

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Pennington, P.A.  
2701 N. Rocky Point Drive, Suite 900  
Tampa, Florida 33607

**LAKES OF HARMONY**

**CLUB PLAN**

**TABLE OF CONTENTS**

1.	Definitions .....	1
2.	Benefits of Club .....	2
3.	Club Facilities .....	3
4.	Persons Entitled to Use the Club .....	4
5.	Ownership and Control of the Club .....	5
6.	Club Dues .....	5
7.	Initial Club Contribution .....	6
8.	[Intentionally Omitted] .....	7
9.	Creation of the Lien and Personal Obligation .....	7
10.	Operations .....	8
11.	[Intentionally Omitted] .....	8
12.	Attorneys’ Fees .....	8
13.	Rights to Pay and Receive Reimbursement .....	8
14.	General Restrictions .....	9
15.	Violation of the Club Rules and Regulations .....	10
16.	Destruction .....	10
17.	Risk of Loss .....	10
18.	Eminent Domain .....	11
19.	Additional Indemnification of Club Owner .....	11
20.	Estoppels .....	11
21.	No Waiver .....	12
22.	Franchises and Concessions .....	12
23.	Resolution of Disputes .....	12
24.	Venue .....	14
25.	Release .....	14
26.	Amendment .....	14
27.	Severability .....	15
28.	Notices .....	15
29.	Florida Statutes .....	15
30.	Headings .....	15
31.	Legal Expenses .....	15

**LIST OF EXHIBITS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4 [Intentionally Omitted]

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

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

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

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

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

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

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

4. Persons Entitled to Use the Club.

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

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

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

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

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

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

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

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

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

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

7. Initial Club Contribution. There shall be collected upon every conveyance of a Unit to an Owner, including a Builder, a club contribution in the amount of Two Thousand and No/100 Dollars (\$2,000.00) per Unit (the "Initial Club Contribution"). The Initial Club Contribution shall not be applicable to conveyances from Declarant but shall be applicable to all conveyances by any other Owner, including Builders. The Initial Club Contribution shall be transferred to Club Owner at the time of closing. Initial Club Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Initial Club Contributions

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

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

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

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

10. Operations.

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

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

11. [Intentionally Omitted]

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

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

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

15. Violation of the Club Rules and Regulations.

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

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

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

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

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

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

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

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

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

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

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

23. Resolution of Disputes.

23.1 By acceptance of a deed to a Unit, each Member specifically agrees that the purchase of a Unit involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Club Plan or any dealings between a Member and Club Owner; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Club Owner or Club Owner's representative; (3) relating to personal injury or property damage alleged to have been sustained by the Member, the Member's children or other occupants of the Unit; or (4) issues of formation, validity or enforceability of this Section 23. To the extent permitted by law, each Member agrees to the foregoing on behalf of his or her children and other occupants of the Unit with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

23.2 Any and all mediations commenced by any Member or Club Owner shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

23.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three

23.9 Notwithstanding the foregoing, if either Club Owner or a Member seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

23.10 CLUB OWNER AND EACH MEMBER BY ACCEPTANCE OF A DEED TO A UNIT SPECIFICALLY AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS CLUB OWNER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 23.4 ABOVE.

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

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

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



IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 7th day of December, 2015.

**WITNESSES:**

**"CLUB OWNER"**

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

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

[Signature]  
Print Name: Ben Kowalski

By: [Signature]  
Name: ROBERT GLANTZ  
Title: AUTHORIZED AGENT

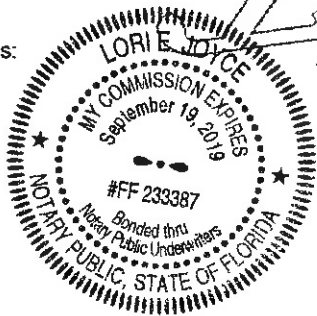
[Signature]  
Print Name: Lori E. Joyce

[Company Seal]

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5 day of December, 2015, by Robert Glantz as Authorized Signatory of VII GP HARMONY, L.L.C., a Delaware limited liability company as General Partner of BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, on behalf of the Partnership. He/She [is personally known to me] has produced \_\_\_\_\_ as identification].

My commission expires:



[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Lori E. Joyce

**EXHIBIT B**

LEGAL DESCRIPTION

LAKES OF HARMONY

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

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

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

LAKE OF HARMONY CLUB PLAN

12/8/15

JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8th day of December, 2015.

WITNESSES:

"ASSOCIATION"

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

  
Print Name: Lori E. Joyce

By:   
Name: Bill Kouwenhoven  
Title: President

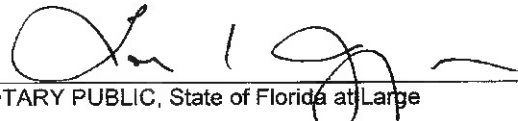
  
Print Name: Tracy Griffith

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 8 day of December, 2015, by Bill Kouwenhoven, as President of LAKES OF HARMONY COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:



  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Lori E. Joyce