notice of termination within three (3) Business Days after the first to occur of (a) receipt of Seller's written notice that Seller is unable to remove the lien, encumbrance, or exception or (b) the expiration of the Cure Period. If Buyer shall fail to give written notice of termination within the aforesaid three (3) Business Day period, Buyer shall irrevocably be deemed to have accepted title in its existing condition (and all outstanding title matters shall then constitute Acceptable Encumbrances). If Buyer shall elect to terminate this Agreement pursuant to this paragraph, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the provisions of Sections 3.4 and 3.5 hereof.

5.3. Survey. Prior to the Feasibility Date, Buyer may cause a survey of the Land to be prepared at Buyer's sole cost and expense. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller, the Title Company, and Title Company's agent. If any encroachments not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller prior to the Feasibility Date, in which case any such encroachment shall be treated in the same manner as a title defect pursuant to Section 5.2.2 above; provided, however, that Buyer shall have no right to object to (a) any matters which constitute Acceptable Encumbrances; or (b) any public utility facilities or equipment located on the Land regardless of whether or not an easement for such facilities or equipment has been granted or recorded in the Public Records (and Buyer acknowledges that it is likely that such facilities and equipment do in fact exist on the Land); or (c) any matters reflected on any existing survey delivered by Seller to Buyer on or before the tenth day after the Effective Date. If, however, Buyer fails to obtain a survey, or if Buyer obtains a survey, but fails to give written notice of objection prior to the Feasibility Date, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4. Title Update. Seller shall cause the Title Company to update the Title Commitment, to a date not earlier than seven (7) days prior to the Closing Date. If the updated Title Commitment contains exceptions which arose subsequent to the effective date of the Title Commitment and which do not constitute Acceptable Encumbrances, Buyer may file written objection thereto within three (3) Business Days after receipt thereof, but in any event prior to completion of the Closing. If Buyer timely and properly files written objection to any such other item, all of the provisions of the last portion of Section 5.2.2 shall then be applicable. If the updated Title Commitment contains no exceptions, other than those reflected on the Title Commitment delivered pursuant to Section 5.1 and other Acceptable Encumbrances or if Buyer fails to give written notice of objection to Seller as and when required, all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

## 6. Closing.

6.1. Closing Date; Place. The Closing shall occur on or before \_\_\_\_\_ ("Closing Date"). Closing shall take place in the offices of Seller's counsel, or at such other locations selected by Seller.

6.2. Seller's Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer the following instruments (in addition to any other instruments contemplated by this Agreement):

6.2.1. Special Warranty Deed with respect to the Land and Improvements, in the form of Exhibit B hereto;

6.2.2. Affidavit in the form of Exhibit C hereto;

6.2.3. Bill of Sale with respect to those items of Personal Property which are furniture, fixtures, and equipment in the form of Exhibit D, including all of the Inventory;

6.2.4. Assignment and Assumption Agreement in the form of Exhibit E hereto;

6.2.5. Buyer-Seller Closing Statement;

6.2.6. Evidence satisfactory to the Title Company and Title Agent in its reasonable discretion of Seller's authority to execute the instruments delivered at the Closing and to consummate the Closing;

6.2.7. Any instruments required by Section 9 of this Agreement.

6.3. Buyer's Deliveries. At Closing Buyer shall deliver or cause to be delivered to Seller the following instruments (in addition to any other instruments required by the terms of this Agreement):

6.3.1. Assignment and Assumption Agreement, in the form of Exhibit E hereto;

6.3.2. Buyer-Seller Closing Statement;

6.3.3. Certificate of Good Standing from the Secretary of State of Buyer's organization;

6.3.4. Incumbency Certificate specifying the officers of Buyer authorized to act for and on behalf of Buyer with respect to the transaction contemplated hereby together with Secretary's Certificate evidencing adoption of resolutions authorizing Buyer to consummate the purchase;

6.3.5. A general release, in the form of Exhibit F hereto, in favor of Seller; and

6.3.6. Any instruments required by Section 9 of this Agreement.

6.4. Possession. Possession of the Property shall be surrendered at the Closing.

6.5. Closing Costs and Start-up Fund. Seller agrees to provide Buyer with start-up funds for the Club in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00), which shall be credited to Buyer at Closing and shall be applied first to Closing Costs and any excess to fund Club Reserves.

7. Certain Special Provisions Which Shall Survive Closing. In addition to other provisions of this Agreement which by their terms survive the Closing of the purchase and sale, the following provisions shall also survive the Closing. Seller will include the provisions indicated in the Special Warranty Deed by which Seller conveys the Land to Buyer (in which case Buyer shall be required to execute the Special Warranty Deed to confirm Buyer's agreement to such provisions) or in a separate instrument to be executed by Buyer and Seller on or before Closing and recorded in the Public Records of the County.

7.1. Club Plan. Buyer recognizes that the Land is subject to the Club Plan and to the Rules and Regulations established pursuant thereto. Buyer agrees to comply with all of the terms and provisions thereof insofar as they relate to or affect the Land unless Buyer, as Club Owner, elects to terminate the Club Plan after Closing.

7.2. Employees. Seller will terminate the employment of all service personnel of Seller performing services at the Club ("Employees") effective as of the Closing Date other than those Employees that Seller intends to offer alternate employment at other locations. Seller will be responsible for payment of all accrued, unpaid wages, salaries, benefits, vacation and other income items due to the Employees as of the Closing Date and all taxes and other amounts due from Seller in respect thereof.

Subsequent to the Feasibility Date, Buyer and Seller shall agree upon a method to advise Employees of the pending sale and to notify them that their continued employment shall be discretionary with Buyer (except Employees that remain employed by Seller shall not receive such notice); provided, however, Buyer may interview each Employee and consider the possibility of hiring such Employee from and after Closing Date.

7.3. Use of Name. Due to the integrated nature of MEDLEY AT ANGELINE and the product within MEDLEY AT ANGELINE, Buyer may use MEDLEY AT ANGELINE name and logo with respect to the Club for general and typical Club purposes (e.g., aerobic classes), but not for commercial use not related to the Club without prior written consent of Seller, which may be granted or withheld in Seller's sole and absolute discretion, and, if given, may be subject to such terms and conditions as Seller shall deem appropriate. By way of example, if Buyer elects to allow catered events or concessions within the Club, the name and logo may be used as such activities are part of typical Club activities without Seller's consent. If Buyer wishes to open a real estate sales office for homes in the Club, the name and logo cannot be used without Seller's prior consent. Seller grants (but without warranty or representation) to Buyer the right to identify the Club by reference to its location "at MEDLEY AT ANGELINE" and for general and typical Club purposes.

7.4. Effect. All of the provisions of this Section 7 shall survive the Closing in accordance with their terms and shall constitute restrictions, covenants, conditions, easements, and obligations which run with title to all or any portion of the Land and which are servitudes upon the Land and shall be binding upon Buyer and Buyer's successors in title to the Land and inure to the benefit of and be enforceable by Seller and such of its assigns as to which Seller specifically assigns its rights hereunder. Such an assignment may be of all or only certain rights hereunder and may be made on an exclusive or non-exclusive basis, and in any event without the necessity of any joinder or consent of Buyer or any other party. Absent an express assignment as aforesaid, no person or entity shall be deemed a third party beneficiary or a successor assignee of Seller with respect to any of the provisions of this Section 7 or have any rights to enforce any of the provisions contained herein, nor shall Seller have any duty to any third party to do so.

7.5. Enforcement; Remedies. So long as Seller has a development interest in MEDLEY AT ANGELINE, which interest must be established by Seller, violation or attempted violation by Buyer of any provision contained in this Section 7 shall entitle Seller to exercise any and all remedies available in equity. In addition Seller shall have the right to proceed in equity to compel compliance of the violated or breached provision. In the event of any litigation arising from any violation or attempted violation by Buyer, the prevailing party shall be entitled to reimbursement from the losing party for all attorneys' fees and costs incurred at the trial level and at all levels of appeal. Any failure by Seller to enforce any provision of this Section 7 in any one instance shall not be deemed a waiver by Seller to enforce the same or any other provision in the future.

8. Indemnification. Seller shall indemnify and save harmless Buyer against any and all claims, actions, damage or liability (including attorney's fees and the costs to prepare any new easements) resulting from Seller's use of the Property after the Closing pursuant to this Agreement. Seller shall also indemnify and save harmless Buyer against any and all claims, actions, damage or liability resulting from any personal injury claim respecting the Property occurring before Closing. This Section shall survive Closing.

9. Warranties And Representations.

9.1. Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out Buyer's obligations hereunder; (b) this Agreement has been duly executed and delivered by Buyer; (c) the execution of this agreement and the Closing to occur hereunder does not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; and (d) Buyer is purchasing the Property for the continued operation of the Club.

9.2. Seller's Warranties and Representations. Seller warrants and represents that: (a) Seller has the full right, power, authority to sell the Property to Buyer as provided in this Agreement and to carry out Seller's obligations hereunder; (b) Seller is a corporation duly organized and in good standing under the laws of the State of Florida; (c) subject to Section 14.14 hereof, all requisite corporate action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller.

9.3. Survival. The provisions of this Section 9 shall survive the Closing.

10. Assignment. The nature of Buyer's composition as a not-for-profit entity all of the members of which are residents of MEDLEY AT ANGELINE constitutes a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller in Seller's sole and absolute discretion.

11. Brokerage. Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Buyer has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commission being due and payable to any other party with respect to this transaction. Each party hereby agrees to indemnify, protect, defend (with counsel approved by the party to be indemnified) and to hold the other party harmless from any loss, liability, damage, costs, or expense (including, but not limited to, reasonable attorneys' fees at trial and all appellate levels) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Section 11 shall survive the Closing and termination of this Agreement.

12. Default.

12.1. Buyer's Default. If this transaction shall not be closed because of default by Buyer, all of Seller's and Buyer's rights hereunder shall be terminated, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof. If, after Closing, Buyer shall default in any obligation of Buyer contained herein, Seller shall be entitled to all remedies available in equity.

12.2. Seller's Default. If this transaction shall not be closed because of default of Seller, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof; or Buyer shall have the right to sue for specific performance of this Agreement; provided, however, such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including, but not limited to, the issuance of the commitment for the Institutional Loan. The option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to any damages.

12.3. No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property pursuant to this Agreement which survive Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

13. No Joint Venture. Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's ownership or operation of the Property, and that Seller bears and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and operation of the Property. Therefore, Buyer agrees to indemnify and hold harmless Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including reasonable attorneys' fees, related to or arising out of any claims against Seller as a result of



Buyer's ownership or operation of the Property. The provisions of this Section 13 shall survive the Closing.

14. Miscellaneous.

14.1. Risk of Loss. Seller agrees to give Buyer prompt notice of any casualty affecting the Property or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property. If before Closing, there shall occur:

14.1.1. damage to any portion of the Property caused by casualty which would cost an amount equal to or greater than five percent (5%) of the Purchase Price of the Property to repair; or

14.1.2. the taking or condemnation of all or any portion of the Property which would interfere with the intended use of the Property;

then, in such event, Buyer shall have the right to terminate this Agreement by written notice thereof delivered to Seller within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event or at the Closing accept all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage. If Buyer elects to terminate this Agreement, neither party shall have any further obligations under this Agreement except that Buyer shall remain liable for the obligations contained in Section 3.4 and 3.5 hereof. If Buyer does not so timely elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

If before Closing there occurs:

(a) damage to the Property caused by casualty which would cost less than five percent (5%) of the Purchase Price to repair; or

(b) the taking or condemnation of a portion of the Property which would not interfere with the intended use of the Property;

then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

14.2. Construction. The terms "Seller" and "Buyer" whenever used in this Agreement shall include the successors and permitted assigns of the respective parties hereto, provided, however, that Buyer's right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term "including" as used herein shall in all instances mean "including, but not limited to". The term "attorney fees" wherever used in this Agreement shall include attorneys' fees, paralegal fees and paraprofessional fees. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

14.3. Counterparts. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but all of which will constitute the same agreement.



TO BUYER:

MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone no.: \_\_\_\_\_  
Facsimile no.: \_\_\_\_\_

WITH A COPY TO:

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

14.9. Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

14.10. Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

14.11. Exhibits. The Exhibits which are referenced in and attached to this Agreement are incorporated in, and made a part of, this Agreement for all purposes.

14.12. Time of the Essence. It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

14.13. No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

14.14. Requisite Senior Management Approval. This Agreement is subject to a approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer or Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If this Agreement is executed and returned by Seller to Buyer, the requirement for senior management approval shall be deemed to have been obtained. Buyer may revoke its offer to purchase the Property pursuant to this Agreement if Seller does not execute the same within five (5) days of Seller's receipt of this Agreement fully executed by Buyer.

14.15. Limitation on Liability. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, shareholders or other principals and representatives of Seller or Seller's affiliates. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Seller's present and future officers, directors, agents, employees, attorneys, shareholders or other principals and representatives and their respective heirs, successors and assigns.

14.16. Confidentiality.

14.16.1. Buyer acknowledges the confidential and proprietary nature of (i) all information, documents, agreements, correspondence, contracts, reports, files, books, records, financial data, and other information delivered or made available by Seller to Buyer pursuant to this Agreement, and (ii) all results, reports, analyses, and other products of tests, inspections, studies, and other due diligence conducted on the Property pursuant to this Agreement, and (iii) this Agreement and the contents and provisions hereof (collectively, the "**Confidential Information**"). Buyer agrees to keep and hold all of the Confidential Information confidential and agrees not to use it for any purpose other than the purposes contemplated by this Agreement. Buyer shall not disclose any of the Confidential Information to, or discuss any of the Confidential Information to, or discuss any of the Confidential Information with, any third person other than Buyer's counsel, consultants and advisors, the board of directors of Buyer, the homeowners within MEDLEY AT ANGELINE and any potential Lender.

14.16.2. Each of Buyer and Seller agrees with the other that prior to Closing it will not make any public announcement about the purchase and sale transaction contemplated hereby or any of the terms hereof, including without limitation any of the Confidential Information, without the prior written consent of the other, except for announcements to the homeowners of MEDLEY AT ANGELINE at membership meetings or otherwise.

14.16.3. The provisions of this Section 14.16 shall survive the Closing and any termination of this Agreement.

14.17. Attorneys' fees. In the event of any litigation between the parties this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paraprofessional fees, and court costs pretrial and at all trial appellate levels. This provision shall survive termination or cancellation of this Agreement and closing of this Agreement.

14.18. **WAIVER OF TRIAL BY JURY.** THE PURCHASER AND THE SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PURCHASER AND THE SELLER. THE PURCHASER AND THE SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THE PURCHASER AND THE SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF THE PURCHASER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO THE PURCHASER OR THE SELLER OR TO ANY AGENT OR REPRESENTATIVE OF THE PURCHASER OR THE SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT OR CLOSING OF THIS AGREEMENT.

[Signatures on Following Page]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, each on the date set forth below.

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**“CLUB OWNER”**

LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole Member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**“BUYER”**

MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

## SCHEDULE OF EXHIBITS

- A - Land
- B - Form of Special Warranty Deed
- C - Form of Seller's Affidavit
- D - Form of Bill of Sale
- E - Form of Assignment and Assumption Agreement
- F - Form of General Release from Buyer
- G - Inventory
- H - Pending Litigation

**EXHIBIT A**

**Legal Description of Land**

**EXHIBIT B**

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

Purchase Price: \$ \_\_\_\_\_

Documentary Stamps: \$ \_\_\_\_\_

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

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (this “**Deed**”) is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, from LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company (“**Grantor**”) having a mailing address of 4301 Boy Scout Blvd., Suite 600, Tampa, Florida 33607, to MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, the mailing address of which is \_\_\_\_\_ (the “**Grantee**”).

**WITNESSETH:**

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee’s successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the “**Property**”) located and situate in the County of Pasco and State of Florida, to wit:

**SEE EXHIBIT A ATTACHED HERETO**

The Property is conveyed subject to the following:

Those matter described on **Exhibit B** attached hereto and made a part hereof.

Grantee’s Tax Identification No.: \_\_\_\_\_

The Tax Parcel I.D. # \_\_\_\_\_

[NOTE: The “subject to” items and matters, which shall be listed in the Special Warranty Deed actually delivered if a closing occurs, shall be those comprising the Acceptable Encumbrances (as defined in Section 5 of the Agreement for Sale and Purchase of Property) and those permitted to be shown as set forth in Section 5 of the Agreement for Sale and Purchase of Property.]

Those restrictive covenants set forth on **Exhibit C** attached hereto and made a part hereof.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.



Grantee, by acceptance of this Special Warranty Deed, automatically agrees for itself, and its successors and assigns, to observe and to be bound by all of the terms and conditions set forth in **Exhibit B** and all future amendments thereto applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused these present to be executed and its seal to be affixed the day and year first above written.

**WITNESSES:**

**“GRANTOR”**

LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole Member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of LENNAR HOMES, LLC, a Florida limited liability company, the sole member of LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

**ACCEPTANCE ENCUMBRANCES**

## EXHIBIT C

### RESTRICTIONS AND COVENANTS

Club Covenant. Grantee recognizes that the Property is subject to the Club Plan and to the Rules and Regulations established pursuant thereto. Grantee agrees to comply with all of the terms and provisions thereof insofar as they relate to or affect the Property unless Grantee, as owner of the Property, elects to terminate the Club Plan after the execution and delivery of this Special Warranty Deed.

Use of Name. Due to the integrated nature of MEDLEY AT ANGELINE and the Club, Grantee may use MEDLEY AT ANGELINE name and logo with respect to the Club for general and typical Club purposes (e.g., aerobic classes), but not for commercial use not related to the Club without prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion; provided however, if such consent for the use of the name for commercial use not related to the Club is given, the same may be subject to such terms and conditions as Grantor shall deem appropriate. By way of example, if Grantee elects to allow catered events or concessions within the Club, the name and logo may be used as such activities are part of typical Club activities without Grantor's consent. If Grantee wishes to open a real estate sales office for homes in the Club, the name and logo cannot be used without Grantor's prior consent. Grantor grants (but without warranty or representation) to Grantee the right to identify the Clubby reference to its location "at MEDLEY AT ANGELINE" and for general and typical Club purposes.

Effect. All of the provisions of this Exhibit C constitute restrictions, covenants, conditions, easements, and obligations which run with title to all or any portion of the Property and which are servitudes upon the Property and shall be binding upon Grantee and Grantee's successors in title to the Property and inure to the benefit of and be enforceable by Grantor and such of its assigns as to which Grantor specifically assigns its rights hereunder. Such an assignment may be of all or only certain rights hereunder and may be made on an exclusive or non-exclusive basis, and in any event without the necessity of any joinder or consent of Grantee or any other party. Absent an express assignment as aforesaid, no person or entity shall be deemed a third party beneficiary or a successor assignee of Grantor with respect to any of the provisions of this Exhibit C or have any rights to enforce any of the provisions contained herein, nor shall Grantor have any duty to any third party to do so.

Enforcement; Remedies. So long as Grantor has a development interest in MEDLEY AT ANGELINE, which interest must be established by Grantor, violation or attempted violation by Grantee of any provision contained in this Exhibit C shall entitle Grantor to exercise any and all remedies available in equity. In addition Grantor shall have the right to proceed in equity to compel compliance of the violated or breached provision. In the event of any litigation arising from any violation or attempted violation by Grantee, the prevailing party shall be entitled to reimbursement from the losing party for all attorneys' fees, paraprofessional fees, and costs incurred at the trial level and at all levels of appeal. Any failure by Grantor to enforce any provision of this Exhibit C in any one instance shall not be deemed a waiver by Grantor to enforce the same.

**JOINDER BY GRANTEE**

MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, does hereby join in the Special Warranty Deed, to which this Joinder is attached, to acknowledge its acceptance of the Restrictions and Covenants listed on **Exhibit B**.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**"GRANTEE"**

MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA                    )  
  )  
COUNTY OF \_\_\_\_\_  )

SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_

**EXHIBIT C**

**SELLER'S AFFIDAVIT**

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_ ("**Affiant**"), who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is the \_\_\_\_\_ of LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company ("**Seller**"), and has been authorized by Seller to make this Affidavit on Seller's behalf.

Seller is the owner in fee simple of those premises legally described as follows (the "**Property**"):

**SEE EXHIBIT A ATTACHED HERETO**

Seller has possession of the Property, there is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property.

The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 20\_\_\_\_ and subsequent years, which are not yet due and payable and (ii) easements, restrictions, or other title matters of record, or listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction. To the extent Seller has failed to pay income, use, sales or any other tax accruing prior to Closing respecting the Property, Seller shall be responsible for the same.

Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.

There are no construction, materialmens', or laborers' liens against the Property.

All fixtures, equipment, appliances, machines, plumbing, heating and air conditioning systems located within or upon this Property have been paid for in full and there are no chattel mortgages, title retention or conditional sales contracts or other encumbrances outstanding against the same.

Except for \_\_\_\_\_, there are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.

There are no existing contracts for sale affecting the Property except for the sale contract between Seller and Buyer.

This affidavit is (i) made for the purpose of inducing MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") to purchase the Property, (ii) for the purpose of inducing \_\_\_\_\_ Title Company as agent for \_\_\_\_\_ to issue a policy of title insurance in connection with this transaction and to disburse funds in reliance on the title commitment and (iii) made under penalties of perjury.

FURTHER AFFIANT SAYETH NAUGHT.

By: \_\_\_\_\_  
as \_\_\_\_\_ of LEN MEDLEY AT  
ANGELINE CLUB, LLC, a Florida limited liability  
company

[CORPORATE SEAL]

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was sworn to and subscribed to before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large  
Print  
name: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**



**EXHIBIT D**

**BILL OF SALE**

LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company ("**Seller**") for the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States, paid by MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** and located on the property described on **Exhibit B**.

TO HAVE AND TO HOLD the same unto the Buyer forever. Wherever used herein the term "**Seller**" and "**Buyer**" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and any successors and assigns of the parties hereto.

AND Seller covenants that Seller is the lawful owner of such goods and chattels; that they are free from all liens and/or encumbrances; and Seller will warrant and defend the title of such goods and chattels against the lawful claims and demands of all persons claiming by, through, or under Seller, but none other. The conveyances hereunder are on an "as-is" basis.

[Signature on following page]

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**“SELLER”**

LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole Member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**Inventory**

Clubhouse Inventory List:

Outside:

Inside:

**EXHIBIT B**

**Legal Description of Property**

**Exhibit E**

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

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

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is executed by and between LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company (“**Seller**”) and MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Buyer**”).

**RECITALS:**

A. Pursuant to the Agreement for Sale and Purchase of Property, executed by Seller and Buyer as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Purchase Agreement**”), Seller shall assign and Buyer shall assume those items of Personal Property and the Club Plan (as defined in the Purchase Agreement).

B. The Personal Property includes those service and equipment contracts (the “**Contracts**”) set forth in **Exhibit B** attached hereto.

C. Seller is the owner of the following described real property located in Pasco County, Florida (“**Property**”):

**SEE EXHIBIT A ATTACHED HERETO**

NOW THEREFORE, Seller and Buyer agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated into and form a part of this Agreement.
2. **Assignment.** Seller hereby assigns all of its right, title and interest in the Property including, without limitation, the Contracts and all of its rights in and under the Club Plan to Buyer, on an “as-is” basis. Seller shall have no further rights with respect to the Property or the Club Plan. By way of example, and not of limitation, from and after this date Buyer shall be the Club Owner under the Club Plan and Seller shall have no rights, including lien rights, under the Club Plan. Seller may deliver a copy of this Agreement to any party to a Contract.
3. **Assumption.** Buyer hereby assumes all of Seller’s obligations under and with respect to the Property including, without limitation, the Contracts, and all of the obligations and rights of Seller as the Club Owner under the Club Plan.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**“SELLER”**

LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole Member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA            )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of LENNAR HOMES, LLC, a Florida limited liability company, the sole Member of LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large

Print Name: \_\_\_\_\_

[Signatures continue on following page]

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

“BUYER”

MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

Print name: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**



**EXHIBIT B**

**Service and Equipment Contracts**  
**[to be attached]**

**EXHIBIT F**

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

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

**GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:** That MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Releasor**”), the mailing address of which is \_\_\_\_\_, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, received from or on behalf of LEN MEDLEY AT ANGELINE CLUB, LLC, a Florida limited liability company (the “**Releasee**”), the mailing address of which is 4301 Boy Scout Blvd., Suite 600, Tampa, Florida 33607, the receipt whereof is hereby acknowledged,

**DOES HEREBY** remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates’ officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the “**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 such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the 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, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, to (a) the property described on **Exhibit A** hereto, or the improvements thereon (collectively, the “**Property**”), or (b) any occurrences, circumstances, and/or documentation (e.g., the Club Plan) whatsoever, relating to the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the “**Closing**”), except warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and except for personal injury claims respecting the Property, if any, occurring prior to Closing.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

“BUYER”

MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

STATE OF FLORIDA )  
 )  
COUNTY OF \_\_\_\_\_ )

SS.:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Legal Description of Property**

**EXHIBIT G**

**Inventory**

**EXHIBIT H**

**Pending Litigation Matters**

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
 Stearns Weaver Miller Weissler  
 Alhadeff & Sitterson, P.A.  
 401 East Jackson Street, Suite 2100  
 Tampa, Florida 33602

**COMMUNITY DECLARATION  
 FOR  
 MEDLEY AT ANGELINE**

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**Exhibits:**

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit