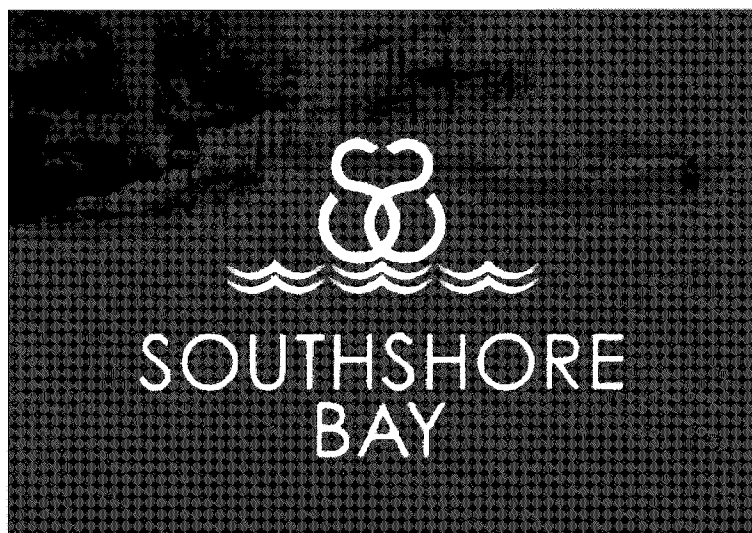


**PREPARED BY AND RETURN TO:**

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

**AMENDED AND RESTATED CLUB SOUTHSORE BAY  
CLUB PLAN**



**\*NOTE TO RECORDER: THIS INSTRUMENT IS INTENDED TO AMEND AND RESTATE AND  
ENTIRELY REPLACE THE CLUB PLAN RECORDED IN OFFICIAL RECORDS BOOK 25410,  
PAGE 1486, PUBLIC RECORDS OF HILLSBOROUGH COUNTY.**

## TABLE OF CONTENTS

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

**List of Exhibits:**

Exhibit A	Legal Description of Club Property
Exhibit B	Legal Description of SOUTHSHORE BAY
Exhibit C	Legal Description of Charter Property
Exhibit D	Membership Agreement
Exhibit E	Membership Plan
Exhibit F	Club Membership Fee Schedule

## AMENDED AND RESTATED CLUB SOUTHSORE BAY

### CLUB PLAN

THIS AMENDED AND RESTATED CLUB SOUTHSORE BAY CLUB PLAN (this "**Club Plan**") is made this 24<sup>th</sup> day of April, 2019, by SOUTHSORE BAY CLUB, LLC, a Florida limited liability company (the "**Club Owner**"), joined by DUNE FB DEBT, LLC, a Delaware limited liability company, and DUNE FL LAND I SUB LLC, a Delaware limited liability company (collectively, the "**Declarant**") and SOUTHSORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

### P R E A M B L E

SOUTHSORE BAY (as defined below) is encumbered by the CLUB SOUTHSORE BAY-CLUB PLAN recorded in Official Records Book 25410, Page 1486 of the Public Records of Hillsborough County (as amended and supplemented, the "**Original Club Plan**"). Pursuant to Section 24 of the Original Club Plan, Club Owner has the right to amend the Original Club Plan as it deems appropriate, without the joinder or consent of any person whatsoever. By this instrument the Club Owner hereby desires to amend, restate and replace in its entirety the Original Club Plan.

### R E C I T A L S

- 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**"). The Club Property is located within the real property described on **Exhibit B** attached hereto and made a part hereof (such real property being referred to herein as "**SOUTHSORE BAY**").
- B. As stated on the Original Club Plan, the real property comprising SOUTHSORE BAY is subject to the restrictions, covenants, terms and conditions set forth in the Club Plan.
- C. This Club Plan is a covenant running with all of the land comprising SOUTHSORE BAY, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Club Plan.

THE ASSOCIATION AND EACH RECORD TITLE OWNER OF ANY INTEREST IN SOUTHSORE BAY SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. ALTHOUGH THE ORIGINAL CLUB PLAN WAS INCLUDED AS AN EXHIBIT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SOUTHSORE BAY, RECORDED IN O.R. BOOK 25402, PAGE 1869, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA (AS AMENDED AND SUPPLEMENTED, THE "**DECLARATION**"), THE DECLARATION IS SUBORDINATE AND INFERIOR TO THIS CLUB PLAN AND EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, ACKNOWLEDGES AND AGREES THAT THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNER'S ASSOCIATION OR CLUB ASSOCIATION AND THIS CLUB PLAN IS NOT GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT, CHAPTER 720, FLORIDA STATUTES. IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

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

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

"**Charter Member**" shall mean every Owner that is the first Person other than a Builder to become a record title owner of a Dwelling located within the Charter Property (as defined below). Upon sale or other transfer of ownership of a Lot by a Charter Member, (i) the Charter Member shall be deemed

to have automatically assigned and transferred the Resident Membership with such Lot, (ii) the new Owner shall automatically become a Resident Member, and (iii) and the Lot so transferred shall no longer have a Charter Member associated with such Lot. The term "Charter Member" shall not include Charter Members' successors in title (i.e. only the first Person other than a Builder to become a record title owner of a Dwelling within the Charter Property shall be a Charter Member).

**"Charter Property"** shall mean and refer to the real property legally described on **Exhibit C**.

**"Club"** shall refer to "Club Southshore Bay," 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. 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.

**"Club Dues"** shall mean the charges to be paid by the Members pursuant to the provisions of this Club Plan and the Membership Plan, including without limitation, the Initial Club Contribution, any Resale Club Contribution, the Club Membership Fee and Special Use Fees. Club Dues are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to Homeowners Association Act.

**"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 Resident Members pursuant to this Club Plan and the other Club Documents, including without limitation, the Metro Lagoon. The Club Facilities shall specifically exclude those areas of the Club Property that are not designated as available to Resident Members pursuant to this Club Plan, the Membership Plan or any other of the Club Documents. The Club Owner will endeavor to specifically identify (by signage, physical boundaries, or other means) the areas of the Club Property that are not accessible to Members, but such identification shall not be required. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities accessible to the Members, such determination shall be binding and conclusive. The Club Facilities are described in more detail in Section 3.2 of this Club Plan and in the Membership Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY 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) OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA.

**"Club Manager"** shall mean the 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 Charter Member and Resident Member pursuant to the provisions of Section 6.1 and 6.2 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Homeowners Association Act.

**"Club Owner"** shall mean the record title owner of the real property comprising the Club Property and any of its designees, successors and assigns who receive a written assignment of some or all of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment, 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, SOUTHSORE BAY 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 AMENDED AND RESTATED CLUB SOUTHSORE BAY CLUB PLAN, 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 Property may be comprised of one or more parcels of land that may not be connected or adjacent to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON by acceptance of a deed to a Lot HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT common property or COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND further WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS common property or COMMON AREA.

**"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 SOUTHSORE BAY, recorded in Official Records Book 25402, Page 1869 of the Public Records of Hillsborough County, Florida, as now or subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. 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.

**"Member"** shall mean (i) every Resident Member, and (ii) every Non-Resident Member. An Owner (other than a 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 D** 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 E** 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. Resident Members shall have use of the Metro Lagoon as a benefit of their Resident Membership.

**"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.

**"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.

**"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 SOUTHSORE BAY, 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 Hillsborough County, Florida.

**"Resident Member"** shall mean every Owner, including Persons who are Charter Members; provided, however, the term "Resident Member" shall not include any Builder (i.e. Builders are not Members). Every Owner (other than a Builder) is required to become and remain a Resident Member in good standing. There shall be only one (1) Resident Member per Dwelling. 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 SOUTHSHORE BAY. 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.

**"SOUTHSHORE BAY"** 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 "SOUTHSHORE BAY" 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. 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.

**"Special Use Fees"** shall have the meaning set forth in Section 6.7 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.** The Association and each Resident Member, by acceptance of title to a Lot, ratify and confirm this Club Plan and agree as follows:

2.1 Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with SOUTHSORE BAY and shall be binding on each Resident Member and such Resident Member's successors in title and assigns. Every portion of SOUTHSORE BAY that can be improved with a Lot 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 SOUTHSORE BAY 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 SOUTHSORE BAY 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 SOUTHSORE BAY. The Lot together with the rights to utilize the Club Facilities were material in each Resident Member's decision to purchase a Lot in SOUTHSORE BAY and were, for the purposes of this Club Plan, a "single product." Each Resident Member understands the Club Plan is an integral part of SOUTHSORE BAY. 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 Members 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 (2018).**

2.4 Rights of Aesthetic Enjoyment. Each Resident Member, by acceptance of a deed to a Lot, hereby acknowledges the value of the aesthetic right of enjoyment to the Metro Lagoon. Every Resident Member, their Family, Guests and Occupants, shall have a non-exclusive right to aesthetic enjoyment, but limited physical use, of the Metro Lagoon in accordance with this Club Plan and such right shall be appurtenant to and shall pass with the title to every Lot, subject to the Club Documents.

2.5 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:

2.5.1 maintenance of the Club Facilities may begin early in the morning and extend late into the evening. Such maintenance may require use of chemicals and may produce adverse



effects such as additional noise generated from the various equipment used for such maintenance;

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

2.5.3 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

2.5.4 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 into the Metro Lagoon or collision with other swimmers and loss of life or property could occur.

**NONE OF THE DECLARANT, THE CLUB OWNER, ANY BUILDER 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.**

2.6 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club Property or in the Club Owner in favor of the Association or Members but, rather, grant 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.

2.7 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 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. Not all areas within the Club Property are included within the Club Facilities, nor made available to Resident Members. The parking areas are not a part of the Club Facilities. The Club Owner shall have the right to either (i) delete or remove Club Facilities in accordance with the terms of this Club Plan, or (ii) delete or remove Club Facilities provided the Club Owner adjusts the Club Dues payable by Resident Members in a manner 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, allow all Members to use the additional Club Facilities, increase Club 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 additional fees and charges established by Club Owner.

3.2.2 Recreational Components. Certain recreational components 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: the recreational "Wibit" obstacle course, water slides, rock wall, 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."

3.3 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:

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 SOUTHSORE BAY;

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 SOUTHSORE BAY 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 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 SOUTHSORE BAY.

3.4 Changes. Subject to Sections 3.1 and 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, 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. 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 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, snack bar, cabana, or other facility 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 Resident Member's right to use Club Facilities for the period during which any Assessment charged by the Association remains unpaid and past due;

3.6.5 To suspend a Resident 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/violation of the Club Documents;

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

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

3.6.8 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;

3.6.9 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;

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

3.6.11 To close or restrict access to all or any portion of the Club Facilities, for limited periods of time to conduct maintenance, special events, parties or celebrations, including without limitation those intended primarily to benefit the selling of Lots in SOUTHSHORE BAY; provided, however, the Club Facilities shall not be closed in their entirety more than four (4) times in any calendar year, except in the event of an emergency as determined by the Club Owner in its discretion;

3.6.12 To regulate parking and traffic at the Club Property, including, without limitation, the right to charge Special Use Fees for parking at the Club Property;

3.6.13 To dedicate or transfer ownership or control of all or any part of the Club Property to a CDD or any other governmental agency, public authority, or utility, or to the Association;

3.6.14 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 SOUTHSHORE BAY; and

3.6.15 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 Interim Facilities. Club Owner shall have the right to provide Resident Members access to interim facilities (the "**Interim Club Facilities**") for use by Resident Members during the construction of the Club Facilities. The Interim Club Facilities may be owned by Club Owner or an affiliated entity of Club Owner. The Interim Club Facilities shall be of comparable type and quality to the intended Club Facilities. Club Owner agrees that Resident Members shall not be obligated to pay Club Dues until the Interim Club Facilities are made available to the Resident Members. There shall be no abatement of Club Dues payable by Resident Members during such time as the Club Facilities are under construction so long as the Interim Club Facilities are made available to Resident Members at no extra charge.

3.8 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; and (ii) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities.

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

4.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner 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 SOUTHSORE BAY 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, 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 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. 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 the Membership Plan. EACH OWNER ACKNOWLEDGES AND AGREES THAT IT SHALL CONTACT THE MEMBERSHIP OFFICE FOR THE CURRENT GUEST RESTRICTIONS. All Members are responsible for the conduct of their Guests and the payment of all fees and charges unpaid by their Guests. Any Person who does not qualify as "Family" or "Member Partner" or a "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 a guest fee in the amount determined by the Club Owner (each, a "**Guest Fee**") per guest of such Resident Member. 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.

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 who customarily reside and live together and otherwise hold themselves out as a family unit, and their unmarried children under the age of twenty-five (25) years old, whose legal residence 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. The decision as to whether two

(2) natural persons 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. 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 shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Subject to Sections 3.1 and 3.2 above, 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 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 - Charter Members. Each Charter Member, for each Resident Membership held by such Charter Member, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, a club membership fee in the amount of Twenty-Five and No/100 Dollars (\$25.00) per month (the "**Charter Membership Fee**"). Club Owner shall have the right, but not the obligation, to increase the Charter Membership Fee on January 1<sup>st</sup> of each year, commencing on January 1, 2020, by not more than five percent (5%) above the Charter Membership Fee for the previous year. Any such increase in Charter Membership Fee may be made by Club Owner without the joinder or consent of any Person whatsoever.

6.2 Club Membership Fee - Resident Members (Non-Charter Members). Each Resident Member that is not a Charter 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 amount of Thirty-Five and No/100 Dollars (\$35.00) per month (the "**Resident Membership Fee**"). Club Owner shall have the right, but not the obligation, to increase the Resident Membership Fee on January 1<sup>st</sup> of each year, commencing on January 1, 2020, to those amounts set forth in the Club Membership Fee Schedule attached to this Club Plan as **Exhibit F** (the "**Club Membership Fee Schedule**"), subject to annual increases in the amounts provided in the Club Membership Fee Schedule by no more than five percent (5%). Any such increase in the Resident Membership Fee may be made by Club Owner without the joinder or consent of any Person whatsoever. 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 SOUTSHORE BAY. **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.**

6.3 Taxes. In addition to the Club Membership Fee, each Resident 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.

6.4 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.

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

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

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one (1) or more Members (but less than all Members) are subject, such as costs of special services or facilities provided to a Member relating to the special use of the Club Facilities, 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. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. 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 are sold, Club Owner shall determine how to distribute any tickets in its sole and absolute discretion.

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

6.9 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 Lot 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) unless the Interim Club Facilities are made available to Resident Members as provided in Section 3.7 of this Club Plan. In the event that Interim Club Facilities are made available to Resident Members, then Club Dues shall commence upon the first day of the calendar month upon which the Interim Club Facilities can be used by Resident Members.

6.10 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.

6.11 Obligation to Pay Real Estate Taxes and Other Expenses. Each Resident Member shall pay all taxes, charges, obligations and 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. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Resident Member agrees to pay all Assessments when due. Upon failure of a Resident Member to pay the taxes, charges, obligations, and 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.

6.12 Change In Terms of Offer. Some Resident Members will pay Club Membership Fees on a different basis than other Resident Members based upon the Membership Fees established by Club Owner and published from time to time. No Resident Member shall have the right to object to any other Resident Member paying greater or lesser Club Membership Fees so long as the Club Membership Fee



applicable to any particular Lot is the Club Membership Fee established and published by the Club Owner at the time the applicable Resident Member became the record title owner of their respective Lot.

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 in the following amounts (each, an "**Initial Club Contribution**"):

7.1.1 One Hundred and No/100 Dollars (\$100.00) per Lot for any Lot purchased by a Charter Member within the Charter Property;

7.1.2 Two Thousand and No/100 Dollars (\$2,000.00) for any other Single Family Detached Lot (as defined below) that is not purchased by a Charter Member within the Charter Property;

7.1.3 One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for any Villa Lot (as defined below) that is not purchased by a Charter Member within the Charter Property; and

7.1.4 One Thousand and No/100 Dollars (\$1,000.00) for any Townhome Lot (as defined below) that is not purchased by a Charter Member within the Charter Property.

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 in the following amounts (each, a "**Resale Club Contribution**"):

7.2.1 One Hundred and No/100 Dollars (\$100.00) per Lot for any Lot purchased by a Charter Member within the Charter Property (subject to the limitations provided herein);

7.2.2 Two Thousand and No/100 Dollars (\$2,000.00) for any Single Family Detached Lot that is not purchased by a Charter Member within the Charter Property;

7.2.3 One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for any Villa Lot that is not purchased by a Charter Member within the Charter Property; and

7.2.4 One Thousand and No/100 Dollars (\$1,000.00) for any Townhome Lot that is not purchased by a Charter Member within the Charter Property.

With respect to any Lot located within the Charter Property purchased by a Charter Member, the Resale Club Contribution shall be One Hundred and No/100 Dollars (\$100.00) to be paid by such Charter Member, and upon every subsequent conveyance, the Resale Club Contribution shall be Two Thousand and No/100 Dollars (\$2,000.00) for Single Family Detached Lots, One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for Villa Lots, and One Thousand and No/100 Dollars (\$1,000.00) for Townhome Lots. 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.

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 SOUTHSORE BAY. 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.

9. Creation of the Lien and Personal Obligation.

9.1 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 an 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. The 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 the Original Club Plan was recorded in the Public Records. The Claim of Lien shall also cover 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. Further, the lien created by this Club Plan is superior 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. Club Owner may, but shall not be obligated, to designate the Association as the collection agent for Club Dues.

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 Club Dues that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2018) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed "assessments" subject to the provisions of Chapter 720, Florida Statutes (2018). 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 Dollars (\$25.00) per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Resident Member personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. In the event of foreclosure, the defaulting Resident Member shall be required to pay a reasonable rental for the Dwelling to Club Owner and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club Owner would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

9.6 Non-Use. No 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 and under the Club Plan, 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, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Lots and may enforce the Club Rules and Regulations.

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 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. 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 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 Cars and 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 car within the parking areas provided by the Club Owner assumes all risk of loss with respect to his or her car in the such 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 any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Club Owner may adopt 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.

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 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;

15.1.4 a Member fails to pay Club Dues or, with respect to Resident Members, Assessments, 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. For example, Club Owner may suspend the rights of a particular Member or Club Owner may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. 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. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan by 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. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

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

18.1 Complete Taking. If the whole or any material part of the Club 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 given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

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

Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities.

19. Additional Indemnification of Club Owner. The Association and each Member covenant and agree jointly and severally to indemnify, defend and hold harmless Club Owner, its respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the 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. The costs and expense of fulfilling this covenant of indemnification shall be Common Expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

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: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to the Club Owner's knowledge, any uncured defaults by such Member with respect to this Club Plan. Further, the Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement acknowledging that there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Members with respect to this Club Plan. Any such statement by the Association may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. The Association's failure to deliver such statement within such time shall be conclusive evidence: (i) that there are no uncured defaults; and (ii) that the Club Dues have been paid as stated by Club Owner.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any 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 IS LOCATED IN HILLSBOROUGH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, CLUB OWNER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH 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 SOUTHSORE BAY 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 SOUTHSORE BAY 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 of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

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.

[Signatures on the Following Page]

SOUTHSORE BAY CLUB PLAN






IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 24<sup>th</sup> day of April, 2019.

**WITNESSES:**

**"CLUB OWNER"**

SOUTHSHORE BAY CLUB, LLC, a Florida limited liability company

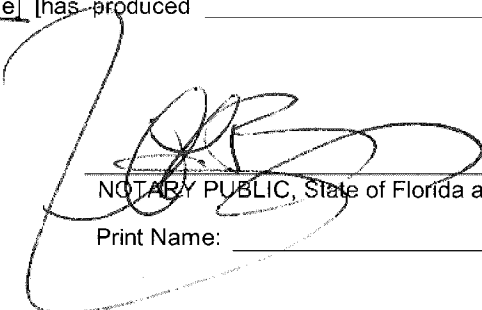
  
Print Name: DOUG DRAPER  
  
Print Name: Jennifer Barrs

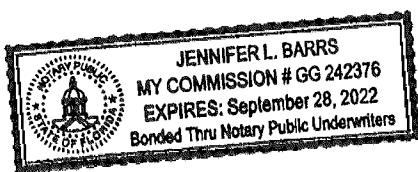
By:   
Name: John M. Ryan  
Title: Manager

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John M. Ryan, as Manager of SOUTHSHORE BAY CLUB, LLC, a Florida limited liability company, on behalf of the Company. He [is personally known to me] [has produced \_\_\_\_\_ as identification].

My commission expires:

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




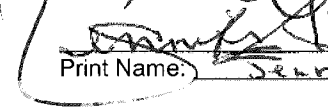
**JOINDER**


DUNE FB DEBT, LLC, a Delaware limited liability company (the "**Declarant**"), does hereby join in the AMENDED AND RESTATED CLUB SOUTHSORE BAY CLUB PLAN (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. The Declarant agrees this Joinder is for the purpose of subjecting any lands within SOUTHSORE BAY (as defined in the Club Plan) owned by the 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 April, 2019.

**WITNESSES:**

**DUNE FB DEBT, LLC**, a Delaware limited liability company

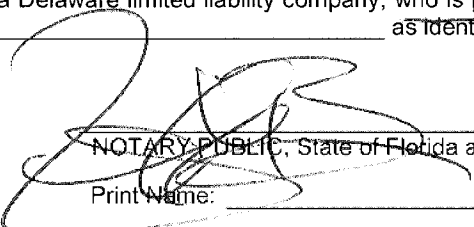
  
 Print Name: DOUG DRAPER  
  
 Print Name: JENNIFER L. BARRS

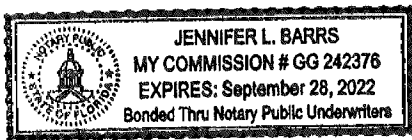
By:   
 Name: John M. Ryan  
 Title: Manager

STATE OF FLORIDA                     )  
 COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John M. Ryan as Manager of DUNE FB DEBT, LLC, a Delaware limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

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



**JOINDER**

DUNE FL LAND I SUB LLC, a Delaware limited liability company (the "**Declarant**"), does hereby join in the AMENDED AND RESTATED CLUB SOUTHSORE BAY CLUB PLAN (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. The Declarant agrees this Joinder is for the purpose of subjecting any lands within SOUTHSORE BAY (as defined in the Club Plan) owned by the 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 April, 2019.

**WITNESSES:**

**DUNE FL LAND I SUB LLC**, a Delaware limited liability company

*[Signature]*  
 Print Name: DOUG DRAPER  
*[Signature]*  
 Print Name: JENNIFER BARRS

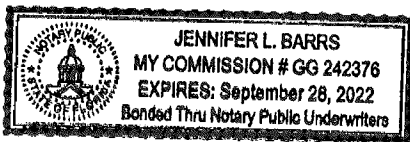
By: *[Signature]*  
 Name: John M. Ryan  
 Title: Manager

STATE OF FLORIDA                     )  
 COUNTY OF HILLSBOROUGH        )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John M. Ryan as Manager of DUNE FL LAND I SUB-LLC, a Delaware limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

*[Signature]*  
 NOTARY PUBLIC, State of Florida at Large  
 Print Name: \_\_\_\_\_



## JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24<sup>TH</sup> day of April, 2019.

## WITNESSES:

## "ASSOCIATION"

SOUTHSORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

Doug Draper  
 Print Name: DOUG DRAPER

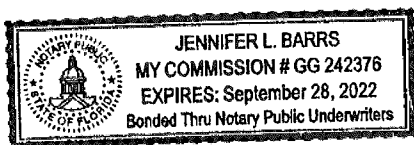
Jennifer Barrs  
 Print Name: Jennifer Barrs

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

STATE OF FLORIDA           )  
 COUNTY OF HILLSBOROUGH   )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John M. Ryan, as President of SOUTHSORE BAY HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced as identification.

My commission expires:



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

**EXHIBIT A**

## LEGAL DESCRIPTION

## INITIAL CLUB PROPERTY

A PARCEL OF LAND LYING IN SECTIONS 8 AND 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF PARCEL A OF FOREST BROOKE PHASE 2A AS RECORDED IN PLAT BOOK 130, PAGE 35 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA, AND PROCEED N 90° 00' 00" E, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 154.95 FEET; THENCE S 00° 00' 00" E, LEAVING SAID BOUNDARY, A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING; THENCE N 90° 00' 00" E, A DISTANCE OF 185.78 FEET; THENCE N 64° 33' 56" E, A DISTANCE OF 93.33 FEET; THENCE N 44° 21' 30" E, A DISTANCE OF 74.10 FEET; THENCE N 25° 44' 01" E, A DISTANCE OF 58.86 FEET; THENCE N 07° 06' 32" E, A DISTANCE OF 61.05 FEET TO THE WEST BOUNDARY OF FOREST BROOKE ACTIVE ADULT PHASES 1A, 1B, AND COLLECTOR ROAD 1<sup>ST</sup> EXTENSION AS RECORDED IN PLAT BOOK 130, PAGE 148 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE S 27° 06' 43" E, ALONG SAID WEST BOUNDARY, A DISTANCE OF 18.36 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1097.00 FEET AND A CHORD WHICH BEARS S 06° 59' 07" E, A DISTANCE OF 754.95 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 770.71 FEET TO THE END OF SAID CURVE; THENCE N 72° 09' 09" W, LEAVING SAID WEST BOUNDARY AND ALONG A NON-RADIAL LINE, A DISTANCE OF 168.41 FEET; THENCE S 21° 35' 21" W, A DISTANCE OF 623.14 FEET; THENCE S 89° 03' 50" W, A DISTANCE OF 304.05 FEET; THENCE S 89° 04' 10" W, A DISTANCE OF 338.45 FEET; THENCE N 00° 00' 00" E, A DISTANCE OF 123.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 17.50 FEET AND A CHORD WHICH BEARS N 29° 01' 54" E, A DISTANCE OF 16.99 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 17.73 FEET TO A POINT OF CURVATURE OF A REVERSE CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1197.50 FEET AND A CHORD WHICH BEARS N 34° 55' 06" E, A DISTANCE OF 941.37 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 967.47 FEET TO A POINT OF TANGENCY; THENCE N 11° 46' 25" E, A DISTANCE OF 31.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1382.50 FEET AND A CHORD WHICH BEARS N 08° 30' 04" E, A DISTANCE OF 157.84 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 157.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE PARCEL CONTAINING 14.17 ACRES, MORE OR LESS.

**EXHIBIT B****LEGAL DESCRIPTION OF SOUTHSORE BAY**

A PARCEL OF LAND LYING IN SECTIONS 8 AND 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND A PORTION OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8 AND PROCEED 8, S.89°47'27"E., ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1326.04 FEET TO A POINT ON THE CENTERLINE OF A 100 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5255, PAGE 1547, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID CENTERLINE, THE FOLLOWING SEVEN (7) COURSES: 1) N.11°15'03"E., 67.11 FEET; 2) N.30°19'42"E., 210.04 FEET; 3) N.05°27'41"W., 184.71 FEET; 4) N.33°19'13"E., 149.15 FEET; 5) N.01°54'01"E., 327.67 FEET; 6) N.26°26'37"W., 478.29 FEET; 7) N.55°07'00"W., 8.03 FEET; THENCE LEAVING SAID CENTERLINE, S.89°51'19"E., 14.86 FEET; THENCE N.00°11'50"E., 124.62 FEET; THENCE N.54°00'00"E., 177.67 FEET; THENCE N.44°30'00"E., 36.00 FEET; THENCE N.09°00'00"E., 102.00 FEET; THENCE N.66°00'00"E., 55.00 FEET; THENCE N.40°00'00"E., 55.00 FEET; THENCE S.78°30'00"E., 46.00 FEET; THENCE N.72°00'00"E., 36.00 FEET; THENCE N.79°00'00"E., 26.00 FEET; THENCE N.26°00'00"E., 40.00 FEET; THENCE N.33°30'00"E., 68.00 FEET; THENCE S.76°30'00"E., 58.00 FEET; THENCE S.56°00'00"E., 35.00 FEET; THENCE N.76°30'00"E., 18.00 FEET; THENCE N.11°30'00"E., 58.00 FEET; THENCE N.72°00'00"E., 68.00 FEET; THENCE N.66°00'00"E., 80.00 FEET; THENCE N.59°00'00"E., 65.00 FEET; THENCE N.69°00'00"E., 90.00 FEET; THENCE N.62°00'00"E., 75.00 FEET; THENCE N.64°30'00"E., 100.00 FEET; THENCE N.70°00'00"E., 38.00 FEET; THENCE N.48°30'00"E., 56.00 FEET; THENCE N.70°32'00"E., 225.00 FEET; THENCE S.89°54'56"E., 35.83 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE N.00°46'47"E., ALONG SAID BOUNDARY, 129.21 FEET; THENCE ALONG THE NORTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10618, PAGE 1791, AND THE EASTERLY EXTENSION THEREOF, AND IN PART THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, S.89°55'17"E., 388.11 FEET; THENCE ALONG A LINE LYING 150.00 FEET WEST OF AND PARALLEL WITH THE EAST BOUNDARY OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, N.00°04'43"E., 280.10 FEET; THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, AND ALONG THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 674 (100' RIGHT-OF-WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION NO. 1012), LYING 50.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF SURVEY FOR SAID STATE ROAD NO. 674, S.89°53'59"E., 150.00 FEET TO THE NORTHEAST CORNER OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69; THENCE ALONG AFORESAID EAST BOUNDARY OF A PARCEL OF AFORESAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 14478, PAGE 69, S.00°04'43"W., 280.04 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG AFORESAID NORTHERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 10618, PAGE 1791, AND THE EASTERLY EXTENSION THEREOF, AND ALONG THE NORTHERLY BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 12042, PAGE 747, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, S.89°55'17"E., 1263.73 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KENILWORTH AVENUE (60' RIGHT-OF-WAY), ACCORDING TO THE PLAT OF GLENGARRY GREEN SUBDIVISION RECORDED IN PLAT BOOK 39, PAGE 77, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 12042, PAGE 747; THENCE ALONG THE EASTERLY BOUNDARY OF AFORESAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 12042, PAGE 747 THE FOLLOWING SIX (6) COURSES:

1) ALONG SAID WEST RIGHT-OF-WAY LINE OF KENILWORTH AVENUE, S.00°05'19"W., 270.13 FEET; 2) ALONG THE SOUTH RIGHT-OF-WAY LINE OF GLENGARRY ROAD (60' RIGHT-OF-WAY), S.89°55'16"E., 60.00 FEET TO A POINT ON A CURVE; 3) CONCAVE WESTERLY, 129.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 718.35 FEET AND A CENTRAL ANGLE OF 10°18'58" (CHORD BEARING S.05°14'13"W., 129.16 FEET); 4) S.12°16'18"W., 658.54 FEET TO THE SOUTHWEST CORNER OF LOT 15 (BLOCK 8) OF SAID GLENGARRY GREEN SUBDIVISION; 5) ALONG A LINE LYING 49.50 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8, S.88°31'39"W., 402.96 FEET TO THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 8; 6) ALONG SAID WEST BOUNDARY, S.00°33'36"E., 293.86 FEET; THENCE ALONG THE NORTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11321, PAGE 1624, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, N.88°10'00"E., 1303.78 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF WEST LAKE DRIVE; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE EAST BOUNDARY OF A PARCEL OF LAND DESCRIBED IN SAID OFFICIAL RECORDS BOOK 11321, PAGE 1624, S.01°34'31"E., 962.49 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 8; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE WEST BOUNDARY OF THE EAST 15.00 FEET OF TRACTS 1 AND 8, IN THE NORTHEAST 1/4 OF SECTION 17, OF THE SAID PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA; S.00°35'52"E., 1346.72 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, ALSO BEING THE WEST BOUNDARY OF THE EAST 15.00 FEET OF TRACTS 9 AND 16, IN THE NORTHEAST 1/4 OF SAID SECTION 17, OF THE SAID PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA, S.00°35'52"E., 1331.91 FEET TO A POINT ON THE NORTH BOUNDARY OF THE A 30.00 FOOT ROAD RIGHT-OF-WAY; THENCE ALONG SAID NORTH BOUNDARY, LYING 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 17; S.89°38'58"W., 633.71 FEET; THENCE ALONG THE EAST BOUNDARY OF THE VACATED RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 17828, PAGE 1647, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, S.00°21'02"E., 15.00 FEET TO A POINT ON SOUTH BOUNDARY OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE S 00° 40' 41" E, LEAVING SAID BOUNDARY, A DISTANCE OF 678.62 FEET; THENCE N 89° 44' 37" E, A DISTANCE OF 632.83 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID WEST LAKE ROAD; THENCE S 00° 37' 58" E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1988.82 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BISHOP ROAD; THENCE N 89° 59' 14" W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1990.05 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 58' 39" W, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1947.18 FEET TO A POINT ON THE EAST BOUNDARY OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 00° 45' 53" W, ALONG THE SAID BOUNDARY, A DISTANCE OF 1292.44 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 89° 59' 13" W, ALONG THE SOUTH BOUNDARY THEREOF, A DISTANCE OF 1319.82 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE N 00° 37' 55" W, ALONG THE WEST BOUNDARY THEREOF, A DISTANCE OF 346.04 FEET TO A POINT ON THE CENTERLINE OF THE AFORESAID 100 FOOT DRAINAGE EASEMENT; THENCE ALONG SAID CENTERLINE, THE FOLLOWING SEVEN (7) COURSES: 1) N 31° 04' 59" E, 513.06 FEET; 2) N 67° 11' 56" E, 227.77 FEET; 3) N 03° 23' 59" W, A DISTANCE OF 534.42 FEET; 4) N.52°13'19"E., 172.90 FEET; 5) N.23°42'14"W., 111.46 FEET; 6) N.64°47'52"E., 112.21 FEET; 7) N.07°32'16"E., 75.05 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF THE OFFSITE DRAINAGE EASEMENT "SOUTH", AS RECORDED IN OFFICIAL RECORDS BOOK 16915, PAGE 680, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, THE FOLLOWING SEVEN (7) COURSES: 1) S.77°13'50"E., 151.52 FEET; 2) S.76°16'29"E., 286.56 FEET; 3) N.77°54'26"E., 40.18 FEET; 4) N.75°19'54"E., 565.88 FEET; 5) N.37°04'25"E., 31.85 FEET; 6) N.13°51'00"E., 73.49 FEET; 7) N.05°49'00"E., 30.17 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF AN INGRESS/EGRESS AND UTILITY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 16915, PAGE 666 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY BOUNDARY, S.84°11'00"E., 606.32 FEET; THENCE

ALONG THE EASTERLY BOUNDARY OF SAID INGRESS/EGRESS AND UTILITY EASEMENT, N.05°49'00"E., 118.00 FEET TO A POINT ON A CURVE; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID INGRESS/EGRESS AND UTILITY EASEMENT THE FOLLOWING SEVEN (7) COURSES: 1) CONCAVED NORTHEASTERLY, 23.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET AND A CENTRAL ANGLE OF 40°07'09" (CHORD BEARING N.64°07'25"W., 23.32 FEET); 2) N.84°11'00"W., 712.02 FEET TO A POINT OF CURVATURE; 3) CONCAVE NORTHERLY, 26.68 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1237.00 FEET AND A CENTRAL ANGLE OF 01°14'08" (CHORD BEARING N.83°33'56"W., 26.68 FEET); 4) N.68°03'16"W., 50.47 FEET TO A POINT ON A CURVE; 5) CONCAVE NORTHEASTERLY, 256.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1225.00 FEET AND A CENTRAL ANGLE OF 12°00'13" (CHORD BEARING N.74°39'51"W., 256.17 FEET) TO A POINT ON A CURVE; 6) CONCAVE NORTHWESTERLY, 12.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 34.00 FEET AND A CENTRAL ANGLE OF 21°00'52" (CHORD BEARING S.36°00'40"W., 12.40 FEET) TO A POINT ON A CURVE; 7) CONCAVE NORTHEASTERLY, 275.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1237.00 FEET AND A CENTRAL ANGLE OF 12°46'53" (CHORD BEARING N.62°07'35"W., 275.37 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF OFFSITE DRAINAGE EASEMENT "NORTH", AS RECORDED IN THE AFORESAID OFFICIAL RECORDS BOOK 16915, PAGE 666; THENCE ALONG SAID EASTERLY BOUNDARY, THE FOLLOWING THREE (3) COURSES: 1) N.01°00'00"E., 210.81 FEET; 2) N.19°00'00"E., 110.19 FEET; 3) N.26°00'00"E., 316.09 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID OFFSITE DRAINAGE EASEMENT "NORTH", N.59°00'00"W., 317.64 FEET TO A POINT ON THE AFORESAID CENTERLINE OF A 100 FOOT WIDE DRAINAGE EASEMENT; THENCE ALONG SAID CENTERLINE, THE FOLLOWING FOUR (4) COURSES: 1) N.33°42'22"E., 79.70 FEET; 2) N.16°23'01"E., 165.36 FEET; 3) N.27°26'53"E., 424.96 FEET; 4) N.11°15'03"E., 404.32 FEET TO THE POINT OF BEGINNING.

#### **LESS AND EXCEPT**

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 32 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, AND BEING A PORTION OF THE PLAT OF DAVIS & DOWDELL ADDITION TO TOWN OF WIMAUMA AS RECORDED IN PLAT BOOK 1, PAGE 136 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 17 AND PROCEED S 00°36'39" E, ALONG THE EAST BOUNDARY OF SAID SECTION 17, A DISTANCE OF 583.03 FEET; THENCE S 89°23'43" W, LEAVING SAID EAST BOUNDARY, A DISTANCE OF 30.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE WEST 15.00 OF TRACT 1 LYING IN THE NORTHEAST 1/4 OF SAD SECTION 17 OF SAID PLAT OF DAVIS & DOWDELL ADDITION AND THE POINT OF BEGINNING; THENCE S 00° 35' 51" E, ALONG SAID EAST BOUNDARY, A DISTANCE OF 412.47 FEET; THENCE S 89° 24' 08" W, LEAVING SAID BOUNDARY, A DISTANCE OF 347.33 FEET; THENCE N 00° 13' 55" E, A DISTANCE OF 15.00 FEET; THENCE S 89° 24' 08" W, A DISTANCE OF 125.46 FEET; THENCE N 03° 38' 54" W, A DISTANCE OF 339.41 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.26 FEET AND A CHORD WHICH BEARS N 39° 33' 51" E, A DISTANCE OF 38.46 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 43.70 FEET TO THE END OF SAID CURVE; THENCE N 89° 24' 08" E, A DISTANCE OF 218.84 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CHORD WHICH BEARS N 63° 15' 19" E, A DISTANCE OF 66.10 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 68.45 FEET TO THE END OF SAID CURVE; THENCE N 89° 23' 43" E, A DISTANCE OF 187.66 FEET TO THE POINT OF BEGINNING.

**[END OF LEGAL DESCRIPTION OF SOUTHSORE BAY]**



**EXHIBIT C**

**CHARTER PROPERTY**

Lots 32 through 34, 40 through 44, 46, 48 and 51 through 53 Block 1 and Lots 7 through 9 and 11 through 13 Block 2 of Forest Brooke Phase 1A according to plat thereof as recorded in Plat Book 130, Pages 11 through 17, inclusive, of the Public Records of Hillsborough County; and

Lots 1, 2, 5 through 7, 9 and 13 Block 16; Lots 1, 3, 4 and 6 through 10 Block 17; Lots 16 through 21, 23 and 24 Block 18; Lots 20, 23, 24, 28, 29, 31, 32 and 34 Block 19; Lots 10 through 13 and 17 through 19 Block 20; and Lots 3, 5, 15, 19 through 22, 25, 26 and 30 Block 21 of Forest Brooke Active Adult Phases 1A, 1B and Collector Road 1<sup>st</sup> Extension, according to plat thereof as recorded in Plat Book 130, Pages 148 through 157, inclusive, of the Public Records of Hillsborough County; and

Lots 1 through 6 Block 4, Lots 1 through 3, 5 through 7, 9, 10, 12 through 14, and 16 Block 5, Lots 5 through 22 Block 6, and Lots 1, 6, 7 and 11 through 15 Block 7 of Forest Brooke Phase 2A according to plat thereof as recorded in Plat Book 130, Pages 35 through 42, inclusive, of the Public Records of Hillsborough County; and

Lots 3, 9 through 11, 14, 16, 18, 21, and 23 through 28 Block 10, Lots 1, 4, 8, 24 through 33 Block 11, and Lots 1 and 2 Block 15 of Forest Brooke Phase 3A according to plat thereof as recorded in Plat Book 131, Pages 235 through 241, inclusive, of the Public Records of Hillsborough County.

**EXHIBIT D**

MEMBERSHIP AGREEMENT

[ATTACHED ON THE 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 Club Southshore Bay (the "**Club**") and hereby submits this Membership Agreement (together with all addenda attached hereto, collectively referred to herein as the "**Membership Agreement**") to by Southshore Bay 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 Club Southshore Bay (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 his or her Family, Lessees and Guests (as such terms are defined in the Club Plan) who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, shall do so at his or her own risk, and hereby waive, satisfy and forever discharge the Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, the "**Club Indemnified Parties**") from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, including without limitation the use of any rental equipment provided by the Club or Club Owner or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, and shall defend, indemnify and hold harmless the Club Owner and each of the other Club Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Member, its Family, Lessees and Guests. Should the Member, or his or her Family, Lessees or Guests file a legal action against the Club Owner or any of the Club Indemnified Parties for any claim, the Member shall be liable to each of the Club Owner and other Club Indemnified Parties for all costs and expenses incurred by it or them in the defense of such legal action, including reasonable attorneys' fees and paraprofessionals' fees (including fees acquired in connection with appellate proceedings). IN ADDITION AND WITHOUT ANY LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THE ASSUMPTION OF RISK AND WAIVER OF LIABILITY ATTACHED HERETO AS **ADDENDUM 1** AND THE MEMBER AND ITS FAMILY, LESSEES AND GUESTS SHALL EXECUTE (OR 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 Crystal Lagoon®, the recreational "Wibit" obstacle course, the rock-wall, and the inflatable 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 HIS OR HER FAMILY, LESSEES, AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND HIS OR HER FAMILY, LESSEES, AND GUESTS SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

5. Assignment. The Member's 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 his or her spouse shall be joint and several.

_____	_____	_____
Date	Print Name of Member	Signature of Member

_____	_____	_____
Date	Print Name of Spouse	Signature of Spouse

**ACCEPTANCE BY CLUB OWNER:**

by Southshore Bay 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, ROCK WALL, OBSTACLE COURSE, INFLATABLE 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**

MEMBERSHIP PLAN

[ATTACHED ON THE FOLLOWING 31 PAGES]





**CLUB SOUTSHORE BAY**

**MEMBERSHIP PLAN**

**Last Updated: April 2019**

## SOUTHSHORE BAY 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 Club Southshore Bay (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, SOUTSHORE BAY 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 AMENDED AND RESTATED CLUB SOUTSHORE BAY CLUB PLAN recorded or to be recorded in the Public Records of Hillsborough 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 who customarily reside and live together and otherwise hold themselves out as a family unit, and their unmarried children under the age of twenty-five (25) whose legal residence is a Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member. 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.

"**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 SOUTHSORE BAY, 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.

**"Resident Member"** shall mean the record title owner of a Dwelling within SOUTHSORE BAY (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><u>"Membership Plan"</u></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><u>"Club Rules and Regulations"</u></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><u>"Membership Agreement"</u></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 SOUTHSHORE BAY, recorded in Official Records Book 25402, PAGE 1869 of the Public Records of Hillsborough County, Florida, as now or subsequently amended (the "**Declaration**"). The Declaration governs the SOUTHSHORE BAY HOMEOWNERS' ASSOCIATION, INC. (the "**Association**"), which is a homeowners association established to govern the residential community known as "**SOUTHSHORE BAY**." The Club is located within SOUTHSHORE BAY; 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 SOUTHSHORE BAY depends upon all of its stakeholders working together to uphold standards and achieve the vision and goals for SOUTHSHORE BAY. The Club Owner, the Declarant, the Association, each CDD (as defined below), the Owners, the Builders, and others have a role in the functioning of SOUTHSHORE BAY. This Section III identifies these stakeholders and describes their roles in SOUTHSHORE BAY.

A. Club Owner. The Club Owner is SOUTHSHORE BAY 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 DUNE FB DEBT, LLC, a Delaware limited liability company, and DUNE FL LAND I SUB LLC, a Delaware limited liability company (collectively, the "**Declarant**"). The Declarant established SOUTHSHORE BAY and the created the Declaration which is administered by the Association. The Declarant's proposed plan for development of SOUTHSHORE BAY is described in the land use plans for SOUTHSHORE BAY approved by

Southshore Bay Club Membership Plan

Hillsborough 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 SOUTHSORE BAY. 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 SOUTHSORE BAY 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 SOUTHSORE BAY.

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 SOUTHSORE BAY 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.

E. CDD. The Declarant created the HIDDEN CREEK COMMUNITY DEVELOPMENT DISTRICT and the SOUTHSORE BAY COMMUNITY DEVELOPMENT DISTRICT (each, a "CDD") for the purpose of financing the improvement of certain public infrastructure within SOUTHSORE BAY. Each CDD is responsible for constructing, owning, operating, maintaining, and such public infrastructure, as applicable. Each 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, each 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/or Premium Membership Dues (as defined herein) 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 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 CRYSTAL LAGOON®, THE RECREATIONAL "WIBIT" OBSTACLE COURSE, THE ROCK-WALL, AND THE INFLATABLE 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 HIS OR HER FAMILY, MEMBER PARTNER, OCCUPANTS, AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND HIS OR HER FAMILY, MEMBER PARTNER, OCCUPANTS, AND GUESTS SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

## SOUTHSHORE BAY CLUB MEMBERSHIP PLAN

### TABLE OF CONTENTS

<b>I.</b>	<b>MEMBERSHIP PLAN .....</b>	<b>i</b>
<b>II.</b>	<b>CLUB DOCUMENTS AND COMMUNITY GOVERNANCE .....</b>	<b>ii</b>
<b>III.</b>	<b>THE STAKEHOLDERS .....</b>	<b>iii</b>
<b>A.</b>	<b>GENERAL DESCRIPTION OF THE MEMBERSHIP PLAN .....</b>	<b>8</b>
<b>B.</b>	<b>CLUB FACILITIES.....</b>	<b>8</b>
1.	DESCRIPTION OF THE CLUB FACILITIES .....	8
2.	RECREATIONAL COMPONENTS .....	9
3.	ADDITIONAL FACILITIES .....	9
<b>C.</b>	<b>MEMBERSHIPS .....</b>	<b>9</b>
1.	MEMBERSHIPS AVAILABLE TO RESIDENT MEMBERS .....	9
2.	ELIGIBILITY .....	10
3.	RESERVATION OF MEMBERSHIPS .....	10
4.	AVAILABILITY OF MEMBERSHIPS TO INITIAL PURCHASERS IN SOUTHSHORE BAY .....	10
5.	PREMIUM MEMBERSHIPS .....	11
6.	ADDITIONAL CLASSIFICATIONS OF MEMBERSHIP .....	11
7.	MAXIMUM NUMBER OF MEMBERSHIPS .....	11
8.	MULTIPLE OWNERS OF PROPERTY .....	11
<b>D.</b>	<b>MEMBERSHIP PRIVILEGES .....</b>	<b>11</b>
1.	CLUB MAY ESTABLISH RULES REGARDING USE OF THE CLUB FACILITIES.....	11
2.	SPECIFIC MEMBERSHIP PRIVILEGES.....	12
3.	GUEST PRIVILEGES, GUEST PASSES AND GUEST FEES .....	13
4.	FAMILY AND MEMBER PARTNER PRIVILEGES .....	13
5.	OCCUPANT PRIVILEGES .....	14
<b>E.</b>	<b>CLUB CONTRIBUTION.....</b>	<b>14</b>
1.	CLUB CONTRIBUTION.....	14
2.	TAX CONSEQUENCES .....	14
<b>F.</b>	<b>REGISTRATION AND/OR APPLICATION FOR MEMBERSHIP .....</b>	<b>14</b>
1.	MEMBERSHIP AGREEMENT .....	14
2.	PRIVILEGES SUBJECT TO THE CLUB DOCUMENTS .....	15
<b>G.</b>	<b>TRANSFER OF MEMBERSHIPS .....</b>	<b>15</b>
1.	TRANSFER OF MEMBERSHIPS ONLY TO THE CLUB OWNER.....	15
2.	RESIGNATION AND TRANSFER OF MEMBERSHIP UPON SALE OF DWELLING IN SOUTHSHORE BAY .....	15
3.	TRANSFER UPON THE DEATH OF A RESIDENT MEMBER.....	16

4.	LEGAL SEPARATION OR DIVORCE .....	16
<b>H.</b>	<b>DUES, FEES AND CHARGES .....</b>	<b>16</b>
1.	MEMBERSHIP YEAR .....	16
2.	OPERATING ASSESSMENTS .....	16
3.	DUES, FEES AND CHARGES .....	16
4.	PAYMENT OF DUES.....	17
5.	SUSPENSION AND TERMINATION FOR NON-PAYMENT .....	18
6.	CAPITAL ASSESSMENTS.....	18
<b>I.</b>	<b>CLUB OPERATIONS .....</b>	<b>18</b>
1.	MANAGEMENT, CONTROL AND OPERATION OF THE CLUB .....	18
<b>J.</b>	<b>OTHER MEMBERSHIPS AND USE PRIVILEGES .....</b>	<b>18</b>
1.	OTHER MEMBERSHIPS .....	18
2.	NON-MEMBER ACCESS (PUBLIC ACCESS) .....	19
3.	PROMOTIONAL USE OF THE CLUB AND SPECIAL EVENTS.....	19
4.	USE OF OTHER CLUB FACILITIES.....	19
<b>K.</b>	<b>ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES .....</b>	<b>19</b>
1.	ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES .....	19
2.	MODIFICATION AND TERMINATION OF MEMBERSHIP PLAN.....	20
3.	SUBORDINATION OF MEMBERSHIP INTEREST .....	20
4.	RULES AND POLICIES .....	20
5.	NO PLEDGE OF MEMBERSHIPS .....	21
6.	AMBIGUITIES AND CONFLICTS .....	21
7.	NON-DISCRIMINATION.....	21
8.	FORCE MAJEURE .....	21



## SOUTHSHORE BAY 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:

- Crystal 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 "Wibit" obstacle course; the inflatable water slide; the rock wall; 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 slides, rock wall, 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 four (4) categories of membership, which shall only be available to Resident Members: (1) "**Resident Membership**"; (2) "**Bronze Play Pass Membership**"; (3) "**Silver Play Pass Membership**"; and (4) "**Gold Play Pass Membership**." Bronze Play Pass Memberships, Silver Play Pass Memberships, and Gold Play Pass Memberships are collectively referred to herein as "**Premium Memberships**." The rights and privileges afforded to Members pursuant to the various categories of Membership are detailed in this Membership Plan. 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; provided, however, such removal, replacement, amendment or other modification shall not affect any prepaid Premium Memberships or any privileges associated with such Premium Memberships for which Premium Membership Dues have been paid prior

to such removal, replacement, amendment or modification. 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 SOUTHSORE BAY.

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 SOUTHSORE BAY 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 and Premium Memberships are only available to owners of Dwellings within SOUTHSORE BAY. 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 SOUTHSORE BAY**

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. PREMIUM MEMBERSHIPS**

Premium Memberships are being offered by invitation from the Club Owner to Resident Members. Resident Members may elect to acquire a Premium Membership in addition to their Resident Membership by requesting such upgrade to the Club Owner prior to the start of the new Premium Membership. No additional Initial Club Contribution will be required, but the Resident Member will be responsible for Premium Membership Dues for the new category of Membership.

## **6. 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.

## **7. 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.

## **8. 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 SOUTHSORE BAY. In the event a Dwelling within SOUTHSORE BAY 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 this 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 SOUTHSORE BAY 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.

### **(b) Premium Membership Categories**

The privileges for Bronze Play Pass Memberships shall be as described on the Description of Bronze Play Pass Membership Privileges attached hereto and incorporated herein as **Schedule B**. The privileges for Silver Play Pass Memberships shall be as described on the Description of Silver Play Pass Membership Privileges attached hereto and incorporated herein as **Schedule C**. The privileges for Gold Play Pass Memberships shall be as described on the Description of Gold Play Pass Membership Privileges attached hereto and incorporated herein as **Schedule D**.

THE CLUB OWNER SHALL PERIODICALLY PUBLISH AND MAKE AVAILABLE TO MEMBERS DESCRIPTIONS OF THE MEMBERSHIP PRIVILEGES THEN IN EFFECT FOR PREMIUM MEMBERSHIPS. MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT DESCRIPTIONS OF PREMIUM MEMBERSHIP CATEGORIES IN EFFECT PRIOR TO PURCHASING A PREMIUM MEMBERSHIP. PREMIUM MEMBERSHIP CATEGORIES AND ANY RELATED PRIVILEGES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE MEMBERS SHOULD CONTACT

THE CLUB OWNER FOR THE CURRENT PREMIUM MEMBERSHIP DESCRIPTIONS BEFORE ACQUIRING TITLE TO A DWELLING IN SOUTHSORE BAY.

### **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 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 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 SOUTHSORE BAY 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 SOUTHSORE BAY 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 Premium Membership or 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 and/or Premium Membership Dues 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 SOUTHSORE BAY**

Resident Memberships shall be resigned and Premium Memberships may be transferred in connection with the sale of a Dwelling in SOUTHSORE BAY. Premium Memberships are only transferable through the Club and in accordance with the terms and conditions of this Membership Plan. 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 SOUTHSORE BAY. 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. 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**"); provided, however, initially, Premium Memberships shall be available on a monthly basis, which is subject to change in the Club Owner's sole discretion.

### **2. OPERATING ASSESSMENTS**

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.

### **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. The cost of each Premium Membership ("**Premium Membership Dues**") will depend upon the classification of Premium Membership. In order to properly maintain the Club Facilities and assure Members of continued quality facilities and services, Premium Membership Dues will be

based on Member demand, market conditions and other pertinent factors, as determined by the Club Owner in its sole and absolute discretion.

Each Resident Member (other than Charter Members, as defined in the Club Plan), 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 SOUTHSORE BAY. 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.

For each Premium Membership held by a Resident Member, such Resident Member shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Premium Membership Dues established and published by the Club Owner from time to time. The Club Owner shall periodically publish and make available to Resident Members the Premium Membership Dues then in effect for Premium Memberships. MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT PREMIUM MEMBERSHIP DUES IN EFFECT PRIOR TO PURCHASING A DWELLING WITHIN SOUTHSORE BAY. PREMIUM MEMBERSHIP DUES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT PREMIUM MEMBERSHIP DUES 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.

Premium Membership Dues shall be payable in advance on a monthly basis in accordance with the respective terms and conditions associated with such Premium Membership as may be imposed by Club Owner in its discretion.

## **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 SOUTHSORE BAY 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 SOUTHSORE BAY, 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 SOUTHSORE BAY 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 his or her Membership that his or her 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 Club Southshore Bay (the "**Club**") and hereby submits this Membership Agreement (together with all addenda attached hereto, collectively referred to herein as the "**Membership Agreement**") to by Southshore Bay 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 Club Southshore Bay (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 his or her Family, Lessees and Guests (as such terms are defined in the Club Plan) who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, shall do so at his or her own risk, and hereby waive, satisfy and forever discharge the Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, the "**Club Indemnified Parties**") from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, including without limitation the use of any rental equipment provided by the Club or Club Owner or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club or the Club Owner, either on or off the Club Facilities or Club Property, and shall defend, indemnify and hold harmless the Club Owner and each of the other Club Indemnified Parties from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Member, its Family, Lessees and Guests. Should the Member, or his or her Family, Lessees or Guests file a legal action against the Club Owner or any of the Club Indemnified Parties for any claim, the Member shall be liable to each of the Club Owner and other Club Indemnified Parties for all costs and expenses incurred by it or them in the defense of such legal action, including reasonable attorneys' fees and paraprofessionals' fees (including fees acquired in connection with appellate proceedings). IN ADDITION AND WITHOUT ANY LIMITATION OF THE FOREGOING, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND UNDERSTANDS ALL TERMS AND CONDITIONS OF THE ASSUMPTION OF RISK AND WAIVER OF LIABILITY ATTACHED HERETO AS **ADDENDUM 1** AND THE MEMBER AND ITS FAMILY, LESSEES AND GUESTS SHALL EXECUTE (OR 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 Crystal Lagoon®, the recreational "Wibit" obstacle course, the rock-wall, and the inflatable 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 HIS OR HER FAMILY, LESSEES, AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH MEMBER AND HIS OR HER FAMILY, LESSEES, AND GUESTS SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

5. Assignment. The Member's 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 his or her spouse shall be joint and several.

_____	_____	_____
Date	Print Name of Member	Signature of Member

_____	_____	_____
Date	Print Name of Spouse	Signature of Spouse

**ACCEPTANCE BY CLUB OWNER:**

by SOUTHSORE BAY 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, ROCK WALL, OBSTACLE COURSE, INFLATABLE 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.

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

**Schedule B to Membership Plan**

**Bronze Play Pass Membership Privileges**

Each Member with Bronze Play Pass Membership shall, in addition to all rights and privileges afforded to Resident Members, also receive the following for each month of Bronze Play Pass Membership: (i) the right to unlimited rides on the inflatable slide, (ii) four (4) "Wibit" obstacle course sessions on a monthly basis, and (iii) four (4) additional Guest day-passes per month. Bronze Play Pass Memberships shall be on a monthly basis and shall be subject to payment of the applicable Premium Membership 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 Bronze Play Pass Members. All such rights and privileges of a Bronze Play Pass Member shall be subject to the terms and conditions set forth in the Membership Agreement and the Club Documents.

Any of the four (4) "Wibit" obstacle course sessions included in connection with a Bronze Play Pass Membership may be used by a Guest of such Member with a Bronze Play Pass Membership. Guests of Members with Bronze Play Pass Memberships may be assigned the Member's rights to use the slide but may not use the slide if the Member is also using the slide (i.e. the Member and their Guest may not both use the slide without payment of additional fees). PLEASE CONTACT THE MEMBERSHIP OFFICE FOR THE CURRENT GUEST RESTRICTIONS.

The Club Owner reserves the right, in its sole and absolute discretion, to modify the Premium Membership categories and privileges associated with same and to remove, replace, amend or otherwise modify any Premium Membership categories and any attendant privileges altogether as the Club Owner deems appropriate; provided, however, such removal, replacement, amendment or other modification shall not affect any prepaid Premium Memberships or any privileges associated with such Premium Memberships for which Premium Membership Dues have been paid prior to such removal, replacement, amendment or modification. The Club Owner shall periodically publish and make available to Members descriptions of the membership privileges then in effect for Premium Memberships. MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT DESCRIPTIONS OF PREMIUM MEMBERSHIP CATEGORIES IN EFFECT PRIOR TO PURCHASING A PREMIUM MEMBERSHIP. PREMIUM MEMBERSHIP CATEGORIES AND ANY RELATED PRIVILEGES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT PREMIUM MEMBERSHIP DESCRIPTIONS BEFORE ACQUIRING TITLE TO A DWELLING IN SOUTHSORE BAY.

### Schedule C to Membership Plan

#### **Silver Play Pass Membership Privileges**

Each Member with Silver Play Pass Membership shall, in addition to all rights and privileges afforded to Resident Members, also receive the following for each month of Silver Play Pass Membership: (i) the right to unlimited rides on the inflatable slide, (ii) four (4) "Wibit" obstacle course sessions, (iii) four (4) sessions (one (1) hour each) for paddleboard rental, (iv) four (4) sessions (one (1) hour each) for kayak rental, and (v) six (6) additional Guest day-passes per month. Silver Play Pass Memberships shall be on a monthly basis and shall be subject to payment of the applicable Premium Membership 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 Silver Play Pass Members. All such rights and privileges of a Silver Play Pass Member shall be subject to the terms and conditions set forth in the Membership Agreement and the Club Documents.

Any of the four (4) "Wibit" obstacle course sessions, four (4) paddleboard sessions, or four (4) kayak sessions included in connection with a Silver Play Pass Membership may be used by a Guest of such Member with a Silver Play Pass Membership. Guests of Members with Silver Play Pass Memberships may be assigned the Member's rights to use the slide but may not use the slide if the Member is also using the slide (i.e. the Member and their Guest may not both use the slide without payment of additional fees). PLEASE CONTACT THE MEMBERSHIP OFFICE FOR THE CURRENT GUEST RESTRICTIONS.

The Club Owner reserves the right, in its sole and absolute discretion, to modify the Premium Membership categories and privileges associated with same and to remove, replace, amend or otherwise modify any Premium Membership categories and any attendant privileges altogether as the Club Owner deems appropriate; provided, however, such removal, replacement, amendment or other modification shall not affect any prepaid Premium Memberships or any privileges associated with such Premium Memberships for which Premium Membership Dues have been paid prior to such removal, replacement, amendment or modification. The Club Owner shall periodically publish and make available to Members descriptions of the membership privileges then in effect for Premium Memberships. MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT DESCRIPTIONS OF PREMIUM MEMBERSHIP CATEGORIES IN EFFECT PRIOR TO PURCHASING A PREMIUM MEMBERSHIP. PREMIUM MEMBERSHIP CATEGORIES AND ANY RELATED PRIVILEGES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT PREMIUM MEMBERSHIP DESCRIPTIONS BEFORE ACQUIRING TITLE TO A DWELLING IN SOUTHSORE BAY.

**Schedule D to Membership Plan**

**Gold Play Pass Membership Privileges**

Each Member with Gold Play Pass Membership shall, in addition to all rights and privileges afforded to Resident Members, also receive the following for each month of Gold Play Pass Membership: (i) the right to unlimited rides on the inflatable slide, (ii) thirty (30) "Wibit" obstacle course sessions, (iii) thirty (30) sessions (one (1) hour each) for paddleboard rental, (iv) thirty (30) sessions (one (1) hour each) for kayak rental, and (v) eight (8) additional Guest day-passes per month. Gold Play Pass Memberships shall be on a monthly basis and shall be subject to payment of the applicable Premium Membership 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 Gold Play Pass Members. All such rights and privileges of a Gold Play Pass Member shall be subject to the terms and conditions set forth in the Membership Agreement and the Club Documents.

Any of the thirty (30) "Wibit" obstacle course sessions, thirty (30) paddleboard sessions, or thirty (30) kayak sessions included in connection with a Silver Play Pass Membership may be used by a Guest of such Member with a Gold Play Pass Membership. Guests of Members with Gold Play Pass Memberships may be assigned the Member's rights to use the slide but may not use the slide if the Member is also using the slide (i.e. the Member and their Guest may not both use the slide without payment of additional fees). PLEASE CONTACT THE MEMBERSHIP OFFICE FOR THE CURRENT GUEST RESTRICTIONS.

The Club Owner reserves the right, in its sole and absolute discretion, to modify the Premium Membership categories and privileges associated with same and to remove, replace, amend or otherwise modify any Premium Membership categories and any attendant privileges altogether as the Club Owner deems appropriate; provided, however, such removal, replacement, amendment or other modification shall not affect any prepaid Premium Memberships or any privileges associated with such Premium Memberships for which Premium Membership Dues have been paid prior to such removal, replacement, amendment or modification. The Club Owner shall periodically publish and make available to Members descriptions of the membership privileges then in effect for Premium Memberships. MEMBERS SHOULD CONTACT THE CLUB OWNER TO OBTAIN THE CURRENT DESCRIPTIONS OF PREMIUM MEMBERSHIP CATEGORIES IN EFFECT PRIOR TO PURCHASING A PREMIUM MEMBERSHIP. PREMIUM MEMBERSHIP CATEGORIES AND ANY RELATED PRIVILEGES ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT PREMIUM MEMBERSHIP DESCRIPTIONS BEFORE ACQUIRING TITLE TO A DWELLING IN SOUTHSORE BAY.

**EXHIBIT F****CLUB MEMBERSHIP FEE SCHEDULE**

Charter Membership Fee	\$25.00
Initial Resident Membership Fee (Non-Charter)	\$35.00
January 1, 2020	\$36.75
January 1, 2021	\$38.59
January 1, 2022	\$40.52
January 1, 2023	\$42.54
January 1, 2024	\$44.67
January 1, 2025	\$46.90
January 1, 2026	\$49.25

\*plus applicable sales tax

From 2027 and thereafter, Club Membership Fees shall be determined by the Club Owner. Beginning on January 1, 2020, 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%).

**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 CLUB AS MORE PARTICULARLY SET FORTH IN THE CLUB PLAN.**