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INSTR# 2022189064 BK 10679 PG 1753  
08/25/2022 03:47pm Page 1 of 69  
Rcpt: 2496409 Rec: 588.00  
DS: 0.00 IT: 0.00  
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**CLUB PLAN  
FOR  
ANGELINE CLUB**



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Exhibit A	Legal Description of Club Property
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Exhibit D	Membership Plan
Exhibit E	Club Membership Fee Schedule

**CLUB PLAN  
FOR  
ANGELINE CLUB**

THIS CLUB PLAN FOR ANGELINE CLUB (this "Club Plan") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, by ANGELINE CLUB, LLC, a Florida limited liability company (the "Club Owner"), joined by LEN-ANGELINE, LLC, a Florida limited liability company (the "Declarant"), and also joined by the Other Owners (as defined below).

**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 "ANGELINE"). Declarant and the Other Owners are collectively the record title owners of ANGELINE.
- C. The real property comprising ANGELINE is and shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan.
- D. This Club Plan is a covenant running with all of the land comprising 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 ANGELINE SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC. RECORDED AS INSTRUMENT #2022070059, IN OFFICIAL RECORDS BOOK 10579, PAGE 3630, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA (AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, THE "DECLARATION"), IS SUBORDINATE AND INFERIOR TO THIS CLUB PLAN. EACH RECORD TITLE OWNER OF ANY INTEREST IN ANGELINE, BY ACCEPTANCE OF A DEED TO ANY LOT OR OTHER SUCH INTEREST, ACKNOWLEDGES AND AGREES THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNERS' ASSOCIATION OR CLUB ASSOCIATION AND IS NOT GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT, CHAPTER 720, FLORIDA STATUTES (THE "HOMEOWNERS ASSOCIATION ACT"). FURTHER, EACH OWNER BY ACCEPTANCE OF A DEED TO A LOT ACKNOWLEDGES AND AGREES THE CLUB DUES (AS DEFINED HEREIN) INCLUDE CLUB MEMBERSHIP FEES (AS DEFINED HEREIN) WHICH ARE SEPARATE FROM THE ASSESSMENTS (AS DEFINED HEREIN) AND SHALL NOT BE SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT. CLUB DUES ARE SECURED BY A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER PURSUANT TO THE TERMS OF THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

1. Definitions: 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:

"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 "ANGELINE" as used in this Club Plan shall be automatically amended to include any Lots (either now existing or created in the future) within land added to the real property described on Exhibit "A" of the Declaration as permitted pursuant to the terms of the Declaration. Further, this Club Plan may be amended from time to time pursuant to Section 8 of this Club Plan in order to subject additional real property to the restrictions, covenants, terms and conditions set forth in this Club Plan.

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

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

**"Builder"** shall have the meaning ascribed to such term in the Declaration, except that for purposes of this Club Plan, any Builder who becomes a Renting Builder (as defined below) shall no longer be considered a "Builder" under this Club Plan with respect to the Dwelling(s) rented and/or for-rent by such Builder.

**"Club"** shall refer to "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 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 includes, without limitation, this Club Plan, the Membership Plan, the Membership Agreement and the Club Rules and Regulations (as such terms are 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 and the Membership Plan. CLUB DUES ARE NOT, AND SHALL NOT BE INTERPRETED AS BEING, ASSESSMENTS LEVIED BY THE ASSOCIATION PURSUANT TO THE DECLARATION OR THE HOMEOWNERS ASSOCIATION ACT. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER AGREES CLUB DUES ARE NOT ASSESSMENTS SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT AND ARE SECURED BY A SEPARATE LIEN ENFORCEABLE BY THE CLUB OWNER PURSUANT TO THE TERMS OF THIS CLUB PLAN.

**"Club Facilities"** shall mean the facilities, improvements and personal property located within the Club Property that Club Owner shall have actually constructed and/or made available to Members pursuant to this Club Plan and the other Club Documents, including without limitation, the Metro Lagoon (as defined herein). The Club Facilities are described in more detail in Section 3.2 of this Club Plan and in the Membership Plan. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION. The Club Facilities shall specifically exclude those areas of the Club Property that are designated as inaccessible and/or unavailable to Resident Members pursuant to this Club Plan, the Membership Plan or any other of the Club Documents. Certain portions of the Club Property marked or intended for "employees only" or "staff only" and other areas of the Club Property intended for equipment, maintenance and/or storage shall not be available to Members. The Club Owner will endeavor to specifically identify (by signage, physical boundaries, or other means) the areas of the Club Property that are inaccessible and/or unavailable to Members, but such identification shall not be required. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA OF THE ASSOCIATION AND ACKNOWLEDGES AND AGREES THE CLUB FACILITIES ARE NOT COMMON PROPERTY (AS DEFINED IN THE DECLARATION) OR COMMON AREA (AS DEFINED IN THE HOMEOWNERS ASSOCIATION ACT) AND ARE NOT CONTROLLED BY THE ASSOCIATION.

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

**"Club Membership Fee"** shall mean the fees to be paid to Club Owner by each Resident Member pursuant to Section 6.1 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to 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 E** 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. Except as otherwise provided in the instrument of assignment, in the event of a partial assignment, the assignee shall not be deemed the "Club Owner" but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, 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 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, connected or adjacent to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA AND HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT COMMON PROPERTY OR COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION.

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

**"Declaration"** shall mean the MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC., recorded in the Public Records of Pasco County, Florida, 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"** shall have the meaning set forth in Section 4.4 below.

**"Guest"** means any natural person who is permitted access to the Club Property at the invitation of a Member, subject to the payment of any applicable Guest charges and completion of a Use and Release Agreement or any additional documentation as may be required by Club Owner, and in compliance with the Membership Plan and this Club Plan.

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

"**Lot**" shall have the meaning ascribed to such term as set forth in the Declaration; provided, however, in the event there is more than one (1) Dwelling on any platted parcel, each building site within such parcel containing a single Dwelling or intended to contain a single Dwelling, shall be treated as a single "Lot" for purposes of this Club Plan.

"**Member**" shall mean (i) every Resident Member, and (ii) every Non-Resident Member. An Owner (other than a Builder who is not a Renting Builder) shall continue to be a Resident Member until such Person ceases to be an Owner. Once an Owner leases a Dwelling, only the Occupant shall be entitled to exercise the privileges of a Resident Membership with respect to such Dwelling; however, the Resident Member and Occupant shall be jointly and severally liable for all Club Dues. Club Owner may provide access to the Club Facilities to Members of the Public (as defined below) upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion. Club Owner may establish qualification requirements, fees and dues for both Members and Members of the Public to have access to and use of the Club Facilities.

"**Member Partner**" shall have the meaning set forth in Section 4.4 below.

"**Membership Agreement**" shall mean the Membership Agreement, the initial form of which is attached hereto as **Exhibit C** which must be completed, signed and delivered to Club Owner by each Member prior to being authorized to enter to the Club Property. The Membership Agreement and any modifications to the Membership Plan need not be recorded in the Public Records in order to be effective.

"**Members of the Public**" shall mean any natural person that is not a Resident Member, Non-Resident Member, Family or Guest. Notwithstanding anything contained herein to the contrary, Club Owner shall have the right, in its sole and absolute discretion, to allow Members of the Public to use the Club Facilities and other portions of the Club Property in exchange for certain fees as determined by Club Owner in its sole and absolute discretion.

"**Membership Plan**" shall mean the Membership Plan prepared by or on behalf of the Club Owner that describes the terms and conditions of Members' membership interests in the Club. The initial form Membership Plan is attached hereto as **Exhibit D** and is subject to change in accordance with the terms of the Membership Plan and this Club Plan. The Membership Plan and any modifications to the Membership Plan need not be recorded in the Public Records in order to be effective. Club Owner may establish classes or categories of membership, as set forth in the Membership Plan, in which case the term "Member" shall include all such classes or categories unless specifically provided otherwise in the Membership Plan. In the event there is a direct contradiction in the provisions of the Membership Plan and this Club Plan, this Club Plan shall control; provided, however, it shall not be considered a contradiction or a conflict to the extent either this Club Plan or the Membership Plan provides additional restrictions, terms, conditions and details in connection with certain concepts addressed in both the Membership Plan and this Club Plan.

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

"**Mortgage**" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to a Lot and/or Dwelling.

"**Mortgagee**" shall mean and refer to an institutional or governmental holder of a Mortgage that makes, holds, insures or guarantees mortgage loans in the ordinary course of its business.

"**Non-Resident Member**" shall mean Persons who are not an Owner. Club Owner may, but is not obligated to, issue a limited number of Non-Resident Memberships to Persons who are not Owners. Non-Resident Members may have the physical access and use of certain Club Facilities pursuant to the Membership Plan for so long as they maintain their Non-Resident Membership in good standing. To remain in good standing, Non-Resident Members shall be obligated to meet certain qualification requirements and timely pay all fees and dues applicable to Non-Resident Memberships as determined from time to time by the Club Owner, which amounts may be equal to or different than the amounts payable by Resident Members.

Non-Resident Memberships may be issued on a recallable basis, as determined by the Club Owner from time to time.

**"Non-Resident Membership"** shall mean a membership in the Club held by a Person who is not an Owner which provides for physical access and use of the Club Facilities in accordance with the Membership Plan.

**"Other Owners"** shall mean and refer to each Person that executes a Joinder to this Club Plan thereby agreeing to subject their respective real property within ANGELINE to the provisions of this Club Plan. As of the date of recordation of this Club Plan, the "Owner Owners" include AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company ("**AG**") and LENNAR HOMES, LLC, a Florida limited liability company ("**Lennar**"), both of which have executed a Joinder attached to this Club Plan.

**"Occupant"** shall mean the lessee, tenant or occupant named in any lease, license or other occupancy agreement respecting a Dwelling who is legally entitled to possession of any Dwelling within ANGELINE, including, without limitation, any "Tenant" as defined in the Declaration or "Absentee Owner Occupant" as defined in the Declaration. A Resident Member and their Occupant shall be jointly and severally liable for all Club Dues. A Resident Member will be entitled to designate the Occupant of the Dwelling as the beneficial user of the Resident Membership.

**"Person"** shall mean a natural person, a corporation, a partnership, a limited liability company, a trust or any other legal entity.

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

**"Renting Builder"** shall mean any person or entity who would otherwise qualify as a "Builder" as defined in the Declaration, but is actively engaging in a rental program in ANGELINE and/or leasing out the Dwelling in exchange for rental payments. Each Renting Builder shall not be considered a "Builder" under this Club Plan with respect to the Lot(s) with Dwellings engaged in such rental program and/or leased to Occupants. Subject to Section 4.1 below, the Renting Builder shall be the Resident Member but is entitled to designate the Occupant of the Dwelling as the beneficial user of the Resident Membership.

**"Resident Member"** shall mean every Owner; provided, however, the term "Resident Member" shall not include any Builder who is not a Renting Builder (i.e. Builders are not Members, but Renting Builders are "Resident Members"). Every Owner (other than a Builder who is not a Renting Builder) is required to become and remain a Resident Member in good standing. There shall be only one (1) Resident Member per Lot. Resident Membership in the Club shall be issued automatically as an appurtenance to the Resident Member's applicable Lot. Resident Members shall have physical access and use of the Club Facilities in accordance with this Club Plan and the other Club Documents. The maximum number of Resident Memberships that may be issued equals the total number of Lots that may be developed within ANGELINE. Except for temporary delegations to a Resident Member's Occupant, a Resident Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot to which it is appurtenant. Upon sale or other transfer of ownership of a Lot, the transferor shall be deemed to have automatically assigned and transferred the Resident Membership with the Lot. Any attempt to separate the Resident Membership from the interest in the Lot upon which it is based shall be null and void.

**"Resident Membership"** shall mean a membership in the Club held by a Resident Member which provides for physical access and use of the Club Facilities in accordance with the Club Documents. There shall be only one (1) Resident Membership per Lot and such Resident Member shall be one (1) natural person. Either (i) the record title owner of a Dwelling, (ii) the Occupant of such Dwelling (subject to the terms and conditions set forth herein and the Club Plan), or (iii) the natural person Resident Member designated for a Dwelling owned by a legal entity as provided herein, may access and use the Club Facilities pursuant to a Resident Membership, and all other users of the Club Facilities shall be deemed either Family, Member Partners, Guests or Members of the Public. All rights and privileges of a Resident Member shall be subject to the terms and conditions set forth in the Membership Plan, Membership Agreement, this Club

Plan and the other Club Documents. The privileges and conditions of Resident Membership are described in more detail in Section 2.7 of this Club Plan and in the Membership Plan.

**"Single Family Detached Lot"** shall mean any Lot that has, or is intended to have, a single family detached Dwelling constructed thereon.

**"Special Use Fees"** shall have the meaning set forth in Section 6.6 hereof.

**"Townhome Lot"** shall mean any Lot that has, or is intended to have, a single family attached Dwelling constructed thereon where there are at least three (3) adjoining attached Dwellings. For purposes of clarification, where there are only two (2) attached Dwellings, each such attached Dwelling shall be deemed a "villa" located on a Villa Lot (as defined below) and not a Townhome Lot.

**"Use and Release Agreement"** shall mean the document prepared by or on behalf of the Club Owner that describes the terms and conditions of use of the Club Facilities and Club Property by users other than Resident Members. Prior to access to and use of the Club Facilities, the Use and Release Agreement shall be signed by any user of the Club Property who is not a Resident Member, including, without limitation, all Non-Resident Members, Occupants, Family members or Member Partners, all Guests and all Members of the Public.

**"Villa Lot"** shall mean any Lot that has, or is intended to have, a single family attached Dwelling constructed thereon where there are only two (2) adjoining attached Dwellings. For purposes of clarification, where there are three (3) or more attached Dwellings, each such attached Dwelling shall be deemed a "townhome" located on a Townhome Lot and not a Villa Lot.

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

2.1 **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with ANGELINE and shall be binding on each Resident Member and such Resident Member's successors in title and assigns. Every Lot within ANGELINE shall be burdened with the payment of Club Dues. Every Resident Member, by acceptance of a deed to any Lot, shall automatically assume and agree to pay all Club Dues owing in connection with such Lot. Subject to the Club Owner's right to amend this Club Plan, the covenants, conditions and restrictions of this Club Plan shall run with and bind 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 Resident Member acknowledges the automatic mandatory Membership in the Club granted to Resident Members renders ownership of a Dwelling in ANGELINE more valuable than it would be otherwise. All Resident Members and Club Owner agree the provisions and enforceability of this Club Plan are mutually beneficial. Each Resident Member acknowledges 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 Resident Member agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan.

2.3 **Product Purchased.** There were significant other housing opportunities available to each Resident Member in the general location of ANGELINE. The Lot together with the rights to utilize the Club Facilities were material in each Resident Member's decision to purchase a Lot in ANGELINE and were, for the purposes of this Club Plan, a "single product." Each Resident Member acknowledges and agrees that the Club Property is not Common Area or Common Property owned or controlled by the Association. Full disclosure of the nature of the Club and obligations associated therewith was made to each Resident



Member prior to or upon the Resident Member executing a contract to purchase a Lot and each Resident Member has, or was afforded the opportunity to, consult with an attorney.

**BY ACCEPTANCE OF A DEED TO A LOT, EACH RESIDENT MEMBER AGREES AND ACKNOWLEDGES THE CLUB OPERATIONS AND CLUB PROPERTY ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER. AS SUCH, 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, EXCEPT ONLY WITH RESPECT TO THE FINANCIAL DISCLOSURE REQUIREMENTS EXPRESSLY STATED IN SECTION 720.3086, FLORIDA STATUTES (2021).**

2.4 Disclaimers Regarding Club Property. Each Member, on their own behalf and on behalf of any Family, Guest or Occupant, 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 Resident Members may experience a loss of privacy resulting from proximity of Dwellings to the Club Property and use of the Club Facilities by Members and non-Members, including Members of the Public; and

2.4.4 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, ANY BUILDER, THE CLUB OWNER OR THE ASSOCIATION, 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, FAMILY, GUESTS, OCCUPANTS, 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 in the Club Owner in favor of the Association or Members but, rather, grant Resident Members a non-exclusive license to use the Club Facilities subject to full compliance with all obligations imposed by this Club Plan and the other Club Documents, including, without limitation, the Membership Plan and Membership Agreement.

2.6 Resident Member Privileges. Each Resident Member shall receive (i) a non-exclusive license to access to the Club Facilities, (ii) the right to use certain Recreational Components (as defined below), subject to Special Use Fees as provided in the Membership Plan and additional fees and charges as set forth herein, (iii) a certain number of Guest day-passes per each calendar year as set forth in the Membership Plan, and (iv) the opportunity to participate in certain special events, programs and activities, subject to Special Use Fees. Resident Members have access to the Club Facilities on a year-around basis, subject to payment of Club Dues, Special Use Fees and other charges established by the Club Owner for services, including but not limited to food and beverage, use of rental equipment, and any other fees established by the Club Owner for Resident Members. All such rights and privileges of a Resident Member shall be subject to the terms and conditions set forth in the Membership Plan, Membership Agreement, this Club Plan and the other Club Documents. Notwithstanding anything contained herein or the Membership Plan to the contrary, no Resident Member (or such Resident Member's Family, Member Partner, Occupants or Guests) may access the Club Property or use the Club Facilities until Club Owner has received such Resident Member's executed Membership Agreement. Upon providing the executed Membership Agreement to the Club Owner, the Resident Member shall be provided with access to the Club Property and Club Facilities. Failure to execute and deliver the Membership Agreement to the Club Owner shall not abate or reduce the amount of Club Dues due to Club Owner pursuant to this Club Plan.

### 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. Upon such removal by the Club Owner of portions of the Club Property, the Club Owner shall have the right to sell, rent, lease or otherwise transfer interests in such removed Club Property, including without limitation the Club Facilities, to other Persons, as determined by Club Owner and upon such terms and conditions as are determined by Club Owner.

#### 3.2 Club Facilities.

3.2.1 Generally. Resident Members are hereby granted a non-exclusive license to use certain facilities within the Club Property (the "Club Facilities"), which are generally described in the Membership Plan. The Club Facilities will be and shall remain the property of Club Owner, subject only to the provisions herein, including without limitation, the Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, remove from, alter, and modify the Club Facilities at any time subject to the provisions hereof. Not all areas within the Club Property are included within the Club Facilities, nor made available to Resident Members. The Club Owner shall have the right to delete or remove Club Facilities, provided that, if a material or substantial portion of the Club Facilities are removed (as determined by Club Owner in its reasonable discretion), then the Club Owner shall adjust the Club Dues payable by Resident Members in a manner reasonably commensurate with modified Club Facilities, as reasonably determined by Club Owner. 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, give Members the option to use the additional Club Facilities upon payment of additional fees and charges established by Club Owner or allow all Members to use the additional Club Facilities with no increase Club Dues. 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.

3.2.2 Recreational Components. Certain recreational components or facilities may be available to Members, subject to Special Use Fees and additional charges as set forth herein. Such "Recreational Components" may include, without limitation, the following (if and as applicable): water slide(s), any recreational obstacle course, kayaks/paddle boards available for rent, and certain rental facilities such as cabanas, tiki-huts, premium chairs, umbrellas 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 the Recreational Components may be located within or adjacent to the Club Facilities, the Recreational Components are not "Club Facilities." The Club Owner has no obligation to provide Recreational Components.

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

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

3.3.2 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;

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

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

3.3.5 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 ANGELINE or other property owned by Club Owner and/or its affiliates or designees, including, without limitation, the sale of Lots;

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

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

3.3.8 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 within ANGELINE.

3.4 Changes. Subject to Section 3.2 above, 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 and/or Club

Property, including construction of additional Club Facilities and/or the removal or modification thereof, at any time.

3.5 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, and Club Owner shall be entitled to all income derived therefrom. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Resident Members.

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

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

3.6.2 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 to Resident Members, Non-Resident Members and Members of the Public;

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

3.6.4 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;

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

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

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

3.6.8 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;

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

3.6.10 To close or restrict access to all or any portion of the Club Facilities, for limited periods of time 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 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;

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

3.6.12 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);

3.6.13 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 ANGELINE or other property owned by the Club Owner and/or its affiliates or designees; and

3.6.14 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.

3.7 Subordination. This Club Plan and the rights of Members 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.

3.8 Acts of God. If the use and/or operation of any of the Club Facilities is 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 any Guest, or any other Person, 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 RESIDENT MEMBER, BY ACCEPTANCE OF A DEED TO A LOT, AGREES THAT ACTIONS OF OWNERS WITH RESPECT TO THE CLUB MAY IMPACT THE VALUE OF LOTS IN ANGELINE; THEREFORE EACH OWNER OF A LOT IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS ON OR ABOUT THE CLUB PROPERTY IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE CLUB AND THE LOTS IN 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 and as may set forth in the Membership Plan. In order to exercise the rights of an Owner as a "Resident Member," a natural person must be the record title owner of a Dwelling. All Memberships, including Resident Memberships, will be issued in the

name of a single individual natural person, and there shall be only one (1) Resident Member per Dwelling. Resident 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.

4.1.1 Multiple Owners. If a Lot is owned by more than one (1) Person (other than spouses, or natural persons otherwise qualifying as Family or Member Partners pursuant to this Club Plan), then the Owner(s) collectively shall designate in writing one (1) natural person who will be the Resident Member of the Club with respect to such Lot (and such natural person's "Family" residing in the Dwelling shall be deemed the "Family" of such Resident Member in accordance with this Club Plan), and any other Owner who desires membership privileges must acquire a separate Non-Resident Membership in order to obtain membership privileges. If only one Owner of a Dwelling in ANGELINE acquires a Membership, the additional Owners who do not acquire a Membership may use the Club Facilities as Guests of the Resident Member, either by using a Guest day-pass included with the applicable level of Membership or by payment of the applicable Guest Fee (as defined below), subject to restrictions on Guests imposed by the Club Owner from time to time.

4.1.2 Ownership by Legal Entity. If a Lot is owned by a corporation, limited liability company, trust or other legal entity, then the Owner(s) collectively shall designate in writing one (1) natural person who will be the Resident Member of the Club with respect to such Lot, and such natural person must be either (i) a shareholder, partner, member or owner of such legal entity or designated beneficiary of the trust, or (ii) a resident of the Dwelling and occupying such Dwelling as such natural person's primary residence. Any other Person or owner of such legal entity who is not designated as the single natural person Resident Member and who desires membership privileges must acquire a separate Non-Resident Membership in order to obtain membership privileges or may use the Club Facilities as Guests of the designated Resident Member, either by using a Guest day-pass included with the applicable level of Membership or by payment of the applicable Guest Fee (as defined below), subject to restrictions on Guests imposed by the Club Owner from time to time.

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

4.3 Guests. Guests of Members may use the Club Facilities in accordance with the 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, the Membership Plan and any 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. Any Person who does not qualify as "Family" or "Member Partner" or "Occupant" may only use the Club Facilities as a Guest of a Member or pursuant to a separate Membership obtained by such Person. A Resident Member may invite additional natural persons to use the Club Facilities without using a Guest day-pass, but such Resident Member must pay guest fee(s) in the amount determined by the Club Owner (each, a "**Guest Fee**"). Additional fees and charges may apply to Guests of Non-Resident Members. Notwithstanding anything contained herein or the Membership Plan 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. EACH OWNER ACKNOWLEDGES AND AGREES THAT IT SHALL CONTACT THE MEMBERSHIP OFFICE FOR THE CURRENT GUEST RESTRICTIONS.

4.4 Family and Member Partner Privileges. Resident Members, Occupants and their Family and/or Member Partner (as such terms are defined below) shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan, the Membership Plan and the other Club Documents, subject to payment of all applicable Club Dues. As used herein, "**Family**" means one (1) natural person or not more than two (2) natural persons over the age of eighteen (18) who customarily reside and live together and otherwise hold themselves out as a family unit, together with a maximum of three (3) of their unmarried children under the age of eighteen (18) years old, whose legal residence is (or one of their legal residences is) the Resident Member's and/or Occupant's Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member. In the event a family unit includes more than three (3) unmarried children whose legal residence is (or one of their legal residences is) the Resident Member's and/or Occupant's Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member, such additional unmarried children (under the age of 18) may be added to the "Family" membership for an additional cost of \$60 per year per person (payable in \$5 monthly increments to the Club Owner). For purposes of clarification, in the event a "Family" includes unmarried children (under the age of 18) who reside part time in a residence other than the Resident Member's and/or Occupant's Dwelling (e.g. in the event of a divorce or separation), then up to three (3) such unmarried children shall be included in the definition of "Family" as used herein, so long as such the Resident Member and/or Occupant otherwise holds itself out as a family unit with such unmarried children. If a family unit includes more than two (2) natural persons over the age of eighteen (18) who customarily reside and live together and otherwise hold themselves out as a family unit, then in such event, up to two (2) additional adult natural persons over the age of eighteen (18) may be added to the "Family" membership for an additional cost of \$120.00 per year per person (payable in \$10 monthly increments to the Club Owner); provided, however, in no event shall more than four (4) total adult persons over the age of eighteen (18) be included in the term "Family" and no more than two (2) additional adult memberships may be purchased for any single "Family" membership. The decision as to whether two (2) natural adult persons and/or their unmarried children reside and constitute a qualifying family unit shall be determined by the Club Owner, which may be granted or withheld in its reasonable discretion. Once designated by the Resident Member in writing 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, which may be granted or withheld in its reasonable discretion. Club Owner may restrict the frequency of changes in such designation of members of a "Family" when there is no change in ownership of the Lot. In addition, an unmarried Member (or Occupant of such Member) may request in writing to the Club Owner to designate one (1) natural person permanently residing with such Member as a family unit to be given the rights of a Family member ("**Member Partner**"). The Member's request for designation of a Member Partner may be granted or denied in the Club Owner's reasonable discretion. The Club Owner may, in its reasonable discretion, require proof of residency of the individual the Member seeks to designate as a Member Partner or individuals the Member seeks to establish as "Family." Such designation of a Member Partner may be changed by the Member only once every two (2) years subject to the Club Owner's current policy at that time. A Member may revoke the privileges to his or her Member Partner by written notice to the Club Manager. The Club Owner may, from time to time, establish, modify and/or revoke policies concerning Member Partners. Notwithstanding anything to the contrary contained herein, the Club Owner shall have the right to approve special situations and determine, in the Club Owner's sole and absolute discretion, whether certain individuals shall qualify as a "Member Partner" or member of a "Family" for purposes of this Club Plan. Any such decision by the Club Owner shall be binding and shall not be subject to challenge. Club Owner shall not discriminate in any manner against any Member, Family, Member Partner, or Guest of a Member, on account of race, sex, sexual orientation, religion, color, national origin, handicap, status as a veteran, creed, or ancestry. Notwithstanding anything contained herein or the Membership Plan to the contrary, no Family member or Member Partner may access the Club Property or use the Club Facilities until Club Owner has received an executed Use and Release Agreement by or on behalf of such Family member or Member Partner. Upon providing the executed Membership Agreement to the Club Owner (or in the case of minor Family members, such Use and Release Agreement from the parent or guardian of such minor), such Family member or Member Partner shall be provided with access to the Club Property and Club Facilities.

4.5 Occupant Privileges. A Resident Member will be entitled to designate the Occupant of the Dwelling as the beneficial user of the Resident Membership. An Occupant who is designated as the beneficial user of the Resident Membership shall be entitled to the same rights and privileges to use the Club Facilities as the Resident Member. Only one (1) natural person can exercise Resident Membership privileges as an Occupant. During the period when an Occupant is designated as the beneficial user of a Resident Membership, the Resident Member will continue to pay Club Dues but such Resident Member and such Resident Member's Family and/or Member Partner shall not be entitled to use the Club Facilities as a Member. Once a Resident Member designates an Occupant, only the Occupant and such Occupant's Family and/or Member Partner, as applicable, shall be entitled to exercise the privileges of a Resident Member with respect to such Dwelling during the period of occupancy; however, the Resident Member and Occupant shall be jointly and severally liable for all Club Dues. Resident Members shall be responsible for their Occupant's behavior as well as all charges incurred by their Occupant(s) that remain unpaid after the customary billing and collection procedure established by the Club from time to time. Each Occupant shall be subject to the Membership Plan. Notwithstanding anything contained herein or the Membership Plan to the contrary, no Occupant (or such Occupant's Family, Member Partner or Guests) may access the Club Property or use the Club Facilities until Club Owner has received such Occupant's executed Use and Release Agreement. Upon providing the executed Use and Release Agreement to the Club Owner, the Occupant shall be provided with access to the Club Property and Club Facilities.

5. Ownership and Control of the Club.

5.1 Control of Club Property by Club Owner. 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 in its sole and absolute discretion at any time.

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

6. Club Dues. In consideration of the Club Owner providing for use of the Club Property and Club Facilities by the Resident Members, each Resident Member by acceptance of a deed to a Dwelling 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 Membership Plan. Club Owner presently intends to collect Club Dues in advance and on a quarterly basis but reserves the right to change the payment period from time to time (e.g., to require payment in advance on a yearly or monthly basis). Each Resident Member's obligation to pay Club Dues shall exist so long as this Club Plan is in effect, regardless of whether such Resident Member's Dwelling is occupied, destroyed, renovated, replaced, rebuilt, or leased.

6.1 Club Membership Fee. Each Resident Member, for each Resident Membership held by such Resident Member, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee in the initial amount of Forty Dollars (\$40.00) per month (the "Club Membership Fee"). Club Owner shall have the right, but not the obligation, to increase the Club Membership Fee on January 1<sup>st</sup> of each year, commencing on January 1, 2025, to those amounts set forth in the Club Membership Fee Schedule attached to this Club Plan as Exhibit E (the "Club Membership Fee Schedule"), subject to annual increases in addition to the amounts currently provided in the Club Membership Fee Schedule by no more than five percent (5%). For example and for purposes of clarification, in the year 2027 the Club Membership Fee may increase up to an amount equal to Forty Six and 31/100 Dollars (\$46.31) plus an additional five percent (5%). Any such increase in the Club Membership Fee may be made by Club Owner without the joinder or consent of any Person whatsoever. From 2032 and thereafter, Club Membership Fees for Resident Members shall be determined by the Club Owner and Club Owner reserves the right to increase the Club Membership Fees by no more than ten percent (10%) on an annual basis. Resident Members shall pay to Club Owner as part of the Club Dues, without setoff or



deduction, the Club Membership Fee provided in the Club Membership Fee Schedule, as may be amended from time to time. The Club Owner shall periodically publish and make available to prospective Resident Members the Club Membership Fees then in effect for Resident Memberships.

**PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT CLUB MEMBERSHIP FEES IN EFFECT PRIOR TO PURCHASING A LOT WITHIN ANGELINE. THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME.**

6.2 **Taxes.** In addition to the Club Membership Fee, each Member 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, including, without limitation, the Initial Club Contribution, any Resale Club Contribution, the Club Membership Fee and Special Use Fees.

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

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

6.5 **Club Owner's Obligation.** Under no circumstances shall Club Owner be required to pay Club Dues.

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

6.7 **Additional Club Dues.** If any Member and/or its Family, Member Partner, Guests and Occupants, does anything which increases the cost of maintaining or operating the Club Property, or cause damage to any part of the Club Property, Club Owner may levy additional Club Dues against such Member in the amount necessary to pay such increased cost or repair such damage.

6.8 **Commencement of First Charges.** The obligation to pay Club Dues, including without limitation, the Club Membership Fee, shall commence as to each Resident Member on the day of the conveyance of title of a Dwelling to a Resident Member. Notwithstanding the foregoing, no Resident Member 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 Resident Members (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities).

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

6.10 Obligation to Pay Real Estate Taxes and Other Expenses. Each Resident Member shall pay all taxes, charges, obligations and/or other assessments relating to their 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 a Resident Member to pay the taxes, charges, obligations, and/or other assessments imposed upon their Lot, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Resident Member.

7. Club Contributions.

7.1 Initial Club Contribution. There shall be collected from such Person purchasing a Lot from the Declarant, including Builders, at the time of closing, an initial contribution (the "Initial Club Contribution") in the amount of (i) Two Thousand and No/100 Dollars (\$2,000.00) for any Single Family Detached Lot, (ii) One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for any Villa Lot, and (iii) One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for any Townhome Lot. Each Initial Club Contribution shall be transferred to Club Owner at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive Initial Club Contributions in its sole and absolute discretion.

7.2 Resale Club Contributions. After the Lot has been conveyed by the Declarant, there shall be collected from the purchaser upon every subsequent conveyance of an ownership interest in a Lot by an Owner, including a Builder, a resale contribution (the "Resale Club Contribution") in the amount of (i) Two Thousand and No/100 Dollars (\$2,000.00) for any Single Family Detached Lot, (ii) One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for any Villa Lot, and (iii) One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for any Townhome Lot. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Resale Club Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive the Resale Club Contributions in its sole and absolute discretion. Notwithstanding any other provision of this Club Plan to the contrary, a Builder purchasing a Lot from the Declarant shall not be obligated to pay the Resale Club Contribution.

Notwithstanding the foregoing or anything contained herein to the contrary, the Initial Club Contribution and Resale Club Contribution shall be collected upon the conveyance of a Lot in accordance with the terms and conditions of Sections 7.1 and 7.2 above. Although the Initial Club Contribution and Resale Club Contribution shall be deemed part of the "Club Dues" for general purposes of this Club Plan, the Initial Club Contribution and Resale Club Contribution shall nevertheless be paid at the respective closing on the Lot in accordance with the terms and conditions of Section 7 herein, even in the event Club Facilities have not been made available for use by Resident Members.

8. Annexation by Club Owner. Additional lands may be subjected to the restrictions, covenants, terms and conditions set forth in this Club Plan by the Club Owner and, if different from the Club Owner, with the joinder and consent of the record title owner of such real property. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association or any Owners). Such annexed lands shall be brought within the provisions and applicability of this Club Plan by the recording of an amendment to this Club Plan in the Public Records (the "Annexation Amendment"). The Annexation Amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Club Plan as fully as though the annexed lands were described herein as a portion of ANGELINE. Such Annexation Amendment may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Club Plan as deemed appropriate by the Club Owner; provided, however, any such additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Club Plan shall be applicable only to the annexed lands. Only the Club Owner may annex additional lands to the restrictions, covenants, terms and conditions set forth in this Club Plan. The definition of "ANGELINE" shall be automatically

amended to include land added to the real property described on Exhibit "A" of the Declaration as permitted pursuant to the terms of the Declaration.

9. Personal Obligation for Club Dues.

9.1 Covenant to Pay; Claim of Lien. Each Resident Member, by acceptance of a deed to a Lot, shall be deemed to have covenanted and agreed that the Club Dues, and any other amounts Club Owner permits a Resident Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot and all personal property located thereon owned by the Resident Member. Subject to the terms of this Club Plan, such lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Lot, name of the Resident Member, and the amounts due as of that date, but shall relate back to the date this Club Plan was 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 and other amounts Club Owner permits a Resident Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the record title owner of the Lot at the time when the charge or fee became due, as well as such Person's successors, assigns, heirs, devisees, or personal representatives. If a Dwelling is leased, the Resident Member shall be liable hereunder notwithstanding any provision 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 Dues; 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 and related fees and expenses shall be subordinate to a bona fide first Mortgage held by a Mortgagee on any Lot, if the Mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Owner's Claim of Lien shall not be affected by any sale 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 Mortgagee, 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 Resident Member 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.

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. Subject to the terms of this Club Plan, Club Owner may, at any time thereafter, bring an action at law against the Resident Member personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best 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 Member may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club Facilities or abandonment of a Dwelling.

9.7 Suspension. Should a Resident Member not pay sums required hereunder or under the Membership Plan, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating a Resident Member's obligations hereunder, suspend the Resident Member's (or in the event the Dwelling is leased, the Occupant's) rights to use the Club Facilities until all fees and charges are paid current and/or the default is cured. Should a Non-Resident Member not pay sums required hereunder or under the Membership Plan, or otherwise default, Club Owner may, without reducing or terminating such Non-Resident Member's obligations hereunder, suspend such Non-Resident Member's rights to use the Club Facilities until all fees and charges are paid current and/or the default is cured.

9.8 Collection from Occupants. If a Dwelling is occupied by an Occupant and the Resident Member is delinquent in the payment of Club Dues, the Club Owner may demand from the Occupant payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Resident Member to the Club Owner. So long as the Resident Member remains delinquent, future rent payments due to the Resident Member must be paid to the Club Owner and shall be credited to the monetary obligations of the Resident Member to the Club Owner; provided, however, if within fourteen (14) days from the written demand of the Club Owner, the Occupant provides the Club Owner with written evidence of making prepaid rent payments, the Occupant 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 third party as Club Manager, if ever.

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

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

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

13. Rights to Pay and Receive Reimbursement. Club Owner shall have the right, but not the obligation, to pay any Club Dues which are in default by a Resident Member and/or which may or have become a lien or charge against any Lot. Further, Club Owner shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of Resident Member to protect its lien and/or rights to collect, if and as applicable. Club Owner shall be entitled to immediate reimbursement, on demand, from the Resident Member 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 Resident Member and other Persons entitled to use the Club Facilities, including without limitation, other Members, shall comply with following general restrictions:

14.1 Minors. Minors sixteen (16) years of age and older are permitted to use the Club Facilities without adult supervision. Minors under sixteen (16) years of age are not permitted to use the Club Facilities without adult supervision. Members are responsible for the actions and safety of minors who are their Family or Guests and any damages to the Club Facilities, or any other portion of the Club Property, caused by such minors. Club Owner is not liable and specifically disclaims liability for the actions of such minors.

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

14.4 Activities. Any Member, Family, Member Partner, Guest, Occupant 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 Owner, either on or off the Club Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or such Member's Family, Member Partner, Guest or Occupant. 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.

14.6 Indemnification of Club Owner. Each Member, Family, Member Partner, Occupant, 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, Member Partner, Occupant 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 Member and Occupant should request a copy of unrecorded Club Rules and Regulations from the Club Owner 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 Members, Occupants, Guests, or Family or Member Partner in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon written notice to affected Occupants and Members.

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 with respect to a Resident Member, such Person is not an Owner or an Occupant;

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

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

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

15.1.5 a Member, Family, Member Partner, Occupant and/or Guest has injured, harmed or threatened to injure or harm any natural person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to a Member, third party or 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 and/or Club Property. By way of example, and not as a limitation, Club Owner may suspend the membership of an Occupant if such Occupant's Resident Member fails to pay Club Dues due in connection with a leased Dwelling. In addition, Club Owner may suspend some membership rights while allowing a Member to continue to exercise other membership rights. 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 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 natural 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 Member shall be entitled to cancel this Club Plan or receive any abatement in Club Dues on account of any such occurrence. However, if the Club is destroyed in whole by a casualty, Owners shall not remain liable to pay the full amount of Club Dues during the time 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 Property 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 either (i) utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the Club Facilities, or (ii) to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities.

19. **Additional Indemnification of Club Owner.** Each Member, on behalf of itself and its respective Guests, Family, Lessees and invitees, and each other user of the Club Property, covenants and agrees jointly and severally to indemnify, defend and hold harmless Club Owner, its respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Members, 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 of such request from a Member, execute, acknowledge and deliver a written statement: (i) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (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 (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

22. Venue. EACH MEMBER ACKNOWLEDGES REGARDLESS OF WHERE SUCH MEMBER (i) EXECUTED A PURCHASE AND SALE AGREEMENT FOR A DWELLING, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT, EACH LOT AND THE CLUB PROPERTY 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.

23. Release. BEFORE ACCEPTING A DEED TO A LOT, EACH RESIDENT MEMBER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A LOT, EACH RESIDENT MEMBER ACKNOWLEDGES 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 RESIDENT 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 RESIDENT 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 RESIDENT 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 RESIDENT MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF RESIDENT 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.

24. 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 Mortgagees without the prior approval of the Mortgagee(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any Person whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder). Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of 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 ANGELINE from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Member agrees that such Member has no vested rights under current case law or otherwise



with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Lot's Club Membership Fee that shall be imposed from time to time.

25. Severability. Invalidation of any of the provisions, terms, obligations, covenants, or conditions of this Club Plan or any other Club Documents by judgment or court order shall in no way affect any other provision, term, obligation, covenant or condition and the remainder of this Club Plan (including without limitation, each Member's obligation to pay Club Membership Fees and other Club Dues) shall remain in full force and effect.

26. Notices. Any notice required to be sent to any Member, non-Member, Person, or Guest 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.

27. 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.

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

29. Resolution of Disputes.

29.1 By acceptance of a deed to a Lot, each Owner specifically agrees that the purchase of a Lot involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Club Plan or any dealings between a Member and the Club Owner; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Club Owner or Club Owner's representative; (3) relating to personal injury or property damage alleged to have been sustained by the Member, the Member's children or other occupants of the Dwelling; or (4) issues of formation, validity or enforceability of this Section 29. Each Member agrees to the foregoing on behalf of his or her children and other occupants of the Lot and/or authorized users of the Club with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

29.2 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.

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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:

29.8.1 Notwithstanding the requirements of arbitration stated in this Section 29, 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.

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

29.8.3 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.

29.9 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.

29.10 CLUB OWNER AND EACH MEMBER AND EACH OWNER, 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 29.4 ABOVE.

[Signatures on the Following Page]

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

**WITNESSES:**

**"CLUB OWNER"**

ANGELINE CLUB, LLC, a Florida limited liability company

*Alycia Franke*  
Print Name: Alycia Franke

By: *JMR*  
Name: John M. Ryan  
Title: Manager

*KL*  
Print Name: Karessa Lopez

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of August, 2022, by John M. Ryan as Manager of ANGELINE CLUB, LLC, a Florida limited liability company, on behalf of the company, who [is personally known to me] [has produced \_\_\_\_\_ as identification].

My commission expires: 5/31/2025

*KL*  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Karessa Lopez



JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24<sup>th</sup> day of August, 2022.

WITNESSES:

"DECLARANT"

LEN-ANGELINE, LLC, a Florida limited liability company

Alyssa Frank  
Print Name: Alyssa Frank  
KS  
Print Name: Karessa Lopez

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

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24<sup>th</sup> day of August, 2022, by John M. Ryan as Manager of LEN-ANGELINE, LLC, a Florida limited liability company, on behalf of such company, and  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

My commission expires: 5/31/2025

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



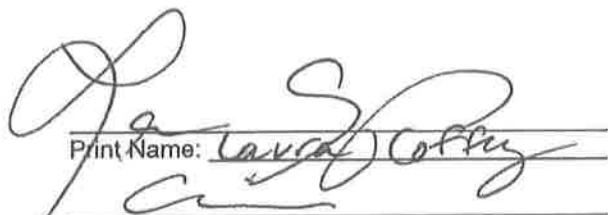

**JOINDER BY OTHER OWNER**

LENNAR HOMES, LLC, a Florida limited liability company ("Lennar") does hereby join in the CLUB PLAN FOR ANGELINE CLUB (the "Club Plan"), to which this Joinder is attached. Lennar agrees this Joinder is for the purpose of subjecting any lands within ANGELINE (as defined in the Club Plan) owned by Lennar 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 23 day of August, 2022.

**WITNESSES:**

**"LENNAR"**

  
Print Name: Laura Coffey  
  
Print Name: ABC JAMES

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

By:   
Name: Steve Smith  
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 22<sup>nd</sup> day of August, 2022, by Steve Smith, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of such company, and  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

My commission expires: April 21, 2025   
NOTARY PUBLIC, State of Florida at Large  
Print Name: Kristen Joseph

JOINDER BY OTHER OWNER

AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company ("AG") does hereby join in the CLUB PLAN FOR ANGELINE CLUB (the "Club Plan"), to which this Joinder is attached. AG agrees this Joinder is for the purpose of subjecting any lands within 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 23 day of August, 2022.

WITNESSES:

"AG"

AG EHC II (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

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

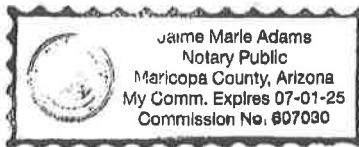
By: Steven S. Benson  
Steven S. Benson, its Manager

Jeannette LaRue  
Print Name: Jeannette LaRue  
Wendy Stoeckel  
Print Name: Wendy Stoeckel

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me, by means of  physical presence or [ ] online notarization, this 23 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 1, 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 - INITIAL CLUB PROPERTY**

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

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



EXHIBIT B

INITIAL LEGAL DESCRIPTION OF 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**

MEMBERSHIP AGREEMENT

[ATTACHED]

**MEMBERSHIP AGREEMENT**

The undersigned (the "**Member**") shall maintain a (check as applicable)  Resident Membership or  Non-Resident Membership (hereinafter, the "**Membership**") in Angeline Club (the "**Club**") and hereby submits this Membership Agreement (together with all addenda attached hereto, collectively referred to herein as the "**Membership Agreement**") to 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 Membership Plan for Angeline Club (as amended, the "**Membership 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): \_\_\_\_\_

Resident Membership   or    Non-Resident Membership

- The Member  has previously paid or  simultaneously upon execution will pay, a nonrefundable  Initial Club Contribution in the amount of \$ \_\_\_\_\_, AND/OR  Resale Club Contribution in the amount of \$ \_\_\_\_\_.

Resident Member:

Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Non-Resident Member:

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 children residing with Member as Family Unit: \_\_\_\_\_

**CHILDREN INFORMATION**

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

## TERMS AND CONDITIONS

1. Membership Subject to Membership Plan and Club Plan. 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 Membership Plan, the Club Plan, and the Club's Rules and Regulations currently in effect (the Membership Plan, 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 such Member's 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 such Member's 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 SUCH MEMBER, FAMILY MEMBER, LESSEES OR GUEST SHALL EXECUTE ON BEHALF OF ANY MINOR) SUCH ASSUMPTION OF RISK AND WAIVER OF LIABILITY PRIOR TO ANY ACCESS OR USE OF THE CLUB FACILITIES.

4. Use of Club Facilities at Own Risk. The Member understands that there are inherent risks associated with swimming and participation in water-related and other recreational activities, including

but not limited to those associated with use of the water lagoon, the recreational obstacle course, and the water slide. 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 lagoon 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 are also sometimes 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 SUCH MEMBER'S FAMILY, LESSEES, AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND SUCH MEMBER'S 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 rights and privileges 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. 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 such Member's 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:**

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, on behalf of myself and any minor children listed below and in the Membership Agreement ("Minors") to which this Assumption of Risk and Waiver Of Liability (this "Release") is attached, 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 the Minors' 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 the Minors' 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 the Minors 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 LAGOON, OBSTACLE COURSE, SLIDE, RECREATIONAL EQUIPMENT 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, subject to Fla. Stat. § 744.301(3)(2018). 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

**[AGREEMENT FOR MINOR PARTICIPANT CONTINUED ON FOLLOWING PAGE]**

**AGREEMENT FOR MINOR PARTICIPANT**

I, the above-signed participant, hereby agree that if while participating in any activities within the Club Facilities or Club Property, I observe any unusual hazard or condition, which I believe jeopardizes my personal safety or that of the Minor(s) or others, I will remove such Minor(s) from participation in the activities and/or use of the Club Facilities and immediately bring said hazard or condition to the attention of the Club Owner and/or Club Manager. I further agree that I will explain to the Minor(s) that the risk of injury while participating in the activities and using the Club Facilities can be reduced by following the rules and through the use of common sense and good judgment.

**NOTICE TO THE MINOR CHILD'S  
NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

Your signature below reflects your express assent to be bound to the terms of this Release for your minor child. Please carefully review each section again and ensure that you fully understand the implications of this Release. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf.

Name of Minor Participant	Parent/Guardian's Signature on behalf of Minor	Date

**EXHIBIT D**  
**MEMBERSHIP PLAN**  
**[ATTACHED]**





**ANGELINE CLUB**

**MEMBERSHIP PLAN**

**Last Updated: August 2022**

## ANGELINE CLUB INTRODUCTION

### I. MEMBERSHIP PLAN

A. The Club. This Membership Plan along with the Club Plan (as defined below) provides information regarding the available membership privileges at the Angeline Club (the "Club"). The Club is a privately owned and operated club facility located in Wesley Chapel, Florida. The Club operates on a private basis providing social, recreational, and leisure experiences to its members and others on such terms as the Club Owner (as defined below) establishes from time to time.

B. Defined Terms. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Club Plan. Some of the more frequently used defined terms in this Membership Plan are the following:

"Club Owner" shall mean the record title owner of the real property comprising the Club Property. At this time, ANGELINE CLUB, LLC, a Florida limited liability company is the current Club Owner. Club Owner may change from time to time.

"Club Facilities" shall mean the facilities, improvements and personal property located within the Club Property that Club Owner shall have actually made available to Members. 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. The Club Facilities are described in more detail in Section B of this Membership Plan.

"Club Plan" the CLUB PLAN FOR ANGELINE CLUB to be recorded in the Public Records of Pasco County, Florida, as may be amended.

"Club Property" shall initially mean the real property described on Exhibit A attached to the Club Plan, subject to additions and deletions made by Club Owner from time to time.

"Family" means one (1) natural person or not more than two (2) natural persons over the age of eighteen (18) who customarily reside and live together and otherwise hold themselves out as a family unit, together with a maximum of three (3) of their unmarried children under the age of eighteen (18) years old, whose legal residence is (or one of their legal residences is) the Resident Member's and/or Occupant's Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member. who customarily reside and live together and otherwise hold themselves out as a family. The decision as to whether two (2) natural persons reside and constitute a qualifying family unit shall be determined by the Club Owner in its reasonable discretion. If a Lot is owned by two (2) or more natural persons who are not a part of "Family" as described above, or by an Person which is not a natural person, the Owner of the Lot shall be required to select and designate one (1) person as the Resident Member and one (1) Family residing with such Resident Member to utilize the Resident Membership. In the event a family unit includes more than three (3) unmarried children whose legal residence is (or one of their legal residences is) the Resident Member's and/or Occupant's Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member, such additional unmarried children (under the age of 18) may be added to the "Family" membership for an additional cost \$60.00 per year per person (payable in \$5 monthly increments to the Club Owner). For purposes of clarification, in the event a

"Family" includes unmarried children (under the age of 18) who reside part time in a residence other than the Resident Member's and/or Occupant's Dwelling (e.g. in the event of a divorce or separation), then up to three (3) such unmarried children shall be included in the definition of "Family" as used herein, so long as such the Resident Member and/or Occupant otherwise holds itself out as a family unit with such unmarried children. If a family unit includes more than two (2) natural persons over the age of eighteen (18) who customarily reside and live together and otherwise hold themselves out as a family unit, then in such event, up to two (2) additional adult natural persons over the age of eighteen (18) may be added to the "Family" membership for an additional cost of \$120.00 per year per person (payable in \$10 monthly increments to the Club Owner); provided, however, in no event shall more than four (4) total adult persons over the age of eighteen (18) be included in the term "Family" and no more than two (2) additional adult memberships may be purchased for any single "Family" membership. The decision as to whether two (2) natural adult persons and/or their unmarried children reside and constitute a qualifying family unit shall be determined by the Club Owner, which may be granted or withheld in its reasonable discretion. Once designated by the Resident Member in writing 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, which may be granted or withheld in its reasonable discretion. Club Owner may restrict the frequency of changes in such designation of members of a "Family" when there is no change in ownership of the Lot. If a Lot is owned by two (2) or more natural persons who are not a part of "Family" as described above, the Owner of the Lot shall be required to select and designate one (1) natural person as the Resident Member, and if such designated Resident Member resides within the Dwelling, then such Resident Member can designate in writing such Resident Member's "Family" to use the Club Facilities pursuant to such Resident Member's Resident Membership.

**"Guest"** means any natural person who is permitted access to the Club Property at the invitation of a Member, subject to the payment of any applicable Guest charges, and in compliance with this Membership Plan and the Club Plan.

**"Member"** shall mean (i) every Resident Member, and (ii) every Non-Resident Member (if any). Club Owner may provide access to the Club Facilities to Members of the Public upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion.

**"Membership Agreement"** shall mean the form attached hereto as **Schedule A** which must be completed, signed and delivered to Club Owner by each Member prior to being authorized to enter to the Club Property.

**"Members of the Public"** shall mean any natural person that is not a Resident Member, Non-Resident Member, Family, Member Partner, Occupant or Guest.

**"Occupant"** shall mean the lessee, tenant or occupant named in any lease, license or other occupancy agreement respecting a Dwelling who is legally entitled to possession of any Dwelling within ANGELINE, including, without limitation, any "Tenant" as defined in the Declaration or "Absentee Owner Occupant" as defined in the Declaration. A Resident Member and their Occupant shall be jointly and severally liable for all Club Dues. A Resident Member will be entitled to designate the Occupant of the Dwelling as the beneficial user of the Resident Membership.

Angeline Club Membership Plan

**"Resident Member"** shall mean the record title owner of a Dwelling within ANGELINE (other than Builders). There shall be only one (1) Resident Member per Dwelling. Either (i) the record title owner of a Dwelling, (ii) the Occupant of such Dwelling (subject to the terms and conditions set forth herein and the Club Plan), or (iii) the natural person Resident Member designated for a Dwelling owned by a legal entity as provided herein and the Club Plan, may access and use the Club Facilities pursuant to a Resident Membership, and all other users of the Club Facilities shall be deemed either Family, Member Partners, Occupants, Guests or Members of the Public. Except for temporary delegations to an Occupant, a Resident Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Dwelling to which such Resident Membership is appurtenant.

The foregoing defined terms are briefly stated herein and are more specifically defined in the Club Plan. In the event there is a direct contradiction in the provisions of this Membership Plan and the Club Plan, the Club Plan shall control; provided, however, it shall not be considered a contradiction or a conflict to the extent either this Membership Plan or the Club Plan provides additional restrictions, terms, conditions and details in connection with certain concepts addressed in both the Membership Plan and Club Plan.

## II. CLUB DOCUMENTS AND COMMUNITY GOVERNANCE

A. **Club Documents.** The Club is administered pursuant to various documents that have a legal and binding effect on all Members. Such documents, referred to in this Membership Plan as the "**Club Documents**," include this Membership Plan and certain other documents described below, as they may be amended. All Members, as well as their Family, Member Partners, Guests, and Occupants, are required to comply with the Club Documents.

<b>"Club Plan"</b>	The Club Plan creates obligations that are binding upon each present and future Resident Member and imposes mandatory Club Memberships and mandatory Club Dues for access to the Club Property and use of the Club Facilities. The provisions of the Club Plan do not grant any ownership rights in the Club in favor of the Association, Builders or Members but, instead, grant a non-exclusive license to access the Club Property and use the Club Facilities, other facilities, and Recreational Components, within the Club Property subject to full compliance with all obligations imposed by the Club Documents.
<b>"Membership Plan"</b>	This Membership Plan provides for various categories of Memberships are available at the Club. In addition, this Membership Plan provides detailed terms and conditions which govern the use of the Club by its Members.
<b>"Club Rules and Regulations"</b>	The rules and regulations adopted by the Club Owner regulate use of Club Facilities, other facilities, Recreational Components, activities, and conduct within the Club Property.
<b>"Membership Agreement"</b>	The registration form required to be executed and acknowledged by all Members prior to being granted use rights in the Club Facilities and access to the Club Property.

B. Declaration and the Association. In addition to the Club Documents, Resident Members are also required to comply with the MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ANGELINE MASTER HOMEOWNERS ASSOCIATION, INC., to be recorded in the Public Records of Pasco County, Florida, as now or subsequently amended (the "Declaration"). The Declaration governs the ANGELINE HOMEOWNERS ASSOCIATION, INC. (the "Association"), which is a homeowners association established to govern the residential community known as "ANGELINE." The Club is located within ANGELINE; however, the Club is comprised of private facilities that are owned, operated and controlled by the Club Owner. The Club is not a homeowners association subject to the Declaration and/or governance by the Association.

### III. THE STAKEHOLDERS

The success of ANGELINE depends upon all of its stakeholders working together to uphold standards and achieve the vision and goals for ANGELINE. The Club Owner, the Declarant, the Association, the CDD, the Owners, the Builders, and others have a role in the functioning of ANGELINE. This Section III identifies these stakeholders and describes their roles in ANGELINE.

A. Club Owner. The Club Owner is ANGELINE CLUB, LLC, a Florida limited liability company. The Club Owner is exclusively responsible for the operation of the Club; however, the Club Owner may delegate such responsibilities to a Club Manager in its sole and absolute discretion. Notwithstanding that the Club Owner and the Declarant may currently be affiliates or related parties, the Club Owner and Declarant shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Declarant shall be considered separate and viewed in their separate capacities.

B. Declarant. The Declarant is LEN-ANGELINE, LLC, a Florida limited liability company. The Declarant established ANGELINE and the created the Declaration which is administered by the Association. The Declarant's proposed plan for development of ANGELINE is described in the land use plans for ANGELINE approved by Pasco County, as may be supplemented and amended from time to time. The Declarant has reserved various rights in the Declaration with respect to development and administration of ANGELINE. The Declarant may exercise certain of these rights as provided in the Declaration.

C. Builders. Builders are those Persons who purchase one (1) or more unimproved Lots within ANGELINE for development into Dwellings and resale in the ordinary course of their business. The Builders have similar privileges and responsibilities as Owners during the time that they own Lots, including the privilege of representation in the Association; however, Builders are not Members in the Club. The Declarant may authorize Builders to exercise certain rights under the Declaration with respect to development, marketing, and sale of property in ANGELINE.

D. Association. The Association is a not for profit Florida corporation established as a homeowners association subject to Chapter 720, Florida Statutes. The Declarant established the Association as the primary entity responsible for administering ANGELINE in accordance with the Declaration. All Owners of Dwellings, including Resident Members, are members of the Association. On most matters, the Association acts through its Board of Directors. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Dwelling, and ownership of a Dwelling shall be the sole qualification for membership in the Association. The Association has no authority to govern the Club or the Club Owner. EACH MEMBER ACKNOWLEDGES AND AGREES THE CLUB FACILITIES ARE NOT COMMON

PROPERTY (AS DEFINED IN THE DECLARATION) OR COMMON AREA (AS DEFINED IN THE HOMEOWNERS ASSOCIATION ACT) AND ARE NOT CONTROLLED BY THE ASSOCIATION, AND EACH PERSON FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA OF THE ASSOCIATION. 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. EACH MEMBER AGREES TO THE FOREGOING AND AGREES SUCH OWNER SHALL NOT TAKE THE POSITION THAT CLUB DUES ARE ASSESSMENTS UNDER THE HOMEOWNERS ASSOCIATION ACT.

E. CDD. The Declarant created the NORTH AR-1 OF PASCO COMMUNITY DEVELOPMENT DISTRICT (the "CDD") for the purpose of financing the improvement of certain public infrastructure within ANGELINE. The CDD is responsible for constructing, owning, operating, maintaining, and such public infrastructure. The CDD is a local unit of special purpose government which operates under the provisions of Chapter 190, Florida Statutes and has an elected board of supervisors. In addition to bonds issued to fund the public infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its public infrastructure and services. The CDD does not own or control the Club Property and is not responsible for any expenses related to the operation of the Club.

F. Owners. Each Person that holds record title to a Dwelling is referred to in the Declaration as an "Owner." Qualification for Resident Membership requires a Person to be an Owner; however, there shall be only one (1) Resident Member per Dwelling. Every Owner is a member of the Association and responsible to comply with the Declaration and these Club Documents.

#### IV. APPLICATION FOR MEMBERSHIP PRIVILEGES

A. Membership Agreement. Members obtain a non-exclusive revocable license to access the Club Property and use the Club Facilities, other facilities, and Recreational Components, within the Club Property in accordance with the Club Documents. Prior to being granted such license, Members are required to complete, sign and deliver to Club Owner the Membership Agreement in the form attached hereto as Schedule A ("Membership Agreement") and comply with any other registration requirements imposed by the Club Owner from time to time. Upon the Club Owner's receipt and approval of the executed Membership Agreement, the Club Owner will provide the Member information on obtaining membership cards or access devices, if any.

B. Club Dues. Also, prior to being granted such license, Members are required to pay all applicable Club Dues and any other charges due from such Member, as further set forth in the Club Documents.

#### V. IMPORTANT DISCLAIMERS

A. MEMBERSHIPS IN THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS OBTAINING MEMBERSHIP PRIVILEGES IN THE CLUB TO USE THE CLUB FACILITIES AND OTHER RECREATIONAL COMPONENTS OF THE CLUB, AS APPLICABLE. MEMBERS OBTAIN A **NON-EXCLUSIVE REVOCABLE LICENSE** TO USE THE CLUB FACILITIES IN ACCORDANCE WITH THE CLASSIFICATION OF MEMBERSHIP AND THE CLUB DOCUMENTS. MEMBERSHIP PRIVILEGES SHOULD

Angeline Club Membership Plan

NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO PERSON OBTAINING MEMBERSHIP PRIVILEGES AT THE CLUB SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP IN THE CLUB. THIS MEMBERSHIP PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY.

B. THERE ARE INHERENT RISKS ASSOCIATED WITH SWIMMING AND PARTICIPATION IN WATER-RELATED AND OTHER RECREATIONAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO THOSE ASSOCIATED WITH USE OF THE LAGOON, THE RECREATIONAL OBSTACLE COURSE, AND THE WATER SLIDE. 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 LAGOON 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 SUCH MEMBER'S FAMILY, MEMBER PARTNER, OCCUPANTS, AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND SUCH MEMBER'S FAMILY, MEMBER PARTNER, OCCUPANTS, AND GUESTS SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

**ANGELINE CLUB MEMBERSHIP PLAN**

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## ANGELINE CLUB MEMBERSHIP PLAN

### A. GENERAL DESCRIPTION OF THE MEMBERSHIP PLAN

The Club is implementing this Membership Plan pursuant to which certain privileges will be available to Members, their Guests, Family and/or Member Partners, and other Persons permitted by the Club Owner from time to time. This Membership Plan sets forth the terms and conditions of membership in the Club and the policies and procedures applicable to the Memberships being offered pursuant to the Club Documents. The terms and conditions of membership in the Club are subject to change from time-to-time in the sole and absolute discretion of the Club Owner, subject to the Club Plan, as may be amended from time to time.

### B. CLUB FACILITIES

#### 1. DESCRIPTION OF THE CLUB FACILITIES

The Club's facilities, which are referred to collectively herein as the "Club Facilities" and to which access is provided to all Resident Members, consist of the following:

- A lagoon featuring clear blue waters;
- lagoon deck;
- cabana cove;
- swim-up bar;
- retail shop;
- non-reserved seating; and
- restrooms, outdoor showers, water fountains and benches.

Not all areas within the Club Property are included within the Club Facilities, nor made available to Resident Members. The Club Facilities specifically exclude, without limitation, the following: the recreational obstacle course; the water slide; the machine room and associated maintenance and operation facilities; the parking areas; and certain rental facilities such as cabanas, tiki-huts, premium chairs, umbrellas or other facilities that may be available for rental and/or use, subject to additional fees and charges established by the Club Owner. 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 Club facilities, increase dues for all or certain categories of Membership to pay the additional costs associated with the additional Club Facilities, or give Members the option to use the additional Club facilities upon payment of Special Use Fees or additional fees and charges established by Club Owner.

If the operation of any of the Club Facilities is 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, accidents, epidemics, 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 to the extent that the performance or obligation is so limited or prevented by such occurrence without liability of any kind.

## **2. RECREATIONAL COMPONENTS**

Certain recreational components may be available to Members, subject to additional use fees and charges as set forth herein. Such "Recreational Components" may include, without limitation, the following: in-water obstacle course, water slide(s), kayaks/paddle boards available for rent, parking areas, and certain rental facilities such as cabanas, tiki-huts, premium chairs, umbrellas or other facilities that may be available for rental and/or use, subject to additional fees and charges established by the Club Owner. Although the Recreational Components may be located within or adjacent to the Club Facilities, the Recreational Components are not "Club Facilities."

## **3. ADDITIONAL FACILITIES**

The Club Owner reserves the right in its sole discretion to provide additional facilities at the Club. 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.

The Club Owner may, in its discretion, allow all Members to use the additional Club facilities, increase dues for all or certain categories of Membership to pay the additional costs associated with the additional Club Facilities, or give Members the option to use the additional Club facilities upon payment of Special Use Fees or additional fees and charges established by Club Owner.

# **C. MEMBERSHIPS**

## **1. MEMBERSHIPS AVAILABLE TO RESIDENT MEMBERS**

The Club Owner will initially make available one (1) category of membership available to Resident Members. The Club Owner reserves the right, in its sole and absolute discretion, to modify the Membership categories and privileges associated with same, and to remove, replace, amend or otherwise modify any Membership categories and any attendant privileges altogether as the Club Owner deems appropriate. The Club may offer additional categories of membership and use privileges as described in this Membership Plan. The Club may, from time to time, limit the number of Memberships to be offered in each category; provided that a Resident Membership shall always be available to a purchaser of a Dwelling in ANGELINE.

Notwithstanding anything contained herein to the contrary, the Club Owner shall have the right, in its sole and absolute discretion, to allow Members of the

Public to use the Club Facilities and other portions of the Club Property in exchange for certain fees as determined by Club Owner in its sole and absolute discretion.

**2. ELIGIBILITY**

Owners of Dwellings within ANGELINE are automatically deemed "Resident Members" for purposes of this Membership Plan and the Club Plan. Resident Members shall automatically acquire a "Resident Membership" upon the payment of the applicable Initial Club Contribution and/or Resale Club Contribution (as may be paid by the purchaser, seller or a Builder of such Dwelling), however, in order to access the Club Facilities, such Resident Member must provide a complete and executed Membership Agreement in the form attached hereto as Schedule A (the "Membership Agreement"). Resident Memberships are only available to owners of Dwellings within ANGELINE. All Memberships, including Resident Memberships, will be issued in the name of a single individual natural person. If a Lot is owned by a corporation, trust or other legal entity, then the Owner(s) collectively shall designate one (1) natural person who will be the Resident Member of the Club with respect to such Lot, and such natural person must be either (i) a majority owner of such legal entity or corporation or designated beneficiary of the trust, or (ii) a resident of the Dwelling and occupying such Dwelling as such person's primary residence. Occupants shall be eligible to use a Resident Member's Residential Membership as detailed in Section D.5. below.

**3. RESERVATION OF MEMBERSHIPS**

The Club Owner may, at any time and without notice, reserve any or all unsold Memberships. Reserved Memberships shall not be considered available, and the Club Owner shall not be obligated to release or sell a Reserved Membership, except as provided in this Membership Plan. The Club Owner may, in its discretion, release Reserved Memberships for sale to others. The Club Owner shall determine, in its discretion, who has priority to acquire a released Membership.

**4. AVAILABILITY OF MEMBERSHIPS TO INITIAL PURCHASERS IN ANGELINE**

Resident Members shall automatically acquire and maintain at least a Resident Membership in the Club. Prior to access of the Club Facilities, Resident Members shall submit a complete and executed Membership Agreement in connection with the purchase of the Dwelling and comply with all registration requirements imposed by the Club Owner and as may be set forth in the Membership Agreement.

**5. ADDITIONAL CLASSIFICATIONS OF MEMBERSHIP**

The Club Owner may issue other classifications of membership in its discretion, from time to time, conferring such rights and privileges, imposing such obligations, and prescribing such qualifications and requirements for membership as it deems appropriate for any such classifications. If additional classifications of membership are made available, the Club Owner will establish the use privileges of the additional membership classifications and the dues and other charges to be paid for these additional classifications of membership.

**6. MAXIMUM NUMBER OF MEMBERSHIPS**

While there are presently no limits on the number of Memberships which may be issued by the Club Owner, the Club Owner shall not issue more Memberships than it deems appropriate for the capacity of the Club Facilities and, in order to provide continued enjoyment of the Club Facilities to all Members of the Club, in Club Owner's discretion.

**7. MULTIPLE OWNERS OF PROPERTY**

All Memberships, including Resident Memberships, will be issued in the name of a single individual natural person. There shall be one (1) Resident Membership issued per Dwelling within ANGELINE. In the event a Dwelling within ANGELINE is owned by more than one Person (other than spouses or natural persons otherwise qualifying as Family or Member Partners pursuant to the Club Plan), only one (1) natural person shall be deemed the "Resident Member" for such Dwelling (and such natural person's "Family" residing in the Dwelling shall be deemed the "Family" of such Resident Member in accordance with the Club Plan), and any other owner who desires membership privileges must acquire a separate Non-Resident Membership (if available) in order to obtain membership privileges. If only one owner of a Dwelling in ANGELINE acquires a Membership, the additional owners who do not acquire a Membership may use the Club Facilities as Guests of the Resident Member, either by using a Guest day-pass included with the applicable level of Membership or by payment of the applicable Guest Fee (as defined below), subject to restrictions on Guests imposed by the Club Owner from time to time.

**D. MEMBERSHIP PRIVILEGES**

**1. CLUB MAY ESTABLISH RULES REGARDING USE OF THE CLUB FACILITIES**

All membership privileges will be subject to this Membership Plan and the Club Plan, as both may be amended from time to time, including but not limited to, compliance with the Club Rules and Regulations, as may be amended. In order to provide the utmost playing pleasure for all Persons using the Club Facilities, the Club reserves the right to establish or amend the Club Rules and Regulations, including any restrictions governing Guest privileges and use of the Club Facilities.

**2. SPECIFIC MEMBERSHIP PRIVILEGES**

Each Member's membership privileges in the Club are subject to the Club Documents. Upon approval by the Club Owner, payment of the applicable Initial Club Contribution and/or Resale Club Contribution, dues, fees and other charges and compliance with the Rules and Regulations established by the Club Owner, Members obtain the following use privileges, as more specifically set forth in the Club Documents:

**(a) Resident Membership Privileges**

Each Member with Resident Membership shall receive (i) access to the Club Facilities, (ii) the right to use certain Recreational Components, subject to subject to Special Use Fees as provided in the Club Plan and additional fees and charges as set forth herein, (iii) twenty-five (25) Guest day-passes per each calendar year, (iv) a discount in the amount of

twenty-percent (20%) off all fee-based amenities, rentals and special events (no discount on retail, food or beverage), and (v) the opportunity to participate in certain special events, programs and activities, subject to Special Use Fees. Resident Members have access to the Club Facilities on a year-around basis, subject to payment of Club Dues, Special Use Fees and other charges established by the Club Owner for services, including but not limited to food and beverage, use of rental equipment, and any other fees established by the Club Owner for Resident Members. All such rights and privileges of a Resident Member shall be subject to the terms and conditions set forth in the Membership Agreement and the Club Documents.

### **3. GUEST PRIVILEGES, GUEST PASSES AND GUEST FEES**

Guests of Members may use the Club Facilities in accordance with the 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. PLEASE 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" (as defined in the Club Plan) or "Member Partner" (as defined below), may only use the Club Facilities as a Guest of a Member or pursuant to a separate Membership obtained by such Person.

Each Member with Resident Membership shall receive twenty-five (25) Guest day-passes per each calendar year. A Resident Member may invite additional Persons to use the Club Facilities without using a Guest day-pass, but such Resident Member must pay a guest fee in the amount of five dollars (\$5.00) per day (each, a "Guest Fee") per guest of such Resident Member. Additional fees and charges may apply to Guests of Non-Resident Members.

### **4. FAMILY AND MEMBER PARTNER PRIVILEGES**

Memberships in the Club shall be issued in the name of an individual natural person. A Membership allows the Member and Family of the Member to use the Club Facilities in accordance with the terms of the classification of Membership selected and described in the Club Documents.

In addition, an unmarried Member may request in writing to the Club Owner to designate one (1) natural person permanently residing with such Member as a family unit to be given the rights of a Family member ("Member Partner"). The Member's request for designation of a Member Partner may be granted or denied in the Club Owner's sole discretion. The Club Owner may, in its sole and absolute discretion, require proof of residency of the individual the Member seeks to designate as a Member Partner. Such designation of an unmarried Member may be changed by the Member only once every two (2) years subject to the Club Owner's current policy at that time. A Member may revoke the privileges to such Member's designated Member Partner by written notice to the Club Manager. The Club Owner may, from time to time, establish, modify and/or revoke policies concerning Member Partners.

Notwithstanding anything to the contrary contained herein, the Club Owner shall have the right to approve special situations and determine, in the Club Owner's sole and absolute discretion, whether certain individuals shall qualify as a "Member Partner" or member of a "Family" for purposes of this Membership Plan. Any such decision by the Club Owner shall be binding and shall not be subject to challenge. Club Owner shall not discriminate in any manner against any Member, Family, Member Partner, or Guest of a Member, on account of race, sex, religion, color, national origin, handicap, status as a veteran, creed, or ancestry.

## **5. OCCUPANT PRIVILEGES**

A Resident Member will be entitled to designate the Occupant of the Dwelling as the beneficial user of the Resident Membership. An Occupant who is designated as the beneficial user of the Resident Membership shall be entitled to the same rights and privileges to use the Club Facilities as the Resident Member. Only one (1) natural person can exercise Resident Membership privileges as an Occupant. During the period when an Occupant is designated as the beneficial user of a Resident Membership, the Resident Member will continue to pay Club Dues but such Resident Member and such Resident Member's Family and/or Member Partner shall not be entitled to use the Club Facilities as a Member. Once a Resident Member designates an Occupant, only the Occupant and such Occupant's Family and/or Member Partner, as applicable, shall be entitled to exercise the privileges of a Resident Member with respect to such Dwelling during the period of Occupancy; however, the Resident Member and Occupant shall be jointly and severally liable for all Club Dues. Resident Members shall be responsible for their Occupant's behavior as well as all charges incurred by their Occupant(s) that remain unpaid after the customary billing and collection procedure established by the Club from time to time. Each Occupant shall be subject to the Membership Plan. No Occupant (or such Occupant's Family, Member Partner or Guests) may access the Club Property or use the Club Facilities until Club Owner has received such executed documentation and registration information as required by Club Owner in its discretion.

## **E. CLUB CONTRIBUTION**

### **1. CLUB CONTRIBUTION**

To obtain a Resident Membership in the Club, the purchaser of a Dwelling within ANGELINE shall pay a nonrefundable Initial Club Contribution and/or Resale Club Contribution pursuant to Section 7 of the Club Plan; provided, however, the Initial Club Contribution and/or Resale Club Contribution may have been paid by the applicable Builder.

### **2. TAX CONSEQUENCES**

Neither the Club Owner nor the Club Manager makes any representations or opinions regarding the federal or state income tax consequences of obtaining a Membership in the Club. All Members obtain their Membership 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 Initial Club Contribution, Club Membership Fees, Club Dues and other charges and fees associated with the Club.

**F. REGISTRATION AND/OR APPLICATION FOR MEMBERSHIP**

**1. MEMBERSHIP AGREEMENT**

Owners of Dwellings within ANGELINE are automatically deemed "Resident Members" for purposes of this Membership Plan and the Club Plan. Resident Members shall automatically acquire a "Resident Membership" upon the payment of the applicable Initial Club Contribution and/or Resale Club Contribution (as may be paid by the purchaser, seller or a Builder of such Dwelling), however such Resident Member must provide a complete Membership Agreement in order to access the Club Facilities. Prior to access of the Club Facilities, Resident Members shall submit a Membership Agreement in connection with the purchase of the Dwelling and comply with all registration requirements imposed by the Club Owner and as may be set forth in the Membership Agreement. A Person desiring a Non-Resident Membership must complete a Membership Agreement and comply with all registration requirements imposed by the Club Owner and as may be set forth in the Membership Agreement, and pay the applicable Club Membership Fee as further set forth in the Membership Agreement for the applicable desired Membership.

The Club shall not discriminate in any manner against any Member, Family member, Member Partner or Guest of a Member on account of race, sex, sexual orientation, religion, color, national origin, handicap, marital status, status as a veteran, creed or ancestry or any other bias prohibited by law.

**2. PRIVILEGES SUBJECT TO THE CLUB DOCUMENTS**

Each Member agrees to be bound by the terms and conditions of the Club Documents, agrees to fully substitute the membership privileges obtained pursuant to the Membership Plan for any present or prior rights in or to use the Club Facilities and agrees to release and indemnify the Club, the Club Owner and the Club Manager for any and all damages and injuries as further set forth in the Club Rules and Regulations and the Membership Agreement.

**G. TRANSFER OF MEMBERSHIPS**

**1. TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB OWNER**

Members may not sell, transfer or otherwise assign their Membership except to the Club Owner or as otherwise expressly set permitted in accordance with the Club Documents.

**2. RESIGNATION AND TRANSFER OF MEMBERSHIP UPON SALE OF DWELLING IN ANGELINE**

Resident Memberships shall be resigned in connection with the sale of a Dwelling in ANGELINE. The procedure for a resignation and/or transfer of a Membership upon sale of a Dwelling shall be as follows: (a) the selling Member shall submit written notice to the Club Owner of resignation and/or transfer, as applicable, prior to the closing of the sale of the Dwelling, (b) the purchaser of the Dwelling must submit a complete Membership Agreement and the required Initial Club Contribution and/or Resale Club Contribution and Club Dues on or before closing, and (c) the transfer of the Membership shall be processed to occur on the date of closing on the sale and



purchase of the Dwelling. All privileges of the selling Member shall terminate upon closing on the sale of the Dwelling.

**3. TRANSFER UPON THE DEATH OF A RESIDENT MEMBER**

Upon the death of a Resident Member, the Resident Membership automatically passes to the successors in title of the Dwelling.

**4. LEGAL SEPARATION OR DIVORCE**

In the event a Resident Member is legally separated or divorced, the Resident Membership in the Club shall vest in the spouse awarded the Dwelling in ANGELINE. For Non-Resident Members, the Membership in the Club shall vest in the spouse awarded the Membership in the divorce decree. The divorced or legally separated persons must give written notice to the Club Manager designating the person who is entitled to continue with the privileges of Membership immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club Manager, each spouse shall be jointly and severally responsible for the payment of all dues, fees and charges associated with such Membership. The legally separated spouse or former spouse, as the case may be, who does not continue with the Membership shall no longer have any use privileges at the Club. In the event a "Family" includes unmarried children (under the age of 18) who reside part time in a residence other than the Resident Member's and/or Occupant's Dwelling (e.g. in the event of a divorce or separation), then up to three (3) such unmarried children shall be included in the definition of "Family" as used herein, so long as such the Resident Member and/or Occupant otherwise holds itself out as a family unit with such unmarried children. Neither the Club Owner nor Club Manager will be involved in any dispute, and each the Club Owner and Club Manager reserve the right to suspend all membership privileges in the event of disagreement over which spouse retains the membership privileges.

**H. DUES, FEES AND CHARGES**

**1. MEMBERSHIP YEAR**

The Club's membership year will constitute the twelve month period commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>, unless otherwise established by the Club Owner (the "Membership Year").

**2. CLUB DUES AND OPERATING CHARGES**

The payment of the applicable Initial Club Contribution and/or Resale Club Contribution, together with the ongoing payment of all Club Membership Fees and all other dues, use fees, charges, state taxes, service charges and other personal charges that the Club Owner may establish from time to time are required to initially acquire a Membership at the Club, to retain such Membership and to continue to be able to exercise the membership privileges at the Club with respect to such Membership, and are not considered to be assessments of any kind or nature. EACH MEMBER ACKNOWLEDGES AND AGREES THE CLUB DUES SHALL NOT BE SUBJECT TO THE HOMEOWNERS ASSOCIATION ACT, AND ARE SEPARATE FROM THE ASSESSMENTS PAYABLE TO THE ASSOCIATION UNDER THE DECLARATION.

### **3. DUES, FEES AND CHARGES**

Each Member shall pay all Club Dues and other charges that are set forth herein and in the Club Plan. The Club Owner may establish Special Use Fees and the amount of any other fees and charges to be paid by each Member from time to time, in accordance with the Club Plan. 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 TO THE FOREGOING AND AGREES SUCH OWNER SHALL NOT TAKE THE POSITION THAT CLUB DUES ARE ASSESSMENTS UNDER THE HOMEOWNERS ASSOCIATION ACT.

Each Resident Member, for each Resident Membership held by such Resident Member, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee established and published by the Club Owner from time to time. The Club Owner shall periodically publish and make available to prospective Resident Members the Club Membership Fees then in effect for Resident Memberships. PROSPECTIVE MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT CLUB MEMBERSHIP FEES IN EFFECT PRIOR TO PURCHASING A DWELLING WITHIN ANGELINE. THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.

The obligation to pay Club Dues is not dependent on the availability of all the Club Facilities or the frequency of use. Repair and maintenance of the Club Facilities and/or other occurrences may make it necessary for the Club Owner to change hours of use or restrict the use of the Club Facilities or to close certain Club Facilities temporarily. The Club Owner will not reduce or suspend dues during the time when the Club Facilities, in whole or in part, are not available.

### **4. PAYMENT OF DUES**

Club Dues shall be payable in advance, on or before the first day of each quarter during the Membership Year, unless otherwise established by the Club Owner.

Quarterly statements for Club Dues will normally be mailed to all Resident Members prior to the first (1st) day of each quarter. Club Dues are due and payable upon receipt and in no event later than the tenth (10th) day after the statement was mailed. A late charge and/or interest will be added to all outstanding balances in accordance with the Club Plan if the statement is not paid by the tenth (10th) day after the statement was mailed.

### **5. SUSPENSION AND TERMINATION FOR NON-PAYMENT**

The failure of any Member of the Club to timely pay Club Dues, fees and other charges when due shall constitute grounds for suspension and/or termination of membership privileges in accordance with the Club Plan. In the event a Membership is terminated, then the Member will no longer have any membership privileges to use the Club Facilities until all fees and charges are paid current.

## **6. CAPITAL ASSESSMENTS**

Members are not subject to assessments for operating shortfalls or capital repairs, replacements, additions or improvements of any kind. The payment of dues, use fees, charges, state taxes, service charges and other personal charges that the Club Owner may establish from time to time is required to obtain and maintain membership privileges in the Club and is not considered an assessment for capital improvements.

## **I. CLUB OPERATIONS**

### **1. MANAGEMENT, CONTROL AND OPERATION OF THE CLUB**

The Club Owner reserves the right to retain a professional management firm to manage and operate the day-to-day affairs of the Club. The Club Owner, or Club Manager if so designated by Club Owner, shall have the exclusive authority to accept Members, establish dues, fees and charges, establish Club Rules and Regulations and control the management and affairs of the Club and the Club Facilities.

The Club Owner reserves the right to interpret the provisions of this Membership Plan when the same are of doubtful meaning or in conflict with other provisions. Any interpretation by the Club Owner shall be rendered in good faith and shall be binding if the Club receives an opinion of legal counsel to the Club that the interpretation is reasonable and supported by this Membership Plan and applicable law, which opinion may be rendered before the interpretation is adopted by the Club Owner.

Any Resident Member may request, in writing, that the Club Owner waive or modify provisions of this Membership Plan based upon extenuating circumstances or severe hardship. The Club Owner shall review any such request on a case by case basis. The decision of the Club shall be final. Any such decision shall not establish a precedent for similar circumstances. The Club Owner reserves the right to review each such request based on individual circumstances and then existing conditions.

## **J. OTHER MEMBERSHIPS AND USE PRIVILEGES**

### **1. OTHER MEMBERSHIPS**

To promote the economic viability of the operation of the Club, the Club may issue other categories of membership in its sole discretion to purchasers of Dwellings in ANGELINE and others.

### **2. NON-MEMBER ACCESS (PUBLIC ACCESS)**

To promote economic viability, the Club may promote access to the Club Facilities by Members of the Public upon payment of applicable fees, as determined by the Club Owner in its sole and absolute discretion. The Club Owner may designate specific times for Members of the Public to use the Club Facilities at any time it deems the same appropriate.

**3. PROMOTIONAL USE OF THE CLUB AND SPECIAL EVENTS**

The Club Owner and its designees shall have the right, at any time, to hold promotional and other special events at the Club Facilities. The Club Owner shall also have the right to designate Persons to use the Club Facilities for any purpose and upon such terms and conditions as are established from time to time by the Club Owner. The Persons designated to use the Club Facilities may include, without limitation, Persons who are prospective Members, Persons who are prospective purchasers of Dwellings in ANGELINE, Persons who are involved in special events held at the Club and employees of the Club Owner or the Club Manager. The Persons designated by the Club Owner are subject solely to approval by the Club Owner.

The Club Owner and its designees shall have the right at any time to hold promotional and other special events, including group outings, and to promote ANGELINE and the Club in advertisements and promotional materials by making reference to the Club and the availability of Memberships. The Club Owner reserves the right, in its sole discretion, to restrict or otherwise reserve in advance the Club Facilities or any portion thereof for maintenance, group outings, marketing events and other special events from time to time.

**4. USE OF OTHER CLUB FACILITIES**

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

**K. ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES**

**1. ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES**

The Club Facilities will initially be owned by the Club Owner. Membership in the Club is not an investment in the Club, the Club Facilities, the Club Owner or the Club Manager, and does not provide the Member with an equity or ownership interest or any other property interest in the Club, the Club Facilities, the Club Owner or the Club Manager. Membership in the Club allows the Member to use the Club Facilities as provided herein, but does not grant to the Member a vested or prescriptive right or easement to use the Club Facilities. Members do not have any interest in the income of the Club, the Club Manager or the Club Owner and do not have the right to receive any of the Club's, Club Manager's or Club Owner's assets if the Club is dissolved. A Member only obtains a non-exclusive revocable license to use the Club Facilities in accordance with the terms of the Club Documents, as amended. IN NO EVENT WILL A MEMBER BE REFUNDED THEIR INITIAL CLUB CONTRIBUTION AND/OR RESALE CLUB CONTRIBUTION. THEREFORE, MEMBERSHIP PRIVILEGES SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO PERSON OBTAINING MEMBERSHIP PRIVILEGES IN THE CLUB SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP IN THE CLUB.

Any controversy, dispute, or claim between a Member and the Club, Club Manager or Club Owner shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in the arbitration shall, in addition to such other relief as may be granted, be entitled to a reasonable sum as and for such party's costs and expenses incurred, including attorneys' fees and para-professionals' fees. Arbitration shall be the sole and exclusive remedy in the event any such controversy, dispute or claim shall arise.

**2. MODIFICATION AND TERMINATION OF MEMBERSHIP PLAN**

Subject to the Club Plan, the Club Owner reserves the right, in its sole and absolute discretion, to terminate the Membership Plan, terminate all Memberships in the Club or any particular Membership or classification of Membership in the Club with or without cause, and to sell or otherwise dispose of the Club Facilities to an equity member-owned club or any other third party. In addition, the Club Owner further reserves the right, from time to time, at any time, in its sole discretion, to waive or modify this Membership Plan or the Club Documents in any manner it deems appropriate, subject to the Club Plan. All Members agree to be bound by any changes to the Membership Plan or the Club Documents. Any amendment of this Membership Plan shall, automatically and without action of the Members, be binding on all Members. The Club Owner may sell, transfer or assign its interest in the Club Facilities, in which event the Club Owner may assign, without recourse, its rights and/or obligations under this Membership Plan.

**3. SUBORDINATION OF MEMBERSHIP INTEREST**

The Membership rights created by the Club Documents for all Members are subordinate to the mortgage lien of any financing obtained by the Club Owner and each Member acknowledges and agrees by acceptance of its Membership that such Member's membership privileges may be terminated in the event that the lender extending the financing to the Club Owner forecloses its mortgage lien pursuant to said lender's loan documents.

**4. RULES AND POLICIES**

The Club Owner reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing the Club Facilities, in the Club Owner's sole and absolute discretion and without giving prior notice or obtaining consent from the Members.

CLUB RULES AND REGULATIONS ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. MEMBERS AND PROSPECTIVE SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT RULES AND REGULATIONS CURRENTLY IN EFFECT.

**5. NO PLEDGE OF MEMBERSHIPS**

A Member may not pledge or hypothecate his or her Membership.

**6. AMBIGUITIES AND CONFLICTS**

To the extent there are any conflicts or ambiguities in the terms of the Club Documents, the Club Owner shall have the sole authority to interpret the Club Documents and its decision shall be conclusive and final. In the event of any conflict between the Club Plan and this Membership Plan, the Club Plan shall control.

**7. NON-DISCRIMINATION**

The Club Owner and Club Manager shall not discriminate in any manner against any Member, Family member, Member Partner or Guest of a Member, or applicant for Membership on account of race, sex, religion, color, national origin, handicap, status as a veteran, creed, or ancestry.

**8. FORCE MAJEURE**

If operation of the Club Facilities is limited or prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any Federal, state or local government authority or by any acts of God or by any other cause not reasonably within the control of the Club Owner or any affiliated entity, whether or not specifically mentioned herein, the Club Owner, and any affiliated entity shall be excused, discharged, or released from the performance to the extent that the performance or obligation is so limited or prevented by the occurrence without liability of any kind.

**Schedule A to Membership Plan**

**Membership Agreement**

**[ATTACHED ON FOLLOWING 5 PAGES]**

**MEMBERSHIP AGREEMENT**

The undersigned (the "**Member**") shall maintain a (check as applicable)  Resident Membership or  Non-Resident Membership (hereinafter, the "**Membership**") in Angeline Club (the "**Club**") and hereby submits this Membership Agreement (together with all addenda attached hereto, collectively referred to herein as the "**Membership Agreement**") to 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 Membership Plan for Angeline Club (as amended, the "**Membership 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): \_\_\_\_\_

Resident Membership or  Non-Resident Membership

- The Member  has previously paid or  simultaneously upon execution will pay, a nonrefundable  Initial Club Contribution in the amount of \$ \_\_\_\_\_ AND/OR  Resale Club Contribution in the amount of \$ \_\_\_\_\_.

Resident Member:

Address: \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Non-Resident Member:

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 children residing with Member as Family Unit: \_\_\_\_\_

**CHILDREN INFORMATION**

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



## TERMS AND CONDITIONS

1. Membership Subject to Membership Plan and Club Plan. 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 Membership Plan, the Club Plan, and the Club's Rules and Regulations currently in effect (the Membership Plan, 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 such Member's 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 such Member's 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 SUCH MEMBER, FAMILY MEMBER, LESSEES OR GUEST SHALL EXECUTE ON BEHALF OF ANY MINOR) SUCH ASSUMPTION OF RISK AND WAIVER OF LIABILITY PRIOR TO ANY ACCESS OR USE OF THE CLUB FACILITIES.



**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, on behalf of myself and any minor children listed below and in the Membership Agreement ("Minors") to which this Assumption of Risk and Waiver Of Liability (this "Release") is attached, 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 the Minors' 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 the Minors' 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 the Minors 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 LAGOON, OBSTACLE COURSE, SLIDE, RECREATIONAL EQUIPMENT 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, subject to Fla. Stat. § 744.301(3)(2018). 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

**[AGREEMENT FOR MINOR PARTICIPANT CONTINUED ON FOLLOWING PAGE]**

**AGREEMENT FOR MINOR PARTICIPANT**

I, the above-signed participant, hereby agree that if while participating in any activities within the Club Facilities or Club Property, I observe any unusual hazard or condition, which I believe jeopardizes my personal safety or that of the Minor(s) or others, I will remove such Minor(s) from participation in the activities and/or use of the Club Facilities and immediately bring said hazard or condition to the attention of the Club Owner and/or Club Manager. I further agree that I will explain to the Minor(s) that the risk of injury while participating in the activities and using the Club Facilities can be reduced by following the rules and through the use of common sense and good judgment.

**NOTICE TO THE MINOR CHILD'S  
NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

Your signature below reflects your express assent to be bound to the terms of this Release for your minor child. Please carefully review each section again and ensure that you fully understand the implications of this Release. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf.

Name of Minor Participant	Parent/Guardian's Signature on behalf of Minor	Date

EXHIBIT E

**CLUB MEMBERSHIP FEE SCHEDULE**

Initial Club Membership Fee	\$40.00
January 1, 2025	\$42.00
January 1, 2026	\$44.10
January 1, 2027	\$46.31
January 1, 2028	\$48.63
January 1, 2029	\$51.06
January 1, 2030	\$53.61
January 1, 2031	\$56.29

\*plus applicable sales tax

Beginning on January 1, 2025, Club Owner reserves the right to increase the Club Membership Fees provided on this Club Membership Fee Schedule by no more than five percent (5%). From 2032 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 ten percent (10%) on an annual basis.

**THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.**

**THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE. IN ADDITION TO THE CLUB MEMBERSHIP FEE, MEMBERS ARE REQUIRED TO PAY ALL OTHER APPLICABLE CHARGES, FEES AND COSTS AS MORE PARTICULARLY SET FORTH IN THE CLUB PLAN.**

**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

INSTR# 2022191008 BK 10680 PG 3309  
08/29/2022 01:58pm Page 1 of 1  
Rcpt: 2497182 Rec: 10.00  
DS: 0.00 IT: 0.00  
Nikki Alvarez-Sowles, Esq.  
Pasco County Clerk & Comptroller

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

**JOINDER TO AND RATIFICATION OF  
CLUB PLAN FOR ANGELINE CLUB**

THIS JOINDER TO AND RATIFICATION OF CLUB PLAN FOR ANGELINE CLUB (this “**Joinder**”) is made by **AG EHC II (LEN) MULTI STATE 2, LLC**, a Delaware limited liability company, for the purpose of ratifying and evidencing its joinder and consent to the CLUB PLAN FOR ANGELINE CLUB recorded as Instrument # 2022189064, in Official Records Book 10679, Page 1753 in the Public Records of Pasco County, Florida (the “**Club Plan**”).

AG EHC II (LEN) MULTI STATE 2, LLC is an “Other Owner” as defined in the Club Plan and executes this joinder for the purpose of ratifying the Club Plan and agreeing to subject all real property owned by it within ANGELINE (as defined in the Club Plan) to the provisions 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 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

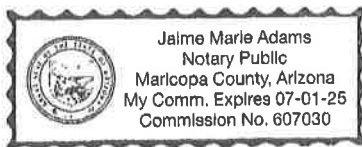
By: Steven S. Benson  
Steven S. Benson, its Manager

Janette Labauge  
Print Name: Janette Labauge  
Wendy Stoekel  
Print Name: Wendy Stoekel

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

INSTR# 2022191009 BK 10680 PG 3310  
08/29/2022 01:56pm Page 1 of 6  
Rcpt: 2497182 Rec: 52.50  
DS: 0.00 IT: 0.00  
Nikki Alvarez-Soules, Esq.  
Pasco County Clerk & Comptroller

**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

**DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“**Declaration**”) is made and executed this 26<sup>th</sup> day of AUGUST, 2022, by **LENNAR HOMES, LLC**, a Florida limited liability company (the “**Declarant**”), and joined by AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company (“**AG**”).

**WITNESSETH**

WHEREAS, the Declarant and AG are collectively the owners of the Property (as described herein); and

WHEREAS, it is the intent of the Declarant and AG to place restrictions and limitations of record on the Property and to limit the use for which it is intended so as to qualify for exemption from payment of School Impact Fees (as defined herein); and

WHEREAS, it is the intent of the Declarant and AG that the Community (as defined herein) be designated and operated as a community for Older Persons (as defined herein) in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C. §§3601-361, and the provisions of 24 C.F.R. § 100.305, 100.306, and 100.307, as amended (collectively, the “**Acts**”).

NOW, THEREFORE, the Declarant and AG do hereby declare that the Property is hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for any lease or deed of conveyance hereafter made, and one of the express conditions thereof, and that said restrictions and limitations are intended to be, and shall be taken as covenants that run with the land, and shall be as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and incorporated by this reference as if fully set forth herein.
2. **Definitions.** As used in this Declaration, the following terms are defined as follows:
  - (a) “**Association**” refers to the residential homeowners’ association established or to be established as MEDLEY AT ANGELINE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation for governance of the Community.
  - (b) “**Community**” refers to the single-family residential project known as MEDLEY AT ANGELINE to be constructed on the Property.

- (c) “County” shall mean Pasco County, Florida.
- (d) “School Impact Fees” shall mean and refer to school impact fees assessed under the Code.
- (e) “Older Persons” shall mean persons fifty-five (55) years of age and older.
- (f) “Code” shall mean Chapter 1300, Section 1302.1, of the Pasco County Land Development Code.
- (g) “Owner” shall mean and refer to one or more persons or entities who hold the record title to the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- (h) “Property” shall mean and refer to the real property located in Pasco County, Florida, described on Exhibit “A” attached hereto and incorporated herein by this reference.

3. Use Restrictions and Restrictive Covenants. The Declarant (joined by AG) hereby declares that the Property shall be held, maintained, transferred, sold, conveyed and owned subject to the following covenants and restrictions (“Restrictions”):

- (a) At least eighty percent (80%) of the residential units on the Property shall be occupied by at least one (1) person fifty-five (55) years or older, and the Owner will operate the Community as a community for Older Persons in compliance with the terms and provisions of the Acts; and
- (b) No person under the age of twenty-two (22) shall be allowed to permanently occupy any residential unit on the Property. Occupancy by said individual(s) in any residential unit(s) for more than ninety (90) days shall constitute “permanent” occupancy.

The Association shall be responsible for enforcing the foregoing Restrictions and shall be jointly and severally liable along with the Owner of the violating unit(s) to the County and the District School Board of Pasco County (the “School Board”), for payment of any School Impact Fees, mobility fees, transportation impact fees, or transportation mitigation waived or reduced if such Restrictions have been violated. Such payment(s) shall be calculated in accordance with the School Impact Fee, mobility fee, TIF, or the transportation mitigation rates or rules in effect at the time the violation(s) are discovered.

The foregoing Restrictions are for the benefit of the County and the School Board who shall have the right to enforce violations of the foregoing Restrictions by assessment of School Impact Fees, transportation impact fees, mobility fees, or transportation mitigation by any means legally available to the Association, or by any other legal remedy, including injunctive relief. The County and the School Board shall be entitled to recover any attorney’s fees expended to enforce violations of the Restrictions or to collect



School Impact Fees, transportation impact fees, or transportation mitigation waived or reduced in violation of the Restrictions.

The foregoing Restrictions shall survive any expiration of the other applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both the County and the School Board.

4. Covenants and Restrictions Running With Land. This Declaration shall be a covenant running with the land and shall be effective immediately upon its recording in Pasco County, Florida.
5. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of prohibiting persons under twenty-two (22) years of age from permanently occupying any residential unit within the Community or on the Property.
6. Designation. The Community is hereby designated as a community for Older Persons in compliance with the terms and provisions of the Acts.
7. Governing Law. This Declaration shall be governed by the laws of the State of Florida and exclusive venue shall be in Pasco County, Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first written above.

Signed, sealed, and delivered  
in the presence of:

LENNAR HOMES, LLC, a Florida limited  
liability company

*Caroline Orellana*  
Print Name: Caroline Orellana

By: *[Signature]*  
Name: Steve Smith  
Title: Vice President

*[Signature]*  
Print Name: Tiffany Cruz

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this 25 day of August, 2022, by  
Steve Smith, as Vice President of LENNAR HOMES, LLC, a  
Florida limited liability company, on behalf of the company, who  is personally known to me  
or  has produced \_\_\_\_\_ as identification.



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

*[Signature]*  
Printed Name: Carey Gutierrez  
Notary Public, State of Florida  
Commission No. GG958988  
My commission expires: 2/17/2024

JOINDER

AG EHC II (LEN) MULTI STATE 2, LLC, a Delaware limited liability company (“AG”) does hereby join in the DECLARATION OF COVENANTS AND RESTRICTIONS (the “Declaration”), to which this Joinder is attached. AG agrees this Joinder is for subjecting any land within the Property (as defined in the Declaration) owned by AG to the terms of the Declaration, 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

Jeannette LaRavage  
Print Name: Jeannette LaRavage

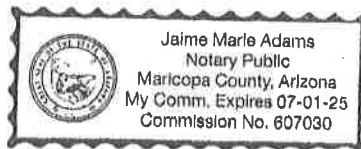
By: Steven S. Benson  
Steven S. Benson, its Manager

Wendy Stoeckel  
Print Name: Wendy Stoeckel

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

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.