

THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
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**DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS  
AND RESTRICTIONS FOR ADDISON VILLAGE CLUB**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS FOR ADDISON VILLAGE CLUB (this “**Club Declaration**”) is dated as of the 13th day of January, 2017, by ADDISON VILLAGE CLUB, LLC, a Florida limited liability company (“**Original Club Owner**”), and THE VIERA COMPANY, a Florida corporation (“**TVC**”), as co-declarants of this Club Declaration. The effective date of this Club Declaration shall be the date that this Club Declaration is recorded in the Public Records of Brevard County, Florida (collectively, the “**Effective Date**”).

RECITALS:

WHEREAS, Original Club Owner is the owner of that certain real property located in Brevard County, Florida, and more particularly described in **EXHIBIT “A-1”** attached hereto and incorporated herein by this reference (the “**Original Club Property**”);

WHEREAS, TVC and/or its parent company, A. Duda & Sons, Inc., a Florida corporation (“**Duda**”) are the owners of the parcels comprising that certain real property located in Brevard County, Florida, and more particularly described in **EXHIBIT “A-2”** attached hereto and incorporated herein by this reference (the “**TVC Land**”);

WHEREAS, TVC is both the “Declarant” under the “Community Declaration” (as defined below in Article I of this Club Declaration) and the “Developer” under the “Development Order” for the “Viera DRI” (as both terms are defined below in these recitals);

WHEREAS, Viera Builders, Inc., a Florida corporation (the “**VBI**”) is the owner of those certain lots located in Brevard County, Florida, and more particularly described in **EXHIBIT “A-3”** attached hereto and incorporated herein by this reference (the “**VBI Lots**”);

WHEREAS, the Club Property, the TVC Land, and the VBI Lots are located in “Central Viera” and are part of a master planned mixed-use development of regional impact being developed by TVC, as “Developer,” in Brevard County, Florida, and known as “Viera” (the “**Viera DRI**”), with the Viera DRI being further described in that certain Fully Amended and Restated Development Order for Viera Development of Regional Impact dated August 23, 2016 and adopted by the Brevard County Board of County Commissioners as Resolution 16-126, and

such development order evidenced by that that certain Notice of Modification of a Development Order recorded on October 31, 2016 in Official Records Book 7743, Page 1605, of the Public Records of Brevard County, Florida, all as may be amended from time to time (the “**Development Order**”);

WHEREAS, the Club Property, the TVC Land, and the VBI Lots are within “Village 1” (as that term is defined in the Community Declaration) of the Viera DRI, with Village 1 also known as “**Addison Village**”;

WHEREAS, Club Owner desires to develop a private recreational club on the Club Property that will be referred to in this Club Declaration as the “**Club**”;

WHEREAS, the Club will consist of various recreational amenities determined by Club Owner from time to time for the non-exclusive use of “Owners” within the “Property” (as both terms are defined below in Article I of this Club Declaration) as mandatory members of the Club, along with other authorized users, all as more particularly set forth in this Club Declaration;

WHEREAS, in connection with the development of the Club, Club Owner and TVC, as co-declarants under this Club Declaration, and VBI and Duda, by their joinder in this Club Declaration, desire to establish this Club Declaration to impose certain restrictive covenants on the Property requiring mandatory membership in the Club for Owners, among other things; and

WHEREAS, Duda is joining in the execution of this Club Declaration only to the extent that it owns any interest in the TVC Land as of the Effective Date to assure that all of the TVC Land is submitted to the terms and conditions of this Club Declaration; however, Duda is not a co-declarant or Builder under this Club Declaration, and any such interest that Duda may have in the TVC Land will ultimately be conveyed by Duda to TVC, as the “Developer” under the Development Order for development purposes in accordance with the Development Order prior to any portion of the TVC Land being conveyed by TVC to third-parties.

NOW, THEREFORE, Club Owner and TVC, as co-declarants under this Club Declaration, with the joinder of VBI and Duda, hereby (a) agree that the above recitals are true and correct and incorporated into this Club Declaration by this reference, (b) declare that the Property is hereby submitted to the terms and conditions of this Club Declaration, (c) impose the following restrictive covenants upon the Property, and (d) declare that the Property shall be held, sold and conveyed subject to the following restrictive covenants, which shall run with the land and be binding upon all Owners within the Property from time to time, and their respective heirs, legal representatives, successors, successors-in-title and assigns, so that Owners shall have access to and the use of Club as members of the Club, as more particularly provided below in this Club Declaration:

## ARTICLE I

### Definitions

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

Section 1. “Addison Village” shall have the meaning given to such term in the recitals.

Section 2. “Annexation Agreement” shall mean an amendment or supplement to this Club Declaration executed by Club Owner and TVC, as co-declarants, which subjects additional property owned by TVC at such time to this Club Declaration in accordance with the terms of this Club Declaration.

Section 3. “Authorized User(s)” shall individually and collectively mean each Member and that Member’s Immediate Family Members, any Tenant of a Member and such Tenant’s Immediate Family Members, each Licensee, and any other person authorized by the Club Owner from time to time to access and use the Club Facilities.

Section 4. “Budget” shall mean the annual estimated operating budget for Club operating expenses established by Club Owner from time to time, which may include, but is not required to include, reserve funds established by Club Owner from time to time for the periodic maintenance, repair, and replacement of improvements to the Club Facilities, as more particularly described in Article VIII of this Club Declaration.

Section 5. “Builder” shall mean VBI and any other Business Entity that purchases a Parcel from TVC, VBI, or any other Builder for the purpose of constructing one (1) or more Homes for the sale to a consumer.

Section 6. “Business Entity” shall mean any business organization recognized under the Florida Statutes as of the Effective Date and thereafter from time to time, including, but not limited to, a corporation, a limited liability company, a general partnership, a limited partnership, and a limited liability limited partnership.

Section 7. “Club” shall have the meaning given to such term in the recitals.

Section 8. “Club Advisory Board” shall mean a committee of Members to serve as a communication liaison among Club Owner, the Club Manager and the Members relating to Club operations, as more particularly described in Article VII of this Club Declaration.

Section 9. “Club Charges” shall mean the charges related to the Club to be paid by the Members pursuant to the provisions of this Club Declaration other than the Initial Contribution. Club Charges include, without limitation, the Club Fee, each Member’s respective share of Club Operating Costs, and Special Use Fees, all as more particularly set forth in Article VI of this Club Declaration.

Section 10. “Club Claim of Lien” shall mean the lien in favor of Club Owner to secure the payment of Club Charges and other amounts due from Members under this Club Declaration, as more particularly described in Article IX, Section 4, of this Club Declaration.

Section 11. “Club Declaration” shall have the meaning given to such term in the preamble.

Section 12. “Club Facilities” shall mean the facilities, improvements, and personal property on the Club Property that Club Owner actually constructs and/or makes available to Members and other Authorized Users for use pursuant to this Club Declaration.

Section 13. “Club Fee” shall mean the fee to be paid to Club Owner by each Member, as part of Club Charges, pursuant to the provisions of Article VI, Section 2, of this Club Declaration, subject to the Maximum Club Fee Amount.

Section 14. “Club Manager” shall mean the Business Entity operating and managing the Club at any time on behalf of Club Owner, if any, as determined by Club Owner in its sole and absolute discretion.

Section 15. “Club Operating Costs” shall mean all costs (as such term is used in its broadest sense) of operating, managing, maintaining, and insuring the Club and the Club Property, whether direct or indirect, including, but not limited to, costs relating to trash collection, utility charges, landscaping charges, legal fees and accounting fees of Club Owner relative to the Club Property and/or Club business, operations, and/or governing documents (including attorney’s fees and costs in collection and enforcement proceedings, including appellate proceedings), collection and enforcement fees, security fees, management fees, reserves, costs for maintenance, repairs, replacements, refurbishments, and improvements to the Club Property, payroll and payroll costs, insurance premiums and deductibles, working capital, ad valorem and other taxes (excluding income taxes of Club Owner), and assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club or the Club Property, but expressly excluding (a) the costs incurred by Club Owner relating to the initial construction and development of the Club Facilities and (b) to the extent reimbursed by insurance proceeds, the costs incurred by Club Owner relating to reconstruction of the Club Facilities, including any mortgage costs or other debt service paid by Club Owner in connection therewith.

Section 16. “Club Option Price” shall mean the sum of One Hundred and 00/100 Dollars (\$100.00), which shall apply only if the Community Association elects to exercise the Purchase Option, and in no other transaction for the sale of the Club Property.

Section 17. “Club Owner” shall mean Original Club Owner, so long as Original Club Owner is the owner of the Club Property, and thereafter, any successor owner of the Club Property who receives a written assignment of all of the rights of Club Owner hereunder in connection with the ownership of the Club Property. Such assignment shall be recorded in the Public Records in order to be effective.



Section 18. “Club Property” shall mean the Original Club Property and all facilities and other improvements constructed thereon, subject to additions, annexations, or withdrawals made by Club Owner from time to time in accordance with the terms of this Club Declaration.

Section 19. “Club Rules and Regulations” shall mean the rules and regulations for the Club adopted by Club Owner from time to time. The initial Club Rules and Regulations are set forth in Article XI of this Club Declaration.

Section 20. “Community Assessments” shall individually and collectively mean any “Assessment” (as defined in the Community Declaration) due and payable to the Community Association under the Community Declaration.

Section 21. “Community Association” shall mean Central Viera Community Association, Inc., a Florida not-for-profit corporation, and its successors or assigns.

Section 22. “Community Association Board” shall mean the Board of Directors of the Community Association.

Section 23. “Community Common Area” shall mean all of the “Common Area” under the Community Declaration from time to time.

Section 24. “Community Declarant” shall mean TVC or its successors, successors in title, or assigns who are designated as the “Declarant” under the terms and provisions of the Community Declaration.

Section 25. “Community Declaration” shall mean that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, of the Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time, including but not limited to, by that certain Supplemental Declaration and Fourteenth Amendment to the Community Declaration, and Annexation Agreement recorded in Official Records Book 6871, Page 630, of the Public Records of Brevard County, Florida.

Section 26. “Community Sellout Date” is that date upon which all of the Parcels within the Property are conveyed to Owners other than the Community Declarant or a Builder and a Certificate of Occupancy for a Home on all Parcels has been issued.

Section 27. “Deed” shall mean any deed conveying title in any Parcel to an Owner.

Section 28. “Default Rate” shall mean the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable law.

Section 29. “Development Order” shall have the meaning given to such term in the recitals.

Section 30. “Duda” shall have the meaning given to such term in the recitals.

Section 31. “Effective Date” shall have the meaning given to such term in the preamble.

Section 32. “Excluded Property” shall mean the following property within Addison Village that is expressly excluded from the terms and conditions of this Club Declaration, and consequently, is not a part of the Property:

- (a) the real property located in Brevard County, Florida, and more particularly described on **EXHIBIT “B”**, attached hereto and incorporated herein, which comprises the “Neighborhood Areas” (as that term is defined in the Community Declaration) known as Strom Park, Bridgewater at Viera, and Seville, and also two (2) lots located within other Neighborhood Areas of Addison Village, as more particularly described in **EXHIBIT “B”**. ;
- (b) any “Nonresidential District”, “Nonresidential Unit” or “Nonresidential Unplatted Parcel” (including, but not limited to, any “Educational Nonresidential Unit,” “Religious Nonresidential Unit,” apartment/multifamily unit and complex or adult congregate living facility) under the Community Declaration as of the Effective Date and from time to time thereafter; *provided, however, that if any portion of the foregoing real property is converted from commercial use to residential use (including, without limitation, conversion to a residential or mixed-use condominium), such residential portion of the that real property shall not be a part of the Excluded Property, the residential dwelling units thereon shall be considered Parcels, and the Owners of such Parcels shall be considered Members for purposes of this Club Declaration;*
- (c) any conservation and preservation areas as of the Effective Date and from time to time thereafter;
- (d) any Community Common Area or Neighborhood Common Area under the Community Declaration as of the Effective Date and from time to time thereafter;
- (e) any real property owned by a homeowners’ association, condominium association, or other property owners’ association as “common property,” “common area”, or “common elements” as of the Effective Date and from time to time; and
- (f) any real property owned by the United States of America, State of Florida, Brevard County, Florida, the Viera Stewardship District, or any related government or quasi-government agency or entity as of the Effective Date and from time to time.

Section 33. “Home” shall mean an attached or detached single-family residential home or a residential condominium unit, and improvements thereon, constructed on a Parcel. A Home shall be deemed created and have perpetual existence upon the issuance of a Certificate of

Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Club Charges with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

Section 34. "Immediate Family Member(s)" shall mean the following individuals *who live in the Home with an Owner or Tenant* and are designated to Club Owner by the applicable Owner in writing from time to time, subject to verification by Club Owner or Club Manager:

- (a) the spouse or parents of such Owner or Tenant;
- (b) all unmarried children or grandchildren twenty-five (25) years of age and younger of such Owner or Tenant or their spouse;
- (c) to the extent an Owner or Tenant is unmarried, up to one (1) other person eighteen (18) years of age or older designated by the Owner or Tenant to Club Owner from time to time; and
- (d) any unmarried children or grandchildren twenty-five (25) years of age or younger of any such designated person in subsection (c) immediately above.

Section 35. "Indemnified Parties" shall have the meaning set forth in Article XV, Section 1, of this Club Declaration.

Section 36. "Initial Contribution" shall mean the one-time contribution charged by Club Owner to each a Member upon that Member's purchase of a Parcel from a Builder, separate and apart from the Club Charges, and to be used by Club Owner in connection with the payment of expenses relating to the construction of, or capital improvements to, the Club and the Club Facilities, or otherwise in connection with operation of the Club, as more particularly described in Article VI, Section 1, of this Club Declaration, but subject to the Maximum Initial Contribution Amount.

Section 37. "Lender" means a governmental agency, commercial or savings bank, savings and loan association, life insurance company, licensed mortgage company, pension fund, or business trust including, but not limited to, a real estate investment trust, which is the holder of a first mortgage encumbering a Parcel, or any assignee of any such first mortgage loan made by any such lender including, but not limited to, GNMA, FNMA, VA, FHA or FHLMC, or any private or governmental institution which has insured such first mortgage loan of a lender, or any combination of the foregoing entities.

Section 38. "Licensee(s)" shall individually or collectively mean any person (including a trustee of a trust) or Business Entity that is not a Member, an Immediate Family Member of a Member, a Tenant of a Member, or such Tenant's Immediate Family Members, and who elects to voluntarily purchase a temporary license in and to the Club from time to time on terms and conditions, including applicable fees, determined by Club Owner in its sole and absolute discretion, and as set forth in a separate license agreement with Club Owner.

Section 39. “Losses” shall have the meaning set forth in Article XV, Section 1, of this Club Declaration.

Section 40. “Maximum Club Fee Amount” shall mean the maximum permissible annual amount of the Club Fee that may be charged by Club Owner to a Parcel from time to time, exclusive of applicable sales tax that may be due on such maximum amount. The Maximum Club Fee Amount for the calendar year in which this Club Declaration is recorded and the following calendar year is Three Hundred Fifty and 00/100 Dollars (\$350.00). Thereafter, the Maximum Club Fee Amount for each subsequent calendar year shall be equal to one hundred five percent (105%) of the Maximum Club Fee Amount for the prior calendar year. By way of example, for the third year of this Club Declaration, the Maximum Club Fee Amount will be Three Hundred Sixty-Seven and 50/100 Dollars (\$367.50), and for the fourth year of this Club Declaration, the Maximum Club Fee Amount will be Three Hundred Eighty-Five and 88/100 Dollars (\$385.88). **Notwithstanding the foregoing, the amount of the Club Fee charged by Club Owner from time to time may be less than the Maximum Club Fee Amount for the applicable calendar year, but the charged Club Fee amount shall not exceed the applicable Maximum Club Fee Amount. If Club Owner elects to charge a Club Fee amount in a calendar year that is less than the applicable Maximum Club Fee Amount for such calendar, the applicable Maximum Club Fee Amount for the subsequent calendar year shall still be equal to one hundred five percent (105%) of the Maximum Club Fee Amount for the prior calendar year. By way of example, if Club Owner charges a Club Fee in the third year of this Club Declaration equal to Three Hundred Fifty and 00/100 Dollars (\$350.00), rather than the applicable Maximum Club Fee Amount of Three Hundred Sixty-Seven and 50/100 Dollars (\$367.50), the Maximum Club Fee Amount applicable to the fourth year of this Club Declaration would be Three Hundred Eighty-Five and 88/100 Dollars (\$385.88) (being one hundred five percent (105%) of the prior Maximum Club Fee Amount of \$367.50), regardless of the fact that the Club Fee charged for such prior calendar year was Three Hundred Fifty and 00/100 Dollars (\$350.00).**

Section 41. “Maximum Club Operating Costs Charge” shall mean the maximum permissible amount of the annual charge to each Parcel for Club Operating Costs from time to time, exclusive of applicable sales tax that may be due and payable on such amount. The Maximum Club Operating Costs Charge for the calendar year in which this Club Declaration is recorded and the following calendar year is Two Hundred and 00/100 Dollars (\$200.00). Thereafter, the Maximum Club Operating Costs Charge for each subsequent calendar year shall be equal to one hundred five percent (105%) of the Maximum Club Operating Costs Charge for the prior calendar year. By way of example, for the third year of this Club Declaration, the Maximum Club Operating Costs Charge will be Two Hundred Ten and 00/100 Dollars (\$210.00), and for the fourth year of this Club Declaration, the Maximum Club Operating Costs Charge will be Two Hundred Twenty and 50/100 Dollars (\$220.50). **Notwithstanding the foregoing, the annual amount charged by Club Owner to each Parcel for Club Operating Costs from time to time may be less than the Maximum Club Operating Costs Charge for the applicable calendar year, but the charged Club Operating Costs amount shall not exceed the applicable Maximum Club Operating Costs Charge. If Club Owner elects to charge an annual Club Operating Costs amount in a calendar year that is less than the applicable Maximum Club Operating Costs Charge for such calendar, the applicable**

**Maximum Club Operating Costs Charge for the subsequent calendar year shall still be equal to one hundred five percent (105%) of the Maximum Club Operating Costs Charge for the prior calendar year. By way of example, if Club Owner charges an annual Club Operating Costs amount in the third year of this Club Declaration equal to Two Hundred and 00/100 Dollars (\$200.00), rather than the applicable Maximum Club Operating Costs Charge of Two Hundred Ten and 00/100 Dollars (\$210.00), the Maximum Club Operating Costs Charge applicable to the fourth year of this Club Declaration would be Two Hundred Twenty and 50/100 Dollars (\$220.50) (being one hundred five percent (105%) of the prior Maximum Club Fee Amount of \$210.00), regardless of the fact that the Club Operating Costs charge for such prior calendar year was Two Hundred and 00/100 Dollars (\$200.00).**

Section 42. **“Maximum Initial Contribution Amount” shall mean the maximum permissible annual amount of the Initial Contribution that may be charged by Club Owner to a Parcel from time to time, exclusive of applicable sales tax that may be due and payable on such amount. The Maximum Initial Contribution Amount for the calendar year in which this Club Declaration is recorded and the following calendar year is Two Hundred and 00/100 Dollars (\$200.00). Thereafter, the Maximum Initial Contribution Amount for each subsequent calendar year shall be equal to one hundred five percent (105%) of the Maximum Initial Contribution Amount for the prior calendar year. By way of example, for the third year of this Club Declaration, the Maximum Initial Contribution Amount will be Two Hundred Ten and 00/100 Dollars (\$210.00), and for the fourth year of this Club Declaration, the Maximum Initial Contribution Amount will be Two Hundred Twenty and 50/100 Dollars (\$220.50). Notwithstanding the foregoing, the amount of the Initial Contribution charged by Club Owner from time to time may be less than the Maximum Initial Contribution Amount for the applicable calendar year, but the charged Initial Contribution amount shall not exceed the applicable Maximum Initial Contribution Amount. If Club Owner elects to charge an Initial Contribution amount in a calendar year that is less than the applicable Maximum Initial Contribution Amount for such calendar, the applicable Maximum Initial Contribution Amount for the subsequent calendar year shall still be equal to one hundred five percent (105%) of the Maximum Initial Contribution Amount for the prior calendar year. By way of example, if Club Owner charges an Initial Contribution in the third year of this Club Declaration equal to Two Hundred and 00/100 Dollars (\$200.00), rather than the applicable Maximum Initial Contribution Amount of Two Hundred Ten and 00/100 Dollars (\$210.00), the Maximum Initial Contribution Amount applicable to the fourth year of this Club Declaration would be Two Hundred Twenty and 50/100 Dollars (\$220.50) (being one hundred five percent (105%) of the prior Maximum Initial Contribution Amount of \$210.00), regardless of the fact that the Initial Contribution amount charged for such prior calendar year was Two Hundred and 00/100 Dollars (\$200.00).**

Section 43. **“Member(s)” shall individually or collectively mean every Owner, who shall have a membership in the Club on the terms and conditions provided in this Club Declaration. Club Owner, TVC, Duda, and any Builder from time to time shall not be a Member.**

Section 44. **“Owner(s)” shall individually or collectively mean the record owner of title to any Parcel located within the Property (whether one or more persons, Business Entities,**

or trustees of a trust), as evidenced by the Deed for the Parcel, but expressly excluding Club Owner, TVC, Duda, or any Builder from time to time.

Section 45. “Parcel” shall mean a platted lot or other subdivision of real property within the Property (including a condominium unit) upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto.

Section 46. “Parking Areas” shall mean all areas designated for parking within the Club Property.

Section 47. “Property” shall collectively mean the Club Property, the TVC Land, and the VBI Lots, together with any additional real property that may be submitted to the terms and conditions of this Club Declaration from time to time by a duly-executed and recorded Annexation Agreement, but excluding any real property that may be withdrawn from the terms and conditions of this Club Declaration from time to time by a duly-executed and recorded Withdrawal Amendment. The Property expressly excludes the Excluded Property.

Section 48. “Purchase Option” shall mean the purchase option given by Club Owner to the Community Association on the terms and conditions set forth in Article V, Section 3 hereof.

Section 49. “Purchase Option Date” shall mean January 1, 2042 at 12:00 am (EST).

Section 50. “Purchase Option Notice” shall mean the written notice to be given by the Community Association to Club Owner (and signed by the Community Association’s President or Vice President) in order to exercise the Purchase Option, which provides that the Community Association elects to exercise the Purchase Option and that such action has been duly-approved by the Community Association Board.

Section 51. “Purchase Option Period” shall mean the period commencing upon the Purchase Option Date and expiring January 1, 2044 at 12:00 a.m. (EST).

Section 52. “Public Records” shall mean the Public Records of Brevard County, Florida.

Section 53. “Right of First Refusal” shall mean the right of first refusal given by Club Owner to the Community Association to purchase the Club on the terms and conditions set forth in Article V, Section 2 of this Club Declaration, which shall expire no later than the Purchase Option Date.

Section 54. “Special Use Fees” shall mean charges imposed by Club Owner to an Authorized User or Authorized Users for the use of all or a portion of the Club Facilities by such Authorized User or Authorized Users to the exclusion of other Authorized Users not paying such charges, including, without limitation, for reserved parties, meetings, or special events, whether hosted by the Club or an Authorized User, including ticketed events.

Section 55. “Tenant” shall mean the lessee named in any written lease relating to a Parcel that is provided by the Owner of such Parcel to Club Owner.

Section 56. “TVC” shall have the meaning give to such term in the preamble.

Section 57. “TVC Land” shall have the meaning given to such term in the recitals.

Section 58. “VBI” shall have the meaning given to such term in the recitals.

Section 59. “VBI Lots” shall have the meaning given to such term in the recitals.

Section 60. “Viera DRI” shall have the meaning given to such term in the recitals.

Section 61. “Withdrawal Amendment” shall mean an amendment to this Club Declaration withdrawing such real property from the Property subject to the terms and conditions of this Club Declaration, which shall be executed by Club Owner and TVC, as co-declarants, together with joinder by the owner of such withdrawn real property to the extent such real property is not owned by either Club Owner or TVC.

Section 62. Singular or Plural Usage of Defined Terms: The above-referenced definitions may be used in the singular or plural format in this Club Declaration and any such usage shall not affect the substantive meaning of such defined term provided in this Article I.

Section 63. Defined Terms in the Community Declaration. Capitalized terms not otherwise defined in this Club Declaration, but defined in the Community Declaration, shall have the meaning set forth in the Community Declaration, unless the context shall otherwise require.

## ARTICLE II Covenants Running with the Land

Each Owner, by acceptance of title to a Parcel by a Deed, obtains a mandatory membership in the Club as a Member on the terms and conditions set forth in this Club Declaration. In connection with that membership, each Owner hereby acknowledges and agrees to the following:

Section 1. Term. The terms of this Club Declaration shall be covenants running with the land and title to the Property, including, but not limited to, each Owner’s respective Parcel, commencing upon the Effective Date and continuing in perpetuity unless terminated by Club Owner and TVC, as co-declarants, in the manners provided for in Article XIII, Article XIV, and Article XV, Section 9, of this Club Declaration. Club Owner and TVC, as co-declarants, each reserve the right to record a notice in the Public Records in accordance with Section 712.05, Florida Statutes, preserving this Club Declaration from extinguishment pursuant to Chapter 712, Florida Statutes.

Section 2. Mandatory Membership in the Club and Obligation to Pay Initial Contribution and Club Charges. Upon receipt of a Deed to a Parcel, every Owner shall obtain a mandatory membership in the Club as an appurtenance to ownership of such Parcel. In

connection therewith, every Parcel within the Property and its respective Owner shall be burdened with the payment of (a) the Initial Contribution upon the conveyance of such Parcel by a Builder to an Owner by a Deed and (b) Club Charges that become due to Club Owner under this Club Declaration from time to time after all of the following have occurred: (i) conveyance of such Parcel by a Builder to an Owner by Deed; (ii) completion of construction of a Home on such Parcel, as evidenced by a Certificate of Occupancy for such Home; (iii) initial construction of the Club Facilities is complete, as evidenced by issuance of a Certificate of Occupancy for such construction; and (iv) the Club is open for use by Members. The mandatory membership in the Club in favor of Owners and the related obligation of Owners, as Members, to pay the Initial Contribution and Club Charges that become due, under this Club Declaration shall be covenants running with the land during the term of this Club Declaration.

**Section 3. NON-EXCLUSIVE LICENSE TO MEMBERS FOR USE OF THE CLUB FACILITIES.** THE PROVISIONS OF THIS CLUB DECLARATION AND A MEMBERSHIP IN THE CLUB DO NOT GRANT ANY OWNERSHIP RIGHTS IN THE CLUB IN FAVOR OF THE OWNERS, AS MEMBERS OF THE CLUB, OR ANY OTHER AUTHORIZED USER OF THE CLUB, BUT, RATHER, GRANT A NON-EXCLUSIVE REVOCABLE LICENSE TO EACH RESPECTIVE OWNER, AS A MEMBER OF THE CLUB, AND ANY OTHER AUTHORIZED USERS TO ACCESS AND USE THE CLUB AND THE CLUB FACILITIES, SUBJECT TO THE TERMS AND CONDITIONS OF THIS CLUB DECLARATION.

Section 4. Obligation to Reference in Deeds. From and after the Effective Date, the grantor of any Parcel within the Property hereby agrees to include in any Deed a statement that such Deed is subject to the terms of this Club Declaration and specifically reference the recording information (official records book and page number) for this Club Declaration in the Public Records in such Deed.

Section 5. Addition or Withdrawal of Property. In addition to the general amendment rights set forth in Article XV, Section 8, of this Club Declaration, Club Owner and TVC, as co-declarants under this Club Declaration, reserve the unilateral right, in their sole and absolute discretion, and without the joinder or consent of any third party, to amend this Club Declaration to (a) submit additional real property owned by TVC to the terms and conditions of this Club Declaration from time to time by the execution of an Annexation Agreement and recording such Annexation Agreement in the Public Records, and (b) withdraw all or a portion of the Property then owned by Club Owner or TVC from the terms and conditions of this Club Declaration from time to time by the execution of a Withdrawal Amendment and recording such Withdrawal Amendment in the Public Records; provided, however, that any such withdrawal must occur prior to the completion of initial construction of the Club Facilities (as evidenced by issuance of a Certificate of Occupancy for such construction) and the Club opening for use by Members unless in connection with the termination of this Club Declaration in any manner provided for in Article XIII, Article XIV, or Article XV, Section 9, of this Club Declaration. Upon the recording of such duly-executed Annexation Agreement or Withdrawal Amendment, the term "Property" for purposes of this Club Declaration shall include such annexed real property or exclude such withdrawn real property.



### ARTICLE III Club Facilities

Section 1. Club Property and Club Facilities. Club Owner owns the Club Property and intends to construct, or enter into a contract for the construction of, the Club Facilities upon the Club Property. The Club Facilities are contemplated to ultimately consist of a minimum of two (2) swimming pools, a clubhouse with meeting rooms and a multi-use gymnasium facility, outdoor tennis courts, an outdoor pickleball court, an outdoor croquet field, and related recreational amenities, together with such equipment and personal property as Club Owner determines in its sole discretion. Club Owner shall be the sole judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities, and may make changes therein subject to receipt of appropriate governmental approvals. THE CLUB FACILITIES ARE SUBJECT TO CHANGE BY CLUB OWNER AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION; PROVIDED, HOWEVER, SO LONG AS THE CLUB IS IN OPERATION, THERE SHALL BE A MINIMUM OF TWO (2) SWIMMING POOLS AND A CLUBHOUSE WITH MEETING ROOMS AND A MULTI-USE GYMNASIUM FACILITY AS PART OF THE CLUB FACILITIES.

Club Owner or its designated Club Manager shall operate such Club Property and the related Club Facilities as the Club, and in connection therewith, impose the Initial Contribution and Club Charges upon Members in accordance with the terms and conditions of this Club Declaration. The Club Facilities may be expanded by Club Owner from time to time, in its sole and absolute discretion, to include additional facilities. Likewise, Club Owner may, from time to time and in its sole and absolute discretion, elect to modify or reduce the Club Facilities; provided, however, the Club Facilities shall always include at least two (2) swimming pools and a clubhouse with meeting rooms and a multi-use gymnasium facility as part of the Club Facilities. Further, the Club Property may be expanded by Club Owner by the execution and recording, along with joinder by TVC as co-declarant, of an Annexation Agreement in the Public Records, or the Club Property may be reduced by Club Owner by the execution and recording, along with joinder by TVC as co-declarant, of a Withdrawal Amendment in the Public Records. Such additions and reductions by Club Owner may cause an increase or decrease in Club Charges imposed by Club Owner from time to time.

In connection with the construction and operation of the Club and Club Facilities, Club Owner reserves the unequivocal right to perform the following activities, in addition to any other activities permitted under this Club Declaration or applicable law:

- (a) develop, construct, and/or reconstruct, in whole or in part, the Club and the Club Facilities on the Club Property, and make any additions, alterations, improvements, or changes thereto;
- (b) temporarily close all or a part of the Club Facilities from time to time, in Club Owner's sole and absolute discretion, for the for maintenance, refurbishment, renovation, or replacement activities;

(c) without the payment of rent and without payment of utilities or any other part of the Club Operating Costs, maintain for itself or the Club Manager, general offices, management office(s), and offices for construction operations on the Club Property;

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

(e) temporarily deposit, dump, or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of the Club Facilities;

(f) allow Club personnel to give tours of the Club to prospective Members of the Club;

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

(h) develop, operate and maintain the Club in Club Owner's sole and absolute discretion;

(i) offer and sell voluntary temporary licenses in and to the Club to Licensees; and

(j) all activities which, in the sole opinion of Club Owner, are necessary for the development or operation of the Club and the sale and promotion of memberships therein.

Section 2. Commercial Space. Club Owner anticipates that portions of the Club Facilities may include a membership/license 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 or any other Authorized Users to access any commercial facilities at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial tenants or licensees on all or part of the Club Facilities. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by anyone other than Club Owner or Authorized Users, then Club Owner shall require such other user(s) to pay a reasonable share of the Club Operating Costs as determined by Club Owner in its sole and absolute discretion, in addition to any other rent or other charges determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space, and 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 Charges payable by Members unless otherwise determined by Club Owner in its sole and absolute discretion.

Section 3. Easements for Utilities and Other Services. Club Owner hereby reserves the unilateral right, so long as Club Owner owns any portion of the Club Property, to grant and or relocate (without the joinder of any other party) non-exclusive easements upon, across, over,

and under all, or any portion of, the Club Property, for (a) ingress and egress (including vehicular access), (b) installing, replacing, repairing, or maintaining utility systems (including, but not limited to, television lines, antenna systems, telephone lines, drainage, stormwater and plumbing systems, water service lines, gas lines, and electricity lines); or (c) as may otherwise be necessary for the construction, operation, maintenance, or repair of the Club Facilities; provided, however, that the exercise of such easement rights by Club Owner shall not materially and unreasonably interfere with a Member's use of the Club Facilities, as determined by Club Owner in its sole and absolute discretion.

#### ARTICLE IV Persons Entitled to Use the Club

Section 1. Rights of Members. A membership in the Club entitles each Member to a non-exclusive license to access and use the Club and related Club Facilities, subject to the terms and conditions of this Club Declaration and the Club Rules and Regulations in effect from time to time; however, these license rights and privileges shall always include the following:

(a) use of all recreational amenities and the clubhouse facility within the Club Facilities from time to time that are not (i) being used as an office or sales area, (ii) a reserved area of the Club Facilities that has been leased or rented by an Authorized User for a special event or other purpose and not made available to all Members, or (iii) designated for use only by Club employees or other specific individuals, all subject to available capacity and hours of available use for the Club, which may be established by Club Owner from time to time in its sole and absolute discretion; and

(b) the right to participate in and attend all social events for Members (unless an event is limited to a specific Authorized User or Authorized Users designated by Club Owner, even if not Members) upon the payment of the designated Special Use Fees, if any, and subject to the available capacity of the event.

The above-referenced use rights in favor of a Member shall extend to the Immediate Family Members of such Member, as Authorized Users. The Immediate Family Members of a Member shall not be considered Members for purposes of this Club Declaration, but Authorized Users. Each Member and each of the foregoing Immediate Family Members that are Authorized Users may be required to execute a designated user agreement, liability waiver, indemnification, or other related documents, that may be developed by Club Owner from time to time relating to use of the Club Facilities

If a Parcel is leased by a Member to a Tenant, then, during the term of such lease, the non-exclusive license to use the Club and Club Facilities that is appurtenant to the membership of such Member shall be for use only by the Tenant and that Tenant's Immediate Family Members, as Authorized Users, rather than the Member and that Member's Immediate Family Members; however, such Member shall remain responsible for the payment of all Club Fees and other Club Charges that are due and payable for the Parcel of such Member during the term of the lease. If a Parcel is leased by a Member to a Tenant, such Member shall provide a copy of the lease to Club Owner for purposes of identifying the Tenant and also designate to Club Owner in writing any other Immediate Family Members of that Tenant entitled to use of the

membership during the lease term. Further, if a Member or its Tenant is a Business Entity, the non-exclusive license to use the Club and Club Facilities that is appurtenant to the membership of such Member shall be for use only by the officers or employees of such Member or Tenant, as applicable, designated by such Member in writing to Club Owner, up to two (2) people and their Immediate Family Members; however, such Member shall remain responsible for the payment of all Club Fees and other Club Charges that are due and payable for the Parcel of such Member. Moreover, if a Member or its Tenant is a trust, the non-exclusive license to use the Club and the Club Facilities that is appurtenant to the membership of such Member shall be for use only by the individuals designated by such Member to Club Owner, up to two (2) people and their Immediate Family Members; however, such Member shall remain responsible for the payment of all Club Fees and other Club Charges that are due and payable for the Parcel of such Member. Each of the foregoing Authorized Users (including a Tenant) may be required to execute a designated user agreement, liability waiver, indemnification, or other related documents, that may be developed by Club Owner from time to time relating to use of the Club Facilities.

Notwithstanding the foregoing, if a Member has leased its Parcel to a Builder as a Tenant, and such Builder is using the Parcel and the Home thereon as an unoccupied furnished model sales home, no Club Charges shall be due and payable from such Member during the term of such lease to a Builder (with such Club Charges being abated during the term of such lease), and such Member or Builder, as a Tenant, shall not be entitled to use the Club Facilities during the term of any such lease.

Section 2. Use by Persons Other than Owners. Club Owner has the right at any and all times, and from time to time, to make use rights in the Club available to individuals or Business Entities other than Members as Authorized Users, on terms and conditions as Club Owner deems appropriate, including, but not limited to (a) commercial users set forth in Article III, Section 2 of this Club Declaration, and (b) non-residents of the Property, even if such users do not become Licensees. Club Owner reserves the right to offer different license rights to Licensees, as to be determined by Club Owner in its sole and absolute discretion from time to time and pursuant to a separate temporary license agreement with each Licensee. A Licensee shall be obligated to pay fees and costs to Club Owner during the term of his or her temporary license, as to be determined by Club Owner in its sole and absolute discretion from time to time. Club Owner shall also establish the fees to be paid by any person who is permitted to use the Club Facilities and is not either a Member or a Licensee.

The granting of such use rights to Licensees or other Authorized Users shall not invalidate this Club Declaration, abate any Member's obligation to pay the Initial Contribution or Club Charges pursuant to this Club Declaration, or give any Member the right to avoid any of the provisions of this Club Declaration.

Section 3. Permitted Encumbrances. This Club Declaration and the rights of Members and other Authorized Users hereunder to use the Club and related Club Facilities are, and shall be: (a) subject and subordinate to 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 (b) subject to easements, restrictions, limitations,

conditions of record now or hereafter encumbering the Club Property. This provision shall be self-operative.

## ARTICLE V

### Ownership of the Club; Right of First Refusal; Option to Purchase

Section 1. Ownership and Transfer of Club. Club Owner is the exclusive owner of the Club (including fee title to the Club Property and the related Club Facilities). Club Owner may sell, mortgage, encumber, transfer, or convey the Club to any person (including a trustee of a trust) or Business Entity in its sole and absolute discretion at any time, subject to the terms and provisions of the Right of First Refusal provided for in Section 2 hereinbelow and the Purchase Option granted by Club Owner in Section 3 hereinbelow.

### Section 2. Right of First Refusal to Purchase the Club.

(a) Grant of Right of First Refusal to Community Association. Club Owner hereby grants to the Community Association the Right of First Refusal to purchase the Club on the terms and conditions provided for in this Section 2. The Right of First Refusal applies to each offer received by Club Owner to sell the Club to a prospective third-party buyer (other than the Community Association and any buyer in the exempt transfers set forth immediately below in subsection (b) of this Section 2) that is acceptable to Club Owner (as evidenced by a written purchase contract signed by such prospective third-party buyer) prior to the expiration date of the Right of First Refusal. The Right of First Refusal shall be in effect as of the Effective Date of this Club Declaration and shall expire upon the date that is the earliest to occur of (i) the Club being conveyed to the Community Association, (ii) the Club being conveyed to another third-party buyer that is not referenced immediately below in subsection (b)(i) or (b)(iii) of this Section 2 following the Community Association's waiver of its Right of First Refusal in connection with such third-party buyer's offer to purchase the Club, (iii) the Club is conveyed in connection with any bankruptcy or other insolvency proceedings relating to Club Owner, or (iv) the occurrence of the Purchase Option Date.

During the period that the Right of First Refusal remains in effect, upon Club Owner's receipt of an offer from any such third-party buyer for the purchase of the Club that is acceptable to Club Owner (as evidenced by a signed purchase contract from such third-party buyer), Club Owner shall notify the Community Association of such offer in writing and provide the Community Association with a copy of the signed purchase contract from such third-party buyer. Upon receipt of such written notice from Club Owner, the Community Association shall have sixty (60) days to exercise the Right of First Refusal by both (1) notifying Club Owner in writing within the first thirty (30) days of the above-referenced 60-day period that the Community Association will purchase the Club on the same terms and conditions as set forth in such signed purchase contract from the third-party buyer (with such notice to be received by Club Owner within such 30-day period) and (2) if the aforementioned notice is timely given to Club Owner by the Community Association, entering into a binding purchase contract with Club Owner during the remainder of the above-referenced 60-day period for the sale of the Club to the Community Association on the same terms and conditions as set forth in such signed purchase contract from the third-party buyer. All written notice from the Community Association to Club

Owner, or vice versa, regarding the exercise or waiver of the Right of First Refusal shall be delivered by hand delivery or professional overnight courier to Club Owner or the Community Association, as applicable, at the most current address listed for such entity on the website of the Florida Department of State ([www.sunbiz.org](http://www.sunbiz.org)) or as may otherwise be directed by such entity to the other in writing.

If the Community Association timely exercises the Right of First Refusal in writing in connection with any such offer from a third-party buyer, it shall be irrevocable. If the Community Association fails to timely exercise the Right of First Refusal in writing in connection with any such offer from a third-party, then the Right of First Refusal for such offer shall be deemed waived by the Community Association. Moreover, if the Community Association timely exercises the Right of First Refusal in connection with any such offer from a third-party, but fails to timely close the transaction in accordance with its purchase contract with Club Owner, the Right of First Refusal for such third-party offer shall be deemed waived by the Community Association. However, if the Community Association waives the Right of First Refusal in connection with any such third-party offer, and the sale of the Club pursuant to such third-party offer fails to occur, the Community Association's Right of First Refusal shall apply to all future third-party offers received by Club Owner for the sale of the Club during the period that the Right of First Refusal remains in effect.

Notwithstanding the foregoing, as referenced in this subsection, the Right of First Refusal shall expire upon Club Owner's sale of the Club in the manners provided for in items (i)-(iii) hereinabove of this subsection (a), or upon the occurrence of the Purchase Option Date, whichever occurs earliest. If the Community Association waives its Right of First Refusal in connection with Club Owner's receipt of a third-party offer to purchase the Club or the Right of First Refusal expires, the Community Association shall promptly execute and deliver a written instrument to Club Owner in recordable form certifying its waiver or expiration of its Right of First Refusal.

(b) Exempt Transfers. Notwithstanding the provisions of subsection (a) of this Section 2, the Right of First Refusal granted herein to the Community Association is not applicable in connection with any of any of the following transactions:

- (i) the granting of any mortgage upon the Club Property by Club Owner or any foreclosure sale in connection with such mortgage;
- (ii) the sale of the Club in connection with any bankruptcy or other insolvency proceedings relating to Club Owner; or
- (iii) the sale of the Club to any affiliate or related Business Entity of Club Owner, any member of the Club Owner company (not a Member of the Club), or any wholly-owned subsidiary of Club Owner.

Section 3. Option to the Community Association to Purchase the Club. In addition to the Community Association's Right of First Refusal, during the Purchase Option Period, the Community Association shall have a Purchase Option to purchase the Club from Club Owner for the Club Option Price so long as the Community Association has not previously waived the



Right of First Refusal in accordance with Section 2 of this Article V. Notwithstanding the foregoing, the Community Association shall be entitled to the Purchase Option if the Right of First Refusal expired solely due to the occurrence of the Purchase Option Date.

The Purchase Option may be exercised by the Community Association by completing the following actions within the Purchase Option Period: (i) the Community Association delivering the Purchase Option Notice to Club Owner; and (ii) the Community Association entering into a binding purchase contract with Club Owner for the sale of the Club to the Community Association in its “as-is, where-is” condition, with all faults, for the Club Option Price and on other terms and conditions mutually acceptable to Club Owner and the Community Association, including the Community Association’s payment of all documentary stamp taxes, intangible taxes, and title insurance premiums due in connection with such transaction. The Purchase Option Notice and any other notice relating to the Purchase Option shall be delivered by hand delivery or professional overnight courier to Club Owner or the Community Association, as applicable, at the most current address listed for such entity on the website of the Florida Department of State ([www.sunbiz.org](http://www.sunbiz.org)) or as may otherwise be directed by such entity to the other in writing.

The Purchase Option shall be irrevocable once exercised. If the Purchase Option is timely exercised, Club Owner shall convey the Club to the Community Association in accordance with the terms and conditions of the purchase contract between Club Owner and the Community Association for the sale of the Club. If the Community Association fails to timely exercise the Purchase Option, then the Purchase Option shall be deemed expired. Moreover, if the Community Association timely exercises the Purchase Option, but fails to timely close the transaction in accordance with its purchase contract with Club Owner, the Purchase Option shall be deemed waived by the Community Association.

Notwithstanding the foregoing provisions of this Section, Club Owner reserves the right to offer the Club Property for sale to the Community Association prior to the Purchase Option Date at a purchase price and on other terms and conditions determined by Club Owner in its sole and absolute discretion.

Section 4. Nature of Transfer. If the Community Association timely exercises the Right of First Refusal or the Purchase Option, the conveyance of the Club to the Community Association shall be subject to (a) easements, restrictions, reservations, conditions, limitations and declarations of record relating to the Club Property, (b) real estate taxes for the year of conveyance, (c) zoning, land use regulations, (d) survey matters, and (e) any other matters listed as “permitted exceptions” in the purchase contract between Club Owner and the Community Association for the sale of the Club to the Community Association.

## ARTICLE VI

### Club Charges to Members

Section 1. Initial Contribution and Club Charges to Members. In consideration of Club Owner’s construction and providing for use of the Club Facilities by each of the Members pursuant to a membership, each Member, by acceptance of a Deed for a Parcel shall be deemed to have specifically covenanted and agreed to pay the Initial Contribution and all Club Charges,

plus applicable sales tax, due for his or her respective Parcel to the extent provided for herein so long as this Club Declaration remains in effect.

The Initial Contribution is a one-time charge upon a Parcel, and shall be paid to Club Owner by the Owner of such Parcel, as a Member, in connection with the closing of such Owner's purchase of the Parcel from a Builder. No Initial Contribution shall be due from a Tenant. No Initial Contribution shall be due in connection with a Member's sale of a Parcel to another Member or to a third-party that will become a Member upon acquiring such Parcel from such selling Member. The amount of the Initial Contribution shall be determined by Club Owner from time to time in its sole and absolute discretion, but subject to the applicable Maximum Initial Contribution Amount. For the calendar year in which this Club Declaration is recorded and the next calendar year the amount of the Initial Contribution will be Two Hundred and 00/100 Dollars (\$200.00) per membership, plus applicable sales tax. After such period, Club Owner reserves the right to increase the amount of the Initial Contribution on an annual basis, but not more than the applicable Maximum Initial Contribution Amount, plus applicable sales tax.

The funds from the Initial Contribution shall belong solely to Club Owner. The Initial Contribution may be used and applied by Club Owner as it deems necessary and in its sole and absolute discretion in connection with the ownership, construction, capital improvement, operation, or maintenance of the Club, including, without limitation, using such funds for the payment of expenses or debt service relating to the construction of the Club or a reimbursement to Club Owner for capital expenses incurred by Club Owner relating to the ownership, construction, operation, or management of the Club.

As to Club Charges, Club Owner presently intends to collect Club Charges from Members in advance on an annual basis commencing after the Club receives a Certificate of Occupancy and opens for use by Members, but reserves the right to change the payment period from time to time to require payment in advance on a biannual or quarterly basis.

Section 2. Club Fee to Members. As a part of the Club Charges, each Parcel shall be charged an annual Club Fee by Club Owner, which shall be paid by the Member owning such Parcel. The Club Fee shall initially be charged in advance and annually, but Club Owner reserves the right to change the payment period from time to time to require payment in advance on a biannual or quarterly basis. The amount of the Club Fee will be determined by Club Owner from time to time in its sole and absolute discretion, but subject to the applicable Maximum Club Fee Amount and applicable sales tax. The initial annual amount of the Club Fee to be charged to Members for the calendar year in which this Club Declaration is recorded and the following calendar year will be Three Hundred Fifty and 00/100 Dollars (\$350.00), plus applicable sales tax, per Parcel. After such period, Club Owner reserves the right to increase the amount of the Club Fee on an annual basis, but not more than the applicable Maximum Club Fee Amount. A Member's obligation to pay the Club Fee commences on the date set forth below in Article VI, Section 6, of this Club Declaration. If a Member's membership commences on a date that is not on the first day of a calendar year, the Club Fee due for that Member's Parcel for that calendar year shall be prorated from the date the membership commences through December 31 of that calendar year, and subsequent payments of the Club Fee shall be due and payable in advance on January 1 of the subsequent years.



Section 3. Club Operating Costs and Charge to Members. In addition to the Club Fee, and as a part of the Club Charges, each Parcel shall be allocated a respective share (as hereinafter set forth) of the Club Operating Costs. There to be one (1) annual charge to each Parcel for such Parcel's respective share of Club Operating Costs for a calendar year, to be paid by the Member owning such Parcel. Each Member shall pay his or her Parcel's respective share of Club Operating Costs based upon the product of (a) the total estimated Club Operating Costs reflected in the Budget for the applicable calendar year, multiplied by (b) a fraction, the numerator of which is one (1) and the denominator of which is either (i) the estimated total number of Parcels within the Property by December 31 of the calendar year to which the Budget applies or (ii) any greater number determined by Club Owner from time to time.

The estimated amount of the Club Operating Costs for a calendar year will be determined by Club Owner from time to time in its sole and absolute discretion based upon a Budget adopted by Club Owner for the applicable calendar year. The initial annual amount due for each Parcel for Club Operating Costs for the Club's first year of operation will be Two Hundred and 00/100 Dollars (\$200.00), plus applicable sales tax. After such period, Club Owner reserves the right to amend the amount of the annual charge to a Parcel for Club Operating Costs based upon Club Owner's adopted Budget for the Club Operating Costs and any amendments thereto; however any annual increase in such annual charge shall be subject to the applicable Maximum Club Operating Costs Charge and applicable sales tax. A Member's obligation to pay his or her Parcel's respective share of Club Operating Costs commences on the applicable date set forth below in Article VI, Section 6, of this Club Declaration. If a Member's membership commences on a date that is not on the first day of a calendar year, such Member's payment for its Parcel's respective share of Club Operating Costs for that calendar year shall be prorated from the date the membership commences through December 31 of that calendar year, and subsequent payments of Club Operating Costs shall be due and payable in advance on January 1 of the subsequent years.

If, prior to the Community Sellout Date, Club Operating Costs for a calendar year are not paid in full from Club Operating Costs payments due from Members under this Club Declaration for such calendar year (not payments actually made by Members), the shortfall shall be paid by Club Owner. Any such shortfall payment by Club Owner shall not include payment for any delinquent Club Operating Costs payments of Members, and such Member delinquencies shall be subject to the collection remedies provided to the Club Owner under this Club Declaration. However, following the Community Sellout Date, any such shortfall shall be the financial responsibility of the Members and charged by Club Owner in any manner set forth in Article VIII, Section 2, of this Club Declaration.

Section 4. Special Use Fees. Club Owner shall have the right to establish from time to time, by rule or regulation, or by delegation to the Club Manager, Special Use Fees for the use of all or a portion of the Club Facilities by any Authorized User or Authorized Users to the exclusion of other Authorized Users not paying such charges, including, without limitation, for reserved parties, meetings, or special events, whether hosted by the Club or an Authorized User, including ticketed events. Special Use Fees shall be payable by the applicable Authorized User or Authorized Users in such amounts and at such time or time(s) as determined by Club Owner.

Section 5. Additional Club Charges. If a Member, a Member's Tenant, or the Immediate Family Members, guests, invitees, licensees, agents, servants or employees of such Member or Member's Tenant cause damage to any part of the Club Facilities or violate the Club Rules and Regulations established by Club Owner from time to time, Club Owner may levy additional Club Charges against such Member in the amount necessary to pay costs incurred by Club Owner to repair or remediate such damage or remedy such violation.

Section 6. Commencement of Charges. The obligation of a Member to pay the Initial Contribution shall commence on the day of the conveyance of title of a Parcel to such Member from a Builder by a Deed. The obligation of a Member to pay Club Charges shall commence once all of the following have occurred: (a) conveyance of title of a Parcel to such Member by a Builder by a Deed; (b) construction of the Home of such Member is complete, as evidenced by issuance of a Certificate of Occupancy for the Home; (c) initial construction of the Club Facilities is complete, as evidenced by issuance of a Certificate of Occupancy for such construction; and (d) the Club is open for use by Members. Notwithstanding the foregoing, if a Member has leased its Parcel to a Builder as a Tenant, and such Builder is using the Parcel and the Home thereon as an unoccupied furnished model sales home, no Club Charges shall be due from such Member during the term of such lease to a Builder (with Club Charges being abated during such lease term), and such Member and such Builder, as a Tenant, shall not be entitled to use the Club Facilities during the term of any such lease. As set forth above in Sections 1-2 of this Article, Club Charges are due and payable in advance and annually, unless the payment period is adjusted by Club Owner as permitted under this Club Declaration. A Tenant shall not be obligated to pay an Initial Contribution or Club Charges, and such obligations shall remain with the Member from whom a Tenant leases a Parcel. Club Owner shall determine from time to time the frequency and method by which the Initial Contribution, Club Charges, and any other amounts due to Club Owner pursuant to this Club Declaration shall be collected. As to the Club Charges, Club Owner presently intends to collect Club Charges from Members on an annual basis commencing after the construction of the Club Facilities is complete, as evidenced by issuance of a Certificate of Occupancy for such construction, and the Club opens for use by Members, but reserves the right to change the payment period from time to time to require payment on a biannual or quarterly basis.

Section 7. No Right to Withhold Payment. No Member shall have the right to withhold payment of the Initial Contribution, Club Charges, or other amounts due under this Club Declaration for any reason, including, without limitation, the method of payment or non-payment by other Members of any amounts due from such other Members under this Club Declaration, the level of use of Club Facilities by such other Members, or the suspension of some or all membership privileges.

Section 8. Sales Tax. Each Member shall be obligated to pay all applicable sales tax due in connection with the Initial Contribution and Club Charges imposed upon such Member in accordance with this Club Declaration.

Section 9. Payments by Credit Card or Debit Card. Club Owner may, in its sole and absolute discretion, require that each Member provide the Club, from time to time, with a valid commercial credit card or debit card and authorize the use of such credit card or debit card by the

Club Owner or the Club Manager for the payment of Club Charges due from such Member from time to time.

Section 10. Right to Designate Collection Agent. Club Owner shall have the right to designate who shall collect Club Charges and other amounts payable to Club Owner under this Club Declaration. Without limiting the foregoing, such collection agent may be, but is not required to be, the Club Manager or the Community Association (subject to the Community Association's written acceptance of such designation), even if the Community Association is not the Club Manager, but subject to any applicable and reasonable collection charges that such collection agent may charge Club Owner in connection therewith. To the extent that the Community Association is the designated collection agent, the amounts due hereunder shall be collected by the Community Association from the Members as part of Community Assessments due from the Members (and no other members of the Community Association).

## ARTICLE VII Club Advisory Board

Club Owner shall coordinate the establishment of a Club Advisory Board. The membership of the Club Advisory Board shall consist of one (1) Member representative for each Neighborhood Association (as defined in the Community Declaration) within the Property from time to time. A Neighborhood Association shall not be obligated to appoint a representative to serve as a member of the Club Advisory Board. If a Neighborhood Association elects to appoint a representative to the Club Advisory Board, the Neighborhood Association shall appoint its respective representative member to the Club Advisory Board by a duly-authorized resolution of its Board of Directors and designate its representative member to the Club Advisory Board to Club Owner in writing. A Neighborhood Association may designate a replacement representative member to the Club Advisory Board from time to time in the same manner provided in the foregoing sentence for appointment of a member of the Club Advisory Board.

Once the Club Advisory Board is initially established, a representative of Club Owner or the Club Manager shall meet with the Club Advisory Board at the Club not less than once per calendar year to discuss Club operations, with such meeting to be established upon not less than five (5) days advance notice to the members of the Club Advisory Board. At such meeting, members of the Club Advisory Board shall be entitled to speak upon designated agenda items established by Club Owner or the Club Manager, subject to reasonable rules and regulations for such meeting as may be established by Club Owner or the Club Manager from time to time. Club Owner and the Club Manager shall consider any recommendations proposed by the Club Advisory Board relating to Club operations, but shall not be under any obligation to implement any such recommendations made by the Club Advisory Board.

## ARTICLE VIII Determination of Club Operating Costs

Section 1. Adoption of Budget. Club Charges for a calendar year shall be established by the adoption of a Budget for that calendar year by Club Owner. The Budget shall be subject to only the approval of Club Owner, with such approval to be given by Club Owner in its sole and absolute discretion. Following the Club opening for use by Members, the Budget for each

subsequent calendar year shall be adopted by Club Owner by December 1 of the immediately preceding calendar year. If a Budget for any such subsequent calendar year is not timely adopted by Club Owner, the adopted Budget, along with the amount of related Club Charges, for the immediately preceding calendar year shall remain in effect until a subsequent Budget, and any adjusted Club Charge amounts, are adopted by Club Owner. The initial amounts for Club Charges are set forth in Article VI, Sections 2-3 of this Club Declaration. Following the Club opening for use by Members, written notice of the date of any adjustment to the amounts of such Club Charges, and a copy of the applicable Budget, shall be given to each Member at least thirty (30) days in advance of the due date of the first installment of such adjusted amounts of Club Charges.

The initial Budget for Club Charges prepared by Club Owner will not be based upon historical operating figures, and such Budget and any subsequent Budget shall not be a contractual statement or guaranty of actual Club Operating Costs and related Club Charges for the applicable calendar year. It is not intended that any third-party rely on any Budget for Club Charges in electing to purchase a Parcel. The figures shown in the initial Budget for Club Charges will be based upon a good faith analysis and operating expenses then known by Club Owner for the Club.

Section 2. Adjustments If Budget Estimates for Club Operating Costs are Incorrect. If, prior to the Community Sellout Date, Club Operating Costs for a calendar year are not paid in full from Club Operating Costs payments due from Members under this Club Declaration for such calendar year (not payments actually made by Members), the shortfall shall be paid by Club Owner. Any such shortfall payment by Club Owner shall not include payment for any delinquent Club Operating Costs payments of Members, and such Member delinquencies shall be subject to the collection remedies provided to the Club Owner under this Club Declaration. Notwithstanding the foregoing, if, from and after the Community Sellout Date, the actual Club Operating Costs for a calendar year are greater than or less than the estimate of Club Operating Costs in the Budget for the applicable calendar year, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation of Club Operating Costs for the Budget for the next ensuing calendar year; (ii) in the case of a shortfall, be immediately collected from Members by virtue of a special bill for Club Charges that shall be payable within thirty (30) days of mailing, or (iii) the remaining Club Charges for such calendar year may be adjusted to reflect such deficit or surplus.

Section 3. Reserves. The Budget may include, at the election of Club Owner, but is not required to include, one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

## ARTICLE IX

### Nonpayment of Club Charges, Creation of the Lien and Personal Obligation

Section 1. Nonpayment. By acceptance of a Deed, each Member shall be obligated to pay the Initial Contribution, Club Charges, and all other amounts that become due from such Member hereunder, to the extent provided for in this Club Declaration. If any amounts due to Club Owner from a Member under this Club Declaration are not paid by such Member within thirty (30) days after the due date, a late fee (to compensate Club Owner for administrative

expenses due to late payment) equal to ten percent (10%) of the delinquent amount shall be charged to the delinquent Member, together with interest on all delinquent amounts payable to Club Owner in an amount equal to the Default Rate accruing from the due date of such amounts until such amounts are paid in full. If such amounts remain delinquent after the expiration of the 30-day period referenced above, Club Owner may, at any time thereafter, (a) suspend such Member's membership in the manner provided for in Article XII below until the delinquent amounts are paid in full (which shall include suspension of use rights in the Club Facilities of not only such Member, but also such Member's Immediate Family Members and Tenants and those Tenants' Immediate Family Members, unless otherwise determined by Club Owner in accordance with Article XII below), (b) accelerate the amounts due from such Member under this Club Declaration for the next ensuing twelve (12) month period, (c) bring an action at law or in equity against the Member personally obligated to pay the delinquent amounts, (d) record a Club Claim of Lien against the applicable Parcel and foreclose the Club Claim of Lien against the Parcel in accordance with the requirements of this Club Declaration and applicable law, and/or (e) pursue any other remedy available under applicable law or equity. The foregoing remedies are cumulative remedies in favor of Club Owner, and may be exercised individually or collectively, as determined by Club Owner in its sole and absolute discretion.

Section 2. Non-Use. No Member may waive or otherwise escape liability for the Initial Contribution, Club Charges, and other fees and charges provided for under this Club Declaration, as applicable to such Member, by non-use of, or the waiver of the right to use, the Club Facilities or abandonment of a Home.

Section 3. Claim of Lien. Each Member, by acceptance of a Deed, shall be deemed to have covenanted and agreed to pay the Initial Contribution, Club Charges, and, in the event of a delinquent payment, interest of delinquent payments at the Default Rate, applicable late fees, collection costs and reasonable attorneys' and paraprofessionals' fees at all levels of proceedings, including appeals, collection and bankruptcy proceedings, and that such amounts shall be a collective charge and secured by a continuing lien in favor of Club Owner encumbering such Member's Parcel (referred to herein as the Club Claim of Lien) until paid in full, subject to the subordinations set forth in Article IX, Section 5, of this Club Declaration. To the extent that a Member has leased his or her Parcel to a Tenant, such Member remains liable for the amounts due to Club Owner under this Club Declaration for such Parcel.

The Club Claim of Lien upon a Parcel is effective from and after Club Owner's recording a "claim of lien" encumbering such Parcel in the Public Records and shall relate back to the Effective Date; provide, however, that as to first mortgages of record at the time such "claim of lien" is recorded, the Club Claim of Lien upon a Parcel is effective as of the date that the "claim of lien" encumbering such Parcel is recorded in the Public Records. That claim of lien must state the name of the Member, a legal description of the Member's Parcel, the name and address of Club Owner, the outstanding amounts due to Club Owner from such Member under this Club Declaration, and the due date for such amounts. The Club Claim of Lien shall also cover any additional amounts due from a Member hereunder which accrue after the recording of the claim of lien in the Public Records until satisfied in full, including interest at the Default Rate, late fees, costs and reasonable attorneys' and paraprofessionals' fees at all levels including appeals, collections and bankruptcy proceedings.

The claim of lien evidencing the Club Claim of Lien shall not be recorded in the Public Records unless (a) a written demand for past due amounts has been given to the delinquent Member by United States certified mail, return receipt requested, and by first-class United States mail at the last known address of such delinquent Member, and (b) such past due amounts, including interest at the Default Rate, late fees, costs and reasonable attorneys' and paraprofessionals' fees at all levels including appeals, collections and bankruptcy proceedings, are not paid in full within forty-five (45) days after Club Owner's delivery of such letter.

Section 4. Subordination of the Lien to First Mortgages. The Club Claim of Lien shall be subordinate to first mortgage held by a Lender on any Parcel if the mortgage is recorded in the Public Records prior to the claim of lien evidencing the Club Claim of Lien being recorded, but subject to the limitations set forth in this Article IX of the Club Declaration.

Section 5. Joint and Several Liability of Owners for Club Charges. To the extent that multiple people (including trustees of a trust) or Business Entities constitute an Owner, and consequently, a Member, each shall have joint and several liability for the payment of the Initial Contribution, Club Charges, and any other amounts due from the Owner of such Parcel, as a Member, under this Club Declaration.

Further, the Club Claim of Lien and the amounts due to Club Owner under this Club Declaration for a Parcel (even if a claim of lien has not been recorded) shall not be affected by any sale or transfer of a Parcel, and any subsequent Owner of a Parcel shall be jointly and severally liable with all prior Owners of the Parcel for any unpaid amounts due from the prior Owners of the Parcel, as a Member, to Club Owner pursuant to this Club Declaration at the time such subsequent Owner acquires title to the Parcel. Notwithstanding the foregoing, in the event of a sale or transfer of a Parcel pursuant to a foreclosure of a bona fide first mortgage held by a Lender and recorded in the Public Records prior to the recording of a claim of lien evidencing the Club Claim of Lien and encumbering such Parcel, the Lender acquiring title to such Parcel shall not be liable for such sums secured by a Club Claim of Lien encumbering the Parcel or otherwise due and payable hereunder from the former Owners of the Parcel which became due prior to such sale or transfer of such Parcel to such Lender except as follows:

such Lender shall be responsible for the lesser of (a) the Parcel's unpaid Club Charges and other amounts due for such Parcel under this Club Declaration that accrued or came due during the twelve (12) month period immediately preceding such Lender's acquisition of title to the Parcel and have not been paid to Club Owner, or (b) one percent (1%) of the original debt of the applicable first mortgage.

Any such unpaid fees or charges for which such Lender is not liable for pursuant to this Section may be reallocated and assessed to all Members (including such Lender acquiring title) as a part of the Club Operating Costs. Any sale or transfer of a Parcel pursuant to a first mortgage foreclosure proceeding shall not relieve the Lender, as a Member, from liability for, nor the Parcel of such Lender, from the lien of any Club Charges or other charges made thereafter against such Parcel or the Lender, as a Member, in accordance with this Club Declaration. Nothing in this Section shall be construed as releasing the Member liable for any delinquent

Club Charges or other charges due under this Club Declaration from the payment thereof, or the enforcement of collection by Club Owner by means other than foreclosure.

Section 6. Estoppel. Club Owner shall, from time to time, upon not less than fifteen (15) days' prior written notice from a Member, execute, acknowledge and deliver a written estoppel certificate to such requesting Member: (a) certifying that this Club Declaration 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 Declaration, as so modified, are in full force and effect) and the date to which the Club Charges are paid; (b) certifying the applicable amounts for the Initial Contribution, the Club Fee, and the respective share of Club Operating Costs for such Member's Parcel; and (c) acknowledging that there are not, to Club Owner's knowledge, any uncured defaults by the requesting Member with respect to this Club Declaration, except as noted by Club Owner in such estoppel certificate. Any such estoppel certificate given by Club Owner shall be effective as of the date such estoppel certificate is given and may be conclusively relied upon by any Member, and, as to a Member, any prospective purchaser of such Member's Parcel, and any Lender or other mortgagee of such Member or prospective purchaser. Club Owner may charge a reasonable fee for the preparation of such estoppel certificate, and the amount of such fee must be stated on the estoppel certificate.

## ARTICLE X Control of Club Operations

Section 1. Control Prior to Transfer. The operation and management of the Club, including, without limitation, the maintenance, repair, replacement, improvement and insurance of the Club Facilities and the entering into of service contracts in connection therewith, shall be under the complete supervision and control of Club Owner until, if and when, Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate and manage the Club to a third-party as the Club Manager, as hereinafter provided.

Section 2. Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent in connection with the operation and management of the Club. 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 coordinate the billing and collection of Club Charges and other amounts due from Members under this Club Declaration, administer the recording of a claim of lien evidencing the Club Claims of Lien for unpaid Club Charges and other amounts due from Members against Parcels, enforce the provisions of this Club Declaration and the Club Rules and Regulations, negotiate and enter into service contracts on behalf of Club Owner relating to operation of the Club, and prepare the Budget for the Club.

Section 3. Attorneys' Fees. If at any time Club Owner elects to enforce any provision hereof against or with respect to any Member or other Authorized User of such Member, and is successful in such enforcement action, Club Owner shall be entitled to recover from such Member all of Club Owner's reasonably incurred costs and attorneys' and paraprofessionals' fees at all levels, including appeals, collections and bankruptcy proceedings.

ARTICLE XI  
Club Rules and Regulations

Club Owner shall have the right to, from time to time, adopt and amend Club Rules and Regulations. Club Owner has adopted the following Club Rules and Regulations governing the use of the Club. Each Member and any other Authorized User shall comply with the following Club Rules and Regulations and any additional or amended Club Rules and Regulations from time to time:

Section 1. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety, and welfare of such Member, his or her Immediate Family Members, his or her Tenants and such Tenants' Immediate Family Members, and the permitted guests of such Member or his or her Tenants, along with the personal property of each of the foregoing individuals, in connection with his or her, or any of the foregoing individuals' access of the Club Property. Each Member shall not allow any of the foregoing individuals, as Authorized Users, to damage the Club Property or interfere with the rights of other Members hereunder.

Section 2. Minor Children. Authorized Users under sixteen (16) years of age are not permitted to use the Club Facilities without adult supervision.

Section 3. Guests. Authorized Users are not allowed to have guests at the Club Facilities without the consent of Club Owner or the Club Manager. Club Owner or the Club Manager may refuse to permit anyone to use the Club Facilities as a guest in their sole and absolute discretion. Any permitted guest allowed to use the Club Facilities will be required to pay a guest fee prior to such use, with the guest fee to be due for each day that such guest uses the Club Facilities. The amount of the guest fee shall be established by Club Owner from time to time in its sole and absolute discretion.

Section 4. Vehicles and Personal Property. Club Owner and the Club Manager are not responsible for any loss or damage to any private property used, placed, or stored on the Club Facilities or elsewhere on the Club Property by any Authorized User. Without limiting the foregoing, any Authorized User parking a vehicle within the Parking Areas or elsewhere on the Club Property assumes all risk of loss with respect to his or her vehicle and all personal property within such vehicle. Further, any Authorized User entering the Club Property assumes all risk of loss with respect to his or her equipment, jewelry, or other possessions stored in any areas of the Club Facilities or elsewhere on the Club Property.

Section 5. Activities. Any Authorized User who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by the Club, or who engages in any event, contest, game, function, exercise, competition, or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such Member, his or her Immediate



Family Member, his or her Tenants (and such Tenants' Immediate Family Members) or his or her permitted guests, or any combination thereof, as Authorized Users. No Member or other Authorized User 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, conditioned, or granted by Club Owner in its sole and absolute discretion.

Section 6. Property Belonging to the Club. Furniture and other property belonging to Club Owner shall not be removed from the room in which it is placed or from the Club Facilities except as authorized by Club Owner or Club Manager.

Section 7. Unrecorded Rules. In addition to the Club Rules and Regulations set forth in this Article XI, Club Owner may adopt additional Club Rules and Regulations or amend existing Club Rules and Regulations from time to time, and a copy of such additional or amended Club Rules and Regulations shall be provided by Club Owner or the Club Manager to the Members upon going into effect. Such additional or amended Club Rules and Regulations may not be recorded in the Public Records. Each Member shall comply with any such additional or amended Club Rules and Regulations.

## ARTICLE XII

### Enforcement; Violation of Club Rules and Regulations and/or Club Covenants

Section 1. Basis for Suspension of Membership. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

- (a) such Member or his or her Immediate Family Members or permitted guests violate one or more of the Club Rules and Regulations and/or provisions of this Club Declaration;
- (b) such Member's Tenants or such Tenants' Immediate Family Members or permitted guests violate one or more of the Club Rules and Regulations and/or provisions of this Club Declaration;
- (c) such Member fails to pay Club Charges or any other fees due from such Member under this Club Declaration, as applicable, in a proper and timely manner;
- (d) such Member and/or his or her Immediate Family Members or permitted guests has harassed, injured, harmed, or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third-party or to Club Owner; or
- (e) such Member's Tenants and/or such Tenant's Immediate Family Members or permitted guests has harassed, injured, harmed, or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or

stolen any personal property within the Club Facilities, whether belonging to a third-party or to Club Owner.

Section 2. Types of Suspension. Club Owner may suspend the applicable Member's privileges to use any or all of the Club Facilities (together with the use rights of any Authorized Users of such Member) for one or more of the causes listed in Article XII, Section 1 above until such violation is cured (as to monetary violations), or as otherwise determined by Club Owner in its sole and absolute discretion (as to non-monetary violations). In addition, for non-monetary violations, Club Owner may suspend some membership rights of a Member (together with the use rights of any Authorized Users of such Member) while allowing a Member (and any Authorized Users of such Member) to continue to exercise other membership rights. For example, (a) Club Owner may suspend the rights of a particular Immediate Family Member of a Member or a particular Tenant of a Member, but not other individuals entitled to use such membership as Authorized Users under this Club Declaration, or (b) Club Owner may prohibit a Member, including his or her Authorized Users, from using only a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such suspension, be entitled to any refund or abatement of Club Charges or any other fees during the period of the suspension. During the suspension, Club Charges shall continue to accrue and be payable as such Club Charges become due and payable under this Club Declaration. Under no circumstance will a membership be reinstated until all Club Charges and other amounts due to the Club are paid in full.

Section 3. Suspension or Termination of Use Rights of Licensees. Club Owner may suspend or terminate the use rights of a Licensee in and to the Club Facilities in accordance with the terms and conditions of the applicable license agreement between Club Owner and such Licensee.

## ARTICLE XIII

### Destruction; Casualty; Risk of Loss

Section 1. Destruction. In the event of damage to the Club Facilities by partial or total destruction by fire, windstorm, or any other casualty for which insurance proceeds from insurance policies maintained by Club Owner are payable, any such insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the damaged Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the damaged Club Facilities. In connection with any such reconstruction, Club Owner shall have the right to change the design of facilities comprising the Club Facilities in its sole and absolute discretion; however, the reconstructed Club Facilities must contain, at a minimum, two (2) swimming pools and a clubhouse with meeting rooms and a multi-use gymnasium facility. There shall be no abatement in payments of Club Charges during any such casualty-related reconstruction of the Club Facilities unless the Club, in its entirety, is not open for use by Members for a period of at least twenty-one (21) consecutive days. Any such abatement of Club Charges shall end upon the Club Facilities, or any portion thereof, opening for use by Members. After all reconstruction or repairs to the damaged Club Facilities have been made, if there are any insurance proceeds remaining, then the excess insurance proceeds shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner, along with the written consent of TVC as co-declarant, shall

terminate this Club Declaration by notifying Members in writing at least fifteen (15) days before the termination goes into effect and recording a termination document executed by Club Owner and TVC, as co-declarants, in the Public Records. In the event this Club Declaration is terminated by Club Owner and TVC as provided in this Section, the membership (including the licenses appurtenant thereto) shall terminate, Club Charges shall no longer be due and payable from Members from and after the termination date of this Club Declaration, and, in connection therewith, Club Charges shall be prorated between Club Owner and each Member as of the termination date.

Section 2. 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 Facilities on account of casualty, water or the bursting or leaking of any pipes or wastewater 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 Effective Date of this Club Declaration, and no Member shall be entitled to terminate his or her membership or an abatement in Club Charges except as expressly provided in Section 1 of this Article on account of any such occurrence.

#### ARTICLE XIV Eminent Domain, Taking

If, during the term of this Club Declaration, an eminent domain proceeding is commenced affecting the Club Property, then the following conditions shall apply:

(a) Complete Taking. If the entire Club Property, or any material part of the Club Property (as determined by Club Owner in its sole and absolute discretion), is taken under the power of eminent domain, Club Owner may, with the written consent of TVC as co-declarant, terminate this Club Declaration by notifying Members in writing at least fifteen (15) days before the termination goes into effect and recording a termination document executed by Club Declarant and TVC, as co-declarants, in the Public Records. In the event this Club Declaration is terminated in the manner provided for in this Section, all of the memberships (including the licenses appurtenant thereto) and other use rights in the Club shall terminate, Club Charges shall no longer be due and payable from Members from and after the termination date of this Club Declaration, and, in connection therewith, Club Charges shall be prorated between Club Owner and each Member as of the termination date. All eminent domain proceeds and damages awarded in relation to the taking shall be the sole property of Club Owner.

(b) Partial Taking. Should a portion, but not all, of the Club Property be taken in an eminent domain proceeding which requires the partial demolition of any of the Club Facilities so that Club Owner determines, in its sole and absolute discretion, that the taking is not a complete taking, as referenced in subsection (a) immediately above, then Club Owner shall have the option to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club Facilities, or, with the written consent of TVC, as co-declarant, to terminate this Club Declaration as expressly provided for in subsection (a) hereinabove. In the event this Club Declaration is terminated in the manner expressly provided for in this subsection, all of the memberships (including the licenses appurtenant thereto) and other use rights in the Club shall terminate, Club Charges shall no longer be due and

payable from Members, and, in connection therewith, Club Charges shall be prorated between Club Owner and each Member as of the termination date. All eminent domain proceeds and 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.

ARTICLE XV  
General Provisions

Section 1. Assumption of Risk, Release and Indemnification of Club Owner. BY USING THE CLUB FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE SWIMMING POOL(S), RECREATIONAL EQUIPMENT AND FACILITIES, RESTROOMS, PARKING AREAS, AND ANY LOCKER ROOMS, EACH MEMBER AND EACH OF THE MEMBER'S AUTHORIZED USERS OF THE CLUB FACILITIES EXPRESSLY ASSUME THE RISK OF NOISE, PERSONAL INJURY, LOSS OF LIFE, PROPERTY DAMAGE OR LOSS, AND OTHER DAMAGE, HARM, OR INCONVENIENCES SUFFERED IN CONNECTION WITH SUCH PERSON'S USE OF THE CLUB FACILITIES AND THE OPERATION OF THE CLUB FACILITIES, AND HEREBY WAIVE ALL CLAIMS AGAINST, AND RELEASE, CLUB OWNER, THE CLUB MANAGER, TVC AND THEIR RESPECTIVE CORPORATE PARENTS, CORPORATE AFFILIATES, OFFICERS, PARTNERS, INTEREST HOLDERS, AGENTS, EMPLOYEES, DIRECTORS AND ATTORNEYS (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS OR LIABILITY TO THEM IN CONNECTION THEREWITH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY SUCH DAMAGE OR LOSS ARISES FROM THE NEGLIGENCE OF CLUB OWNER OR ITS EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS OR OTHER THIRD PARTIES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER AGREES TO INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY AND ALL ACTIONS, INJURY, CLAIMS, LOSS, LIABILITY, DAMAGES, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, INCLUDING ATTORNEYS' FEES AND PARAPROFESSIONALS' FEES IN ALL TRIAL AND APPELLATE PROCEEDINGS, INCLUDING COLLECTION AND BANKRUPTCY PROCEEDINGS, INCURRED BY OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES FROM AND AFTER THE EFFECTIVE DATE AS A RESULT OF, OR IN ANY WAY ARISING FROM OR RELATED TO, (A) SUCH MEMBER'S MEMBERSHIP OR USE OF THE CLUB FACILITIES, (B) THE USE OF THE CLUB FACILITIES BY SUCH MEMBER'S AUTHORIZED USERS, OR (C) ANY ACTIONS OF ANY OF THE FOREGOING INDIVIDUALS UPON THE CLUB PROPERTY.

THE PROVISIONS OF THIS SECTION EXPRESSLY SURVIVE BOTH TERMINATION OF AN OWNER'S MEMBERSHIP AND TERMINATION OF THIS CLUB DECLARATION.

Section 2.     Affirmation of Validity of Club Declaration. CLUB OWNER AND TVC, AS CO-DECLARANTS, ARE RELYING ON VBI AND EACH OWNER CONFIRMING IN ADVANCE OF JOINING IN THE EXECUTION OF THIS CLUB DECLARATION OR ACQUIRING A HOME, AS APPLICABLE, THAT THIS CLUB DECLARATION IS VALID, FAIR AND ENFORCEABLE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING VBI AND EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB DECLARATION IS INVALID IN ANY RESPECT. EACH OWNER IS HEREBY ADVISED THAT ITS OWNERSHIP AND USE OF ITS PARCEL SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THIS CLUB DECLARATION AS A COVENANT RUNNING WITH THE LAND.

Section 3.     Time Is of Essence. Time is of the essence in connection with the terms and conditions of this Club Declaration, including, but not limited to, a Member's timely payment of the Initial Contribution and the Club Charges.

Section 4.     No Waiver. The failure of Club Owner in one or more instances to (a) insist upon strict performance or observance of one or more of provisions of this Club Declaration, or (b) 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 by Club Owner of a party's compliance with such provisions of this Club Declaration and the right of Club Owner to enforce the same, or the right to exercise such privilege, option, or remedy shall continue in full force and effect. The receipt by Club Owner of any partial payment of amounts required to be made by any Member to Club Owner pursuant to this Club Declaration shall neither be a waiver and estoppel of any other payment then due to Club Owner from such Owner pursuant to this Club Declaration, 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 unless made by Club Owner in writing.

Section 5.     Waiver of Jury Trial. CLUB OWNER, TVC, VBI, AND, BY ACCEPTANCE OF A DEED, EACH OWNER AGREE THAT THIS CLUB DECLARATION COMPRISES A VERY COMPLEX DOCUMENT. ACCORDINGLY, CLUB OWNER, TVC, VBI, AND, BY ACCEPTANCE OF A DEED, EACH OWNER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THE CLUB DECLARATION ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB DECLARATION, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY, AND EACH OF THE FOREGOING PARTIES WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IN SUCH MATTERS TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW.

Section 6. Venue. THE EXCLUSIVE VENUE FOR RESOLUTION OF ANY DISPUTE RELATING TO THIS CLUB DECLARATION SHALL BE IN BREVARD COUNTY, FLORIDA.

Section 7. Material Consideration for Acquisition of Parcels. **ALL PERSONS WHO SHALL BECOME OWNERS OF ANY PARCEL WITHIN THE PROPERTY FROM AND AFTER THE EFFECTIVE DATE ACKNOWLEDGE THAT THE PROVISIONS AND ENFORCEABILITY OF THIS CLUB DECLARATION WERE A MATERIAL CONSIDERATION IN THE CONVEYANCE OF SUCH PARCEL TO THE OWNER. EACH OWNER ACKNOWLEDGES THAT CLUB OWNER IS INITIALLY INVESTING SUBSTANTIAL SUMS OF MONEY AND TIME IN DEVELOPING THE CLUB FACILITIES. NO OWNER SHALL OBJECT TO CLUB OWNER RECEIVING A PECUNIARY BENEFIT AND A RETURN ON ITS INVESTMENT FROM THE CLUB.**

Section 8. Amendment. In addition to the reserved right of Club Owner and TVC under Article II, Section 5, of this Club Declaration to amend this Club Declaration to add or withdraw real property through the execution and recording of an Annexation Agreement or a Withdrawal Amendment to the Club Declaration, this Club Declaration may be further amended upon the written approval and execution of such amendment by both Club Owner and TVC as co-declarants and the recording of such amendment in the Public Records, and without the joinder or consent of any third party except to the extent required under this Section. No amendment to this Club Declaration shall materially and adversely amend the provisions of this Club Declaration benefitting Lenders without the prior written consent of the Lender(s) enjoying the benefit of such provisions. A Lender's consent to any such amendment shall be deemed given unless such Lender opposes such amendment by written notice to Club Owner delivered within sixty (60) days after Club Owner's delivery of such amendment to Lender by United States certified mail, return receipt requested, or professional overnight courier at the address for such Lender in its mortgage encumbering a Parcel or such other address provided by such Lender to Club Owner in writing.

Section 9. Termination of Club Declaration. Club Owner and TVC, as co-declarants under this Club Declaration, reserve the unilateral right to terminate this Club Declaration, in their sole and absolute discretion, in the following scenarios:

- (a) at any time prior to the completion of initial construction of the Club Facilities (as evidenced by issuance of a Certificate of Occupancy for such construction) and the Club opening for use by Members;
- (b) in the manner provided for in Article XIII of this Club Declaration in connection with casualty damage to the Club Facilities; or
- (c) in the manner provided for in Article XIV of this Club Declaration in connection with an eminent domain proceeding affecting the Club Property.

**The terms and conditions of this Club Declaration, and each Member's right to use the Club Facilities in the manner set forth herein (and related membership rights in and to the Club), and subject the aforementioned termination rights of Club Owner and TVC.**

Section 10. Severability. Invalidation of any of the provisions of this Club Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Club Declaration shall remain in full force and effect.

Section 11. Notices. Unless otherwise provided in this Club Declaration, any notice required to be sent to any person (including a trustee of a trust) or Business Entity under the provisions of this Club Declaration shall be deemed to have been properly sent when mailed, postpaid, or sent by electronic transmission to the last known address at the time of such mailing.

Section 12. Governing Law. The provisions of this Club Declaration shall be governed by applicable provisions of Florida law in effect as of the Effective Date.

Section 13. Headings. The headings within this Club Declaration are for convenience only and shall not be used to limit or interpret the terms hereof.

Section 14. Counterparts. This Club Declaration may be executed in counterparts.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the Club Owner has executed this Club Declaration this 13th day of January, 2017.

WITNESSES:

Benjamin E. Wilson  
Print Name: Benjamin E. Wilson

Charlene R. Spangler  
Print Name: Charlene R. Spangler

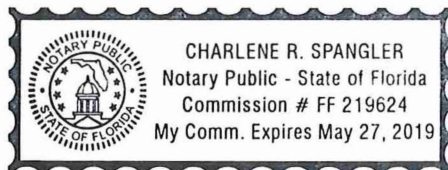
ADDISON VILLAGE CLUB, LLC,  
a Florida limited liability company

By: [Signature]  
Name: Stephen L. Johnson  
Title: President

Address: 7380 Murrell Road, Suite 201  
Viera, Florida 32940

STATE OF FLORIDA       )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 13th day of January, 2017 by Stephen L. Johnson, the President of Addison Village Club, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public: Florida  
Commission No.: FF219624  
My Commission Expires: 5/27/2019

(SIGNATURES CONTINUE ON THE FOLLOWING PAGES)



IN WITNESS WHEREOF, TVC has executed this Club Declaration this 13th day of January, 2017.

WITNESSES:

Benjamin E. Wilson  
Print Name: Benjamin E. Wilson

Charlene R. Spangler  
Print Name: Charlene R. Spangler

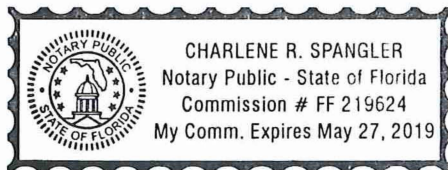
THE VIERA COMPANY,  
a Florida corporation

By: [Signature]  
Name: Stephen L. Johnson  
Title: President

Address: 7380 Murrell Road, Suite 201  
Viera, Florida 32940

STATE OF FLORIDA       )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 13th day of January, 2017 by Stephen L. Johnson, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public: Florida  
Commission No.: FF219624  
My Commission Expires: 5/27/2019

(JOINDER OF THE REMAINING SUBMITTING PARCEL OWNERS ARE ON THE  
FOLLOWING PAGES)

**JOINDER FOR A. DUDA & SONS, INC.**

Duda hereby joins in the execution of this Club Declaration for the purpose of submitting its respective real property that is a part of the Property, if any, to the terms and conditions of this Club Declaration.

WITNESSES:

Benjamin E. Wilson  
Print Name: Benjamin E. Wilson

Charlene R. Spangler  
Print Name: Charlene R. Spangler

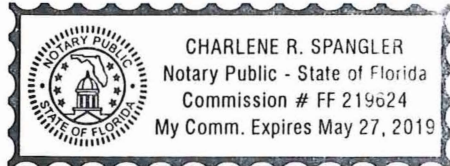
A. DUDA & SONS, INC.,  
a Florida corporation

By: [Signature]  
Name: Stephen L. Johnson  
Title: Corporate Vice President, Real Estate

Address: 7380 Murrell Road, Suite 202  
Viera, Florida 32940

STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 13th day of January, 2017 by Stephen L. Johnson, the Corporate Vice President, Real Estate, of A. Duda & Sons, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public: Florida  
Commission No.: FF 219624  
My Commission Expires: 5/27/2019

**JOINDER FOR VIERA BUILDERS, INC.**

VBI hereby joins in the execution of this Club Declaration for the purpose of submitting its respective real property that is a part of the Property to the terms and conditions of this Club Declaration.

WITNESSES:

Benjamin E. Wilson  
Print Name: Benjamin E. Wilson

Charlene R. Spangler  
Print Name: Charlene R. Spangler

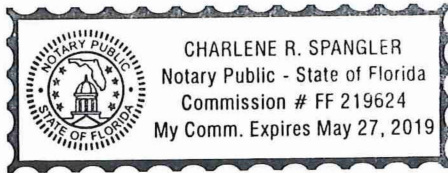
VIERA BUILDERS,  
a Florida corporation

By: [Signature]  
Name: Stephen L. Johnson  
Title: President

Address: 7380 Murrell Road, Suite 202  
Viera, Florida 32940

STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

The foregoing instrument was acknowledged before me on the 13th day of January, 2017 by Stephen L. Johnson, the President of Viera Builders, a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler  
Print Name: Charlene R. Spangler  
Notary Public: Florida  
Commission No.: FF219624  
My Commission Expires: 5/27/2019

**EXHIBIT "A-1"**  
**Legal Description of the Original Club Property**

**DESCRIPTION OF VILLAGE ONE, N-10, ADDISON VILLAGE AMENITY SITE**

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOREN COVE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 62, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S00°51'27"E, A DISTANCE OF 273.06 FEET, TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 15°07'52", A CHORD BEARING OF S08°25'23"E, AND A CHORD LENGTH OF 394.98 FEET), A DISTANCE OF 396.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 1325.00 FEET, A CENTRAL ANGLE OF 29°48'42", A CHORD BEARING OF S01°04'57"E, AND A CHORD LENGTH OF 681.66 FEET), A DISTANCE OF 689.41 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 100°06'48", A CHORD BEARING OF S63°52'48"W, AND A CHORD LENGTH OF 38.33 FEET), A DISTANCE OF 43.68 FEET TO A INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTH; THENCE ALONG SAID LINE S12°24'22"W, A DISTANCE OF 81.59 FEET TO THE POINT OF BEGINNING AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 85°45'58", A CHORD BEARING OF S23°33'43"E, AND A CHORD LENGTH OF 34.03 FEET), A DISTANCE OF 37.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 1575.00 FEET, A CENTRAL ANGLE OF 00°12'15", A CHORD BEARING OF S19°29'28"W, AND A CHORD LENGTH OF 5.61 FEET), A DISTANCE OF 5.61 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 1575.00 FEET, A CENTRAL ANGLE OF 17°42'54", A CHORD BEARING OF S10°31'54"W, AND A CHORD LENGTH OF 485.03 FEET), A DISTANCE OF 486.96 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHWEST; THENCE N79°59'39"W, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 213.21 FEET; THENCE S84°11'59"W, A DISTANCE OF 211.14 FEET; THENCE N04°00'20"W, A DISTANCE OF 252.58 FEET; THENCE N40°06'16"W, A DISTANCE OF 195.23 FEET; THENCE N19°41'47"W, A DISTANCE OF 100.69 FEET; THENCE N21°45'42"W, A DISTANCE OF 42.58 FEET; THENCE N11°12'09"W, A DISTANCE OF 177.77 FEET; THENCE N66°01'13"W, A DISTANCE OF 68.27 FEET; THENCE S89°54'53"W, A DISTANCE OF 349.34 FEET; THENCE N00°56'39"E, A DISTANCE OF 137.63 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1540.00 FEET, A CENTRAL ANGLE OF 06°31'11", A CHORD BEARING OF N88°14'33"E, AND A CHORD LENGTH OF 175.14 FEET), A DISTANCE OF 175.24 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 40°36'53", A CHORD BEARING OF S74°42'36"E, AND A CHORD LENGTH OF 569.17 FEET), A DISTANCE OF 581.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE

NORTHEAST, AND HAVING A RADIUS OF 2240.00 FEET, A CENTRAL ANGLE OF 12°04'41", A CHORD BEARING OF S60°26'30"E, AND A CHORD LENGTH OF 471.32 FEET), A DISTANCE OF 472.20 FEET TO THE POINT OF BEGINNING. CONTAINING 10.35 ACRES, MORE OR LESS.

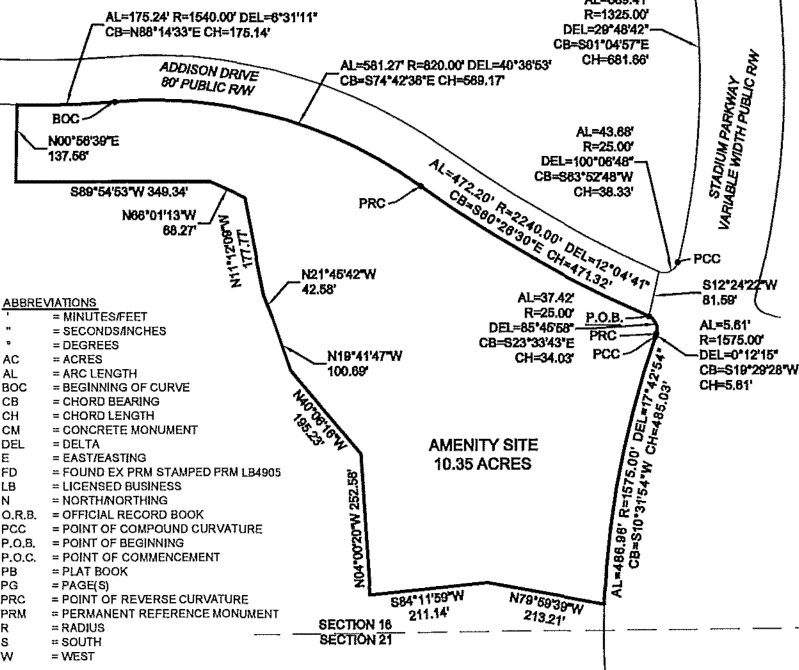
A SKETCH OF THE ABOVE-REFERENCED PROPERTY IS ON **SCHEDULE "A-1"** ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

**SCHEDULE "A-1"**  
**Sketch of the Original Club Property**

# SCHEDULE "A-1"

THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE

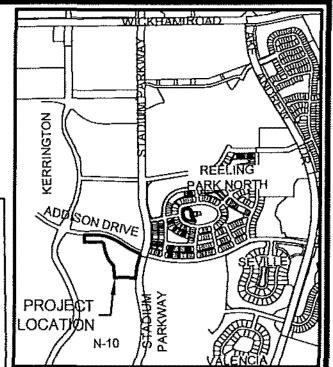
MATCHLINE SEE BELOW RIGHT



**ABBREVIATIONS**

AL	= ARC LENGTH
AC	= ACRES
BOC	= BEGINNING OF CURVE
CB	= CHORD BEARING
CH	= CHORD LENGTH
CM	= CONCRETE MONUMENT
DEL	= DELTA
E	= EAST/EASTING
FD	= FOUND EX PRM STAMPED PRM LB4905
LB	= LICENSED BUSINESS
N	= NORTH/NORTHING
O.R.B.	= OFFICIAL RECORD BOOK
PCC	= POINT OF COMPOUND CURVATURE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
PB	= PLAT BOOK
PG	= PAGE(S)
PRC	= POINT OF REVERSE CURVATURE
PRM	= PERMANENT REFERENCE MONUMENT
R	= RADIUS
S	= SOUTH
W	= WEST

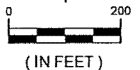
P.O.C.  
SOUTHEAST CORNER OF  
LOREN COVE AT  
ADDISON VILLAGE-PHASE 1  
PB 62, PG 62



**LOCATION MAP**  
N.T.S.

MATCHLINE SEE ABOVE LEFT

**VILLAGE ONE N-10  
ADDISON VILLAGE AMENITY SITE**



**B.S.E. CONSULTANTS, INC.**  
CONSULTING - ENGINEERING - LAND SURVEYING  
312 SOUTH HARBOR CITY BOULEVARD, SUITE 4 MELBOURNE, FL 32901  
PHONE: (321) 225-5874 FAX: (321) 723-1185  
CERTIFICATE OF BUSINESS AUTHORIZATION: 4903  
CERTIFICATE OF LAND SURVEYING BUSINESS AUTHORIZATION: LB0004505

DATE: 12/21/16  
DESIGN/DRAWN: LEH/SEB  
DRAWING# 11351\_100\_002  
PROJECT# 11351  
SHEET 2 OF 2



**EXHIBIT "A-2"**  
**Legal Description of the TVC Land**

DESCRIPTION OF VILLAGE 1 SKETCH PLAN:

A PARCEL OF LAND IN SECTIONS 7, 8, 15, 16, 17, 18, 20, 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF WICKHAM ROAD EXTENSION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGE 10, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING A POINT ON THE SOUTH LINE OF HERITAGE ISLE PHASE 1 AS RECORDED IN PLAT BOOK 50, PAGE 61, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND RUN S00°51'27"E ALONG THE WEST LINE OF SAID WICKHAM ROAD EXTENSION, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID WICKHAM ROAD EXTENSION; THENCE N89°08'33"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF WICKHAM ROAD, A DISTANCE OF 2225.96 FEET TO THE NORTHWEST CORNER OF WATER'S EDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 78, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°35'21"W ALONG THE WEST LINE OF SAID WATER'S EDGE AND ALONG THE WEST LINE OF WATERSONG AT VIERA, (AS PER PLAT BOOK 57, PAGE 60, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) A DISTANCE OF 829.76 FEET TO THE NORTHWEST CORNER OF WATERSONG SOUTH AT VIERA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 3, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE S00°35'21"W ALONG THE WEST LINE OF SAID WATERSONG SOUTH AT VIERA A DISTANCE OF 640.68 FEET TO THE SOUTHWEST CORNER OF SAID WATERSONG SOUTH AT VIERA; THENCE N89°08'33"E, ALONG THE SOUTH LINE OF SAID WATERSONG SOUTH AT VIERA AND IT'S EASTERLY EXTENSION THEREOF, A DISTANCE OF 3012.02 FEET TO THE NORTHWEST CORNER OF TRACT A, STADIUM PARKWAY PHASE 3 (AS PER ROAD PLAT BOOK 2, PAGE 5, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE S00°51'27"E A DISTANCE OF 40.00 FEET; THENCE N89°08'33"E A DISTANCE OF 40.00 FEET; THENCE S00°51'27"E A DISTANCE OF 318.85 FEET TO THE SOUTHWEST CORNER OF SAID STADIUM PARKWAY PHASE 3; THENCE N89°08'33"E A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID STADIUM PARKWAY PHASE 3; THENCE N00°51'27"W ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STADIUM PARKWAY PHASE 3, A DISTANCE OF 151.95 FEET TO THE SOUTHWESTERLY CORNER OF IVANHOE DRIVE AND VIDINA DRIVE (AS PER ROAD PLAT BOOK 2, PAGE 39, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA) AND A CUSP OF CURVE; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID IVANHOE DRIVE AND VIDINA DRIVE, THE FOLLOWING 20 (TWENTY) COURSES AND DISTANCES:

1) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; 2) THENCE N63°19'07"E A DISTANCE OF 220.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 3) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 25°49'26"), A DISTANCE OF 101.41 FEET TO THE END OF SAID CURVE; 4) THENCE N89°08'33"E A DISTANCE OF 22.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 5) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 115°49'26"), A DISTANCE OF 50.54 FEET TO THE END OF SAID CURVE; 6) THENCE N26°40'53"W A DISTANCE OF 279.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 7) THENCE



ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 58°04'48", A CHORD LENGTH OF 24.27 FEET AND A CHORD BEARING OF N55°43'17"W), A DISTANCE OF 25.34 FEET TO A CUSP OF CURVE; 8) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 06°05'46", A CHORD LENGTH OF 23.93 FEET AND A CHORD BEARING OF S87°48'34"E), A DISTANCE OF 23.94 FEET TO THE END OF SAID CURVE; 9) THENCE N89°08'33"E A DISTANCE OF 925.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 10) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 19°42'47"), A DISTANCE OF 266.64 FEET TO THE END OF SAID CURVE; 11) THENCE N69°25'46"E A DISTANCE OF 240.26 FEET TO A CUSP OF CURVE; 12) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 99°02'06", A CHORD LENGTH OF 38.03 FEET AND A CHORD BEARING OF S19°54'43"W), A DISTANCE OF 43.21 FEET TO THE END OF SAID CURVE; 13) THENCE S29°36'20"E A DISTANCE OF 98.46 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; 14) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 06°02'07"), A DISTANCE OF 50.04 FEET TO A POINT OF COMPOUND CURVATURE; 15) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 101°34'25"), A DISTANCE OF 44.32 FEET TO A POINT OF COMPOUND CURVATURE; 16) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 820.00 FEET, A CENTRAL ANGLE OF 17°12'40", A CHORD LENGTH OF 245.40 FEET AND A CHORD BEARING OF N34°10'47"E), A DISTANCE OF 246.32 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHEAST; 17) THENCE S64°25'33"E A DISTANCE OF 70.00 FEET; 18) THENCE N25°34'27"E A DISTANCE OF 202.27 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; 19) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 42°37'05"), A DISTANCE OF 119.01 FEET TO A POINT OF COMPOUND CURVATURE; 20) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°27'45", A CHORD LENGTH OF 35.19 FEET AND A CHORD BEARING OF S67°04'36"E), A DISTANCE OF 39.04 FEET TO A POINT OF REVERSE CURVATURE AND THE WEST RIGHT-OF-WAY LINE OF LAKE ANDREW DRIVE, (A 150 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE ALONG THE ARC OF SAID CURVED WEST RIGHT-OF-WAY LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2075.00 FEET, A CENTRAL ANGLE OF 9°38'42", A CHORD LENGTH OF 348.89 FEET AND A CHORD BEARING OF S27°10'05"E), A DISTANCE OF 349.30 FEET TO THE END OF SAID CURVE; THENCE A S31°59'26"E A DISTANCE OF 1061.84 FEET TO THE NORTHEAST CORNER OF TRAFFORD CORNERS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 91, PUBLIC RECORDS OF BREVARD COUNTY; THENCE S89°08'33"W, ALONG NORTH LINE OF SAID TRAFFORD CORNERS, A DISTANCE OF 590.76 FEET TO THE NORTHWEST CORNER OF SAID TRAFFORD CORNERS; THENCE S00°51'24"E, ALONG THE WEST LINE OF SAID TRAFFORD CORNERS, A DISTANCE OF 401.50 FEET TO THE SOUTHWEST CORNER OF SAID TRAFFORD CORNERS AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF TRAFFORD DRIVE, (A 100 FOOT WIDE PUBLIC RIGHT-OF-WAY); THENCE S89°08'33"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 70.79 FEET TO THE NORTHWEST CORNER OF SAID TRAFFORD DRIVE, ACCORDING TO THE PLAT OF TRAFFORD WEST, AS RECORDED IN PLAT BOOK 51, PAGE 54, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S00°51'27"E, ALONG THE WEST LINE OF SAID

TRAFFORD DRIVE, A DISTANCE OF 100.00 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N89°08'33"E, ALONG THE SOUTH LINE OF SAID TRAFFORD DRIVE, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF TRACT A OF SAID TRAFFORD WEST; THENCE S00°51'27"E, ALONG THE WEST LINE OF SAID TRACT A, A DISTANCE OF 898.20 FEET TO THE SOUTHWEST CORNER OF SAID TRAFFORD WEST; THENCE ALONG THE SOUTH LINE OF SAID TRAFFORD WEST THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES:

1) N89°08'33"E A DISTANCE OF 725.22 FEET; 2) THENCE N00°51'27"W A DISTANCE OF 242.81 FEET; 3) THENCE N35°10'57"E A DISTANCE OF 136.27 FEET; 4) THENCE N89°08'33"E A DISTANCE OF 217.69 FEET TO THE SOUTHEAST CORNER OF TRACT C OF SAID TRAFFORD WEST AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 3025.00 FEET, A CENTRAL ANGLE OF 01°51'26", A CHORD LENGTH OF 98.06 FEET AND A CHORD BEARING OF N12°33'47"W), A DISTANCE OF 98.06 FEET TO THE SOUTHWEST CORNER OF TRACT H-1, VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1-3, PHASE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 22, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY LINE OF SAID VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1-3, PHASE 5, THE FOLLOWING 2 (TWO) COURSES AND DISTANCES: 1) N76°30'35"E, A DISTANCE OF 326.63 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; 2) THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 47°24'20", A CHORD LENGTH OF 602.99 FEET AND A CHORD BEARING OF N40°22'47"E) A DISTANCE OF 620.54 FEET TO THE SOUTHEAST CORNER OF TRACT J, OF SAID VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1-3, PHASE 5, AND A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 39°31'10", A CHORD LENGTH OF 131.85 FEET AND A CHORD BEARING OF S05°14'51"W), A DISTANCE OF 134.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39°18'18", A CHORD LENGTH OF 33.63 FEET AND A CHORD BEARING OF S05°21'17"W), A DISTANCE OF 34.30 FEET TO THE END OF SAID CURVE; THENCE S14°17'52"E A DISTANCE OF 287.62 FEET; THENCE N75°13'39"E A DISTANCE OF 717.10 FEET; THENCE N14°30'59"W A DISTANCE OF 253.23 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 33°08'08", A CHORD LENGTH OF 427.72 FEET AND A CHORD BEARING OF S44°55'31"E), A DISTANCE OF 433.74 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE NORTHEAST; THENCE N61°38'33"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 86.02 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 95, (AS PER CIRCUIT COURT BOOK 53, PAGE 359, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE S14°30'59"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 3315.43 FEET; THENCE S75°29'01"W A DISTANCE OF 2318.89 FEET; THENCE N73°39'27"W A DISTANCE OF 786.63 FEET; THENCE S16°20'33"W A DISTANCE OF 1232.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 2340.00 FEET, A CENTRAL ANGLE OF 37°25'29", A CHORD LENGTH OF 1501.43 FEET AND A CHORD BEARING OF S02°22'12"E), A DISTANCE OF 1528.46 FEET TO THE END OF SAID CURVE; THENCE S21°04'57"E A DISTANCE OF 275.84 FEET; THENCE N68°55'03"E, A DISTANCE OF 35.00 FEET; THENCE S21°04'57"E, A DISTANCE OF 210.25 FEET TO THE

BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE LEFT, AND HAVING A RADIUS OF 2077.83 FEET, A CENTRAL ANGLE OF 19°58'50", A CHORD BEARING OF S 31°04'22" E, AND A CHORD LENGTH OF 720.93 FEET), A DISTANCE OF 724.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 2701.21 FEET, A CENTRAL ANGLE OF 41°18'23", A CHORD BEARING OF S 20°24'35" E, AND A CHORD LENGTH OF 1905.49 FEET), A DISTANCE OF 1947.39 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2738.35 FEET, A CENTRAL ANGLE OF 7°30'29", A CHORD BEARING OF S 03°30'38" E, AND A CHORD LENGTH OF 358.57 FEET), A DISTANCE OF 358.83 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 3370.00 FEET, A CENTRAL ANGLE OF 22°32'50", A CHORD BEARING OF S 04°00'33" W, AND A CHORD LENGTH OF 1317.64 FEET), A DISTANCE OF 1326.18 FEET TO THE END OF SAID CURVE; THENCE S 15°16'58" W, A DISTANCE OF 407.12 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 2760.00 FEET, A CENTRAL ANGLE OF 25°24'59", A CHORD BEARING OF N 79°34'38" W, AND A CHORD LENGTH OF 1214.32 FEET), A DISTANCE OF 1224.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTH, AND HAVING A RADIUS OF 4679.00 FEET, A CENTRAL ANGLE OF 14°21'28", A CHORD BEARING OF N 74°02'52" W, AND A CHORD LENGTH OF 1169.44 FEET), A DISTANCE OF 1172.50 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2009.00 FEET, A CENTRAL ANGLE OF 96°13'03", A CHORD BEARING OF N 33°07'05" W, AND A CHORD LENGTH OF 2991.05 FEET), A DISTANCE OF 3373.74 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 1904.00 FEET, A CENTRAL ANGLE OF 32°12'12", A CHORD BEARING OF N 01°06'39" W, AND A CHORD LENGTH OF 1056.12 FEET), A DISTANCE OF 1070.15 FEET TO THE END OF SAID CURVE; THENCE N17°12'45"W A DISTANCE OF 958.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1950.00 FEET, A CENTRAL ANGLE OF 24°37'30", A CHORD LENGTH OF 831.65 FEET AND A CHORD BEARING OF N29°31'30"W), A DISTANCE OF 838.08 FEET TO THE END OF SAID CURVE; THENCE N41°50'15"W A DISTANCE OF 582.34 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1905.00 FEET, A CENTRAL ANGLE OF 44°27'58", A CHORD LENGTH OF 1441.60 FEET, AND A CHORD BEARING OF N64°04'14"W), A DISTANCE OF 1478.43 FEET TO THE END OF SAID CURVE; THENCE N86°18'12"W A DISTANCE OF 2105.68 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2795.00 FEET, A CENTRAL ANGLE OF 36°19'59", A CHORD LENGTH OF 1742.84 FEET AND A CHORD BEARING OF N68°08'13"W), A DISTANCE OF 1772.39 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1485.00 FEET, A CENTRAL ANGLE OF 46°09'08", A CHORD LENGTH OF 1164.10 FEET AND A CHORD BEARING OF N26°53'40"W), A DISTANCE OF 1196.18 FEET TO A NON-TANGENT INTERSECTION WITH THE SOUTH LINE OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 36 EAST; THENCE S89°10'23"W, ALONG SAID SOUTH LINE, A DISTANCE OF 221.89 FEET TO THE SOUTHWEST CORNER OF SAID SECTION

17; THENCE N89°09'31"W A DISTANCE OF 100.30 FEET TO THE WEST LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 97, PAGE 646, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N00°25'33"W, ALONG SAID WEST LINE, A DISTANCE OF 3957.35 FEET TO THE SOUTHEAST CORNER OF THE BREVARD COUNTY WASTEWATER TREATMENT PLANT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2951, PAGE 1574, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE CONTINUE N00°25'33"W, ALONG THE EAST LINE OF SAID BREVARD COUNTY WASTEWATER TREATMENT PLANT AND ITS NORTHERLY EXTENSION THEREOF, A DISTANCE OF 1390.88 FEET; THENCE N89°08'33"E A DISTANCE OF 1857.17 FEET TO THE POINT OF BEGINNING. CONTAINING 2,151.35 ACRES, MORE OR LESS.

**LESS AND EXCEPT THE FOLLOWING PROPERTY:**

- (1) THE ORIGINAL CLUB PROPERTY MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A-1"** OF THIS CLUB DECLARATION;
- (2) THE VBI LOTS MORE PARTICULARLY DESCRIBED IN **EXHIBIT "A-3"** OF THIS CLUB DECLARATION; AND
- (3) THE REAL PROPERTY MORE PARTICULARLY DESCRIBED IN **EXHIBIT "B"** OF THIS CLUB DECLARATION AS A PART OF THE EXCLUDED PROPERTY.

**(\*\*) NOTE (\*\*):**

**A PORTION OF THE OVERALL ABOVE-DESCRIBED TVC LAND HAS BEEN PLATTED BY TVC AS OF THE EFFECTIVE DATE. BELOW IS A DESCRIPTION OF THAT PLATTED LAND, WHICH IS BEING PROVIDED AS A COURTESY TO AID IN THE UNDERSTANDING (AND RELATED TITLE SEARCH) OF THE TVC LAND:**

ALL LOTS AND TRACTS IN KERRINGTON AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 83, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

ALL LOTS AND TRACTS IN LOREN COVE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGE 62, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

ALL LOTS AND TRACTS IN REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

ALL LOTS AND TRACTS IN TRASONA AT ADDISON VILLAGE – PHASES 1 AND 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

ALL LOTS AND TRACTS IN TRASONA AT ADDISON VILLAGE – PHASE 3, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGE 48, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

ALL TRACTS OR PARCELS IN TRASONA AT ADDISON VILLAGE – PHASE 4, ACCORDING TO THE PLAT THEREOF RECORDED IN ROAD PLAT BOOK 3, PAGE 88, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND

ALL LOTS AND TRACTS IN VALENCIA AT ADDISON VILLAGE – PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGE 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**AS REFERENCED ABOVE IN THE OVERALL LEGAL DESCRIPTION OF THE TVC LAND, A PORTION OF THIS PLATTED LAND IS EXCLUDED FROM THE OVERALL LEGAL DESCRIPTION OF THE TVC LAND BECAUSE A PORTION OF THIS PLATTED LAND INCLUDES (1) THE VBI LOTS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A-3” OF THIS CLUB DECLARATION, AND (2) LOTS WITHIN THE SEVILLE NEIGHBORHOOD AREA THAT ARE A PART OF THE EXCLUDED PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT “B” OF THIS CLUB DECLARATION.**

**EXHIBIT "A-3"**  
**Legal Description of the VBI Lots**

THE VBI LOTS CONSIST OF THE FOLLOWING LOTS WITHIN ADDISON VILLAGE:

A. KERRINGTON:

THE FOLLOWING LOTS IN KERRINGTON AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 83, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, BLOCK A;  
LOTS 1, 3, 4, 5, 6, 7, 8, AND 9, BLOCK B;  
LOTS 9, 10, 11, AND 12, BLOCK C;  
LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, AND 15, BLOCK E; AND  
LOTS 1, 2, 3, AND 4, BLOCK J.

B. LOREN COVE:

THE FOLLOWING LOTS IN LOREN COVE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGE 62, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

LOTS 49, 50, 51, AND 52, BLOCK A;  
LOTS 1, 2, 3, AND 4, BLOCK B;  
LOTS 1, 2, 3, 4, 9, 10, 11, AND 12, BLOCK D;  
LOTS 25, 26, 27, AND 28, BLOCK E; AND  
LOTS 11 AND 12, BLOCK F.

C. REELING PARK:

THE FOLLOWING LOTS IN REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

LOTS 4, 5, 6, 7, AND 8, BLOCK GG.

D. TRASONA:

THE FOLLOWING LOTS IN TRASONA AT ADDISON VILLAGE – PHASES 1 AND 2, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 57, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, BLOCK A;  
LOTS 1, 2, AND 4, BLOCK B;  
LOTS 1, 2, 3, 4, 5, AND 6, BLOCK C;  
LOTS 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, AND 30, BLOCK E;  
LOTS 1, 2, 3, 4, AND 5, BLOCK F;  
LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14, BLOCK G;  
LOTS 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, AND 34, BLOCK H;  
LOTS 1, 2, 3, AND 4, BLOCK PP; AND

LOTS 18, 19, 20, 21, 22, 23, 24, 25, 26, AND 27, BLOCK QQ.

THE FOLLOWING LOTS IN TRASONA AT ADDISON VILLAGE – PHASE 3,  
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGE 48, OF  
THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA:

LOT 10, BLOCK MM;

LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, AND 20, BLOCK OO;

LOTS 5, 6, 7, 8, 9, AND 10, BLOCK PP; AND

LOTS 10, 11, 12, 13, 14, 15, AND 16, BLOCK QQ.

**EXHIBIT "B"**  
**Legal Descriptions**  
**of**  
**Neighborhood Areas and Lots Comprising a part of the Excluded Property**

**1. Legal Description of the Strom Park Neighborhood Area:**

A PARCEL OF LAND IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "I", VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1 - 3, PHASE 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGE 52, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND RUN S61°38'33"W, ALONG THE SOUTH LINE OF SAID TRACT "I", A DISTANCE OF 86.02 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID SOUTH LINE OF TRACT "I", (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 33°08'08", A CHORD LENGTH OF 427.72 FEET AND A CHORD BEARING OF N44°55'31"W), A DISTANCE OF 433.74 FEET TO A NON-TANGENT INTERSECTION WITH THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 518, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S14°30'59"E, ALONG SAID EAST LINE, A DISTANCE OF 253.23 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 518; THENCE N51°13'39"W, ALONG THE SOUTH LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 518, A DISTANCE OF 717.70 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N14°17'52"W, ALONG THE WEST LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4568, PAGE 518, A DISTANCE OF 287.62 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WEST LINE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39°18'18", A CHORD LENGTH OF 33.63 FEET AND A CHORD BEARING OF N05°21'17"E), A DISTANCE OF 34.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WEST LINE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 39°31'10", A CHORD LENGTH OF 131.85 FEET AND A CHORD BEARING OF N05°14'51"E), A DISTANCE OF 134.50 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT AND THE SOUTHEAST CORNER OF TRACT "J", VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1 - 3, PHASE 5, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGE 22, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTHWESTERLY, ALONG THE ARC OF THE CURVED SOUTH LINE OF SAID VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1 - 3, PHASE 5, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 47°24'20", A CHORD LENGTH OF 602.99 FEET



AND A CHORD BEARING OF S40°22'47"W), A DISTANCE OF 620.54 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE SOUTHWEST; THENCE S76°30'35"W, ALONG SAID NON-TANGENT LINE AND CONTINUING ALONG THE SOUTH LINE OF SAID VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1 - 3, PHASE 5, A DISTANCE OF 326.63 FEET TO THE SOUTHWEST CORNER TRACT "H-1" OF SAID VIERA CENTRAL PUD, TRACT 12, UNIT 1, PARCELS 1 - 3, PHASE 5 AND A NON-TANGENT INTERSECTION WITH THE CURVED EAST LINE OF TRAFFORD WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 51, PAGE 54, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVED EAST LINE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 3025.00 FEET, A CENTRAL ANGLE OF 01°51'26", A CHORD LENGTH OF 98.06 FEET AND A CHORD BEARING OF S12°33'47"E), A DISTANCE OF 98.06 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE WEST; THENCE S89°08'33"W, ALONG SAID NON-TANGENT LINE AND ALONG THE SOUTHERLY LINE OF SAID TRAFFORD WEST, A DISTANCE OF 217.69 FEET; THENCE S35°51'05"W, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 136.27 FEET; THENCE S00°51'27"E, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 242.81 FEET; THENCE S89°08'33"W, CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 138.93 FEET; THENCE S48°26'16"W A DISTANCE OF 262.74 FEET; THENCE S17°22'57"W A DISTANCE OF 205.83 FEET; THENCE S39°53'42"E A DISTANCE OF 174.22 FEET; THENCE S08°03'50"E A DISTANCE OF 246.53 FEET; THENCE N81°39'32"E A DISTANCE OF 66.96 FEET; THENCE S08°20'28"E A DISTANCE OF 72.33 FEET; THENCE S82°14'24"E A DISTANCE OF 468.07 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST AND HAVING A RADIUS OF 3025.00 FEET, A CENTRAL ANGLE OF 04°27'27", A CHORD LENGTH OF 235.28 FEET AND A CHORD BEARING OF S14°06'49"W), A DISTANCE OF 235.33 FEET TO THE END OF SAID CURVE; THENCE S16°20'33"W A DISTANCE OF 1784.42 FEET; THENCE S73°39'27"E A DISTANCE OF 936.63 FEET; THENCE N75°29'01"E A DISTANCE OF 2318.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF INTERSTATE NUMBER 95 (STATE ROAD 9); THENCE N14°30'59"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 3315.43 FEET TO THE POINT OF BEGINNING. CONTAINING 204.64 ACRES, MORE OR LESS.

## **2. Legal Description of the Bridgewater at Viera Neighborhood Area:**

A PARCEL OF LAND IN SECTIONS 21, 27, AND 28, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 26 SOUTH, RANGE 36 EAST AND RUN N00°52'01"W, ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 2646.34 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 22; THENCE S87°30'11" W, A DISTANCE OF 1078.49 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE

ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°10'18", A CHORD BEARING OF N37°11'05"W, AND A CHORD LENGTH OF 35.10 FEET), A DISTANCE OF 38.91 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 1360.00 FEET, A CENTRAL ANGLE OF 18°16'02", A CHORD BEARING OF S89°05'45"W, AND A CHORD LENGTH OF 431.76 FEET), A DISTANCE OF 433.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1180.00 FEET, A CENTRAL ANGLE OF 52°04'52", A CHORD BEARING OF N73°59'50"W, AND A CHORD LENGTH OF 1036.05 FEET), A DISTANCE OF 1072.60 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2960.00 FEET, A CENTRAL ANGLE OF 21°23'59", A CHORD BEARING OF N58°39'24"W, AND A CHORD LENGTH OF 1099.13 FEET), A DISTANCE OF 1105.55 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHEAST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°54'36", A CHORD BEARING OF S67°11'19"W, AND A CHORD LENGTH OF 34.39 FEET), A DISTANCE OF 37.92 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHWEST, AND HAVING A RADIUS OF 2125.00 FEET, A CENTRAL ANGLE OF 24°25'44", A CHORD BEARING OF S35°56'53"W, AND A CHORD LENGTH OF 899.18 FEET), A DISTANCE OF 906.03 FEET TO THE END OF SAID CURVE; THENCE S48°09'45"W A DISTANCE OF 377.05 FEET TO BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 92°05'15", A CHORD BEARING OF S02°07'08"W, AND A CHORD LENGTH OF 35.99 FEET), A DISTANCE OF 40.18 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2135.00 FEET, A CENTRAL ANGLE OF 26°42'45", A CHORD BEARING OF S30°34'07"E, AND A CHORD LENGTH OF 986.39 FEET), A DISTANCE OF 995.38 FEET TO THE END OF SAID CURVE; THENCE S17°12'45"E A DISTANCE OF 958.33 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2089.00 FEET, A CENTRAL ANGLE OF 32°12'11", A CHORD BEARING OF S01°06'39"E, AND A CHORD LENGTH OF 1158.73 FEET), A DISTANCE OF 1174.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 1824.00 FEET, A CENTRAL ANGLE OF 96°13'03", A CHORD BEARING OF S33°07'05"E, AND A CHORD LENGTH OF 2715.62 FEET), A DISTANCE OF 3063.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 4864.00 FEET, A CENTRAL ANGLE OF 11°18'30", A CHORD BEARING OF S75°34'21"E, AND A CHORD LENGTH OF 958.45 FEET), A DISTANCE OF 960.01 FEET TO AN INTERSECTION WITH A NON-TANGENT LINE TO THE

NORTHEAST; THENCE N20°04'54"E, ALONG SAID NON-TANGENT LINE, A DISTANCE OF 850.28 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTH, AND HAVING A RADIUS OF 2010.07 FEET, A CENTRAL ANGLE OF 32°16'04", A CHORD BEARING OF S83°06'57"E, AND A CHORD LENGTH OF 1117.13 FEET), A DISTANCE OF 1132.03 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE WEST, AND HAVING A RADIUS OF 3185.00 FEET, A CENTRAL ANGLE OF 09°37'31", A CHORD BEARING OF N02°27'07"W, AND A CHORD LENGTH OF 534.43 FEET), A DISTANCE OF 535.06 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2923.35 FEET, A CENTRAL ANGLE OF 07°30'29", A CHORD BEARING OF N03°30'38"W, AND A CHORD LENGTH OF 382.80 FEET), A DISTANCE OF 383.07 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 2516.21 FEET, A CENTRAL ANGLE OF 41°18'23", A CHORD BEARING OF N20°24'35"W, AND A CHORD LENGTH OF 1774.99 FEET), A DISTANCE OF 1814.02 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 2262.83 FEET, A CENTRAL ANGLE OF 19°58'50", A CHORD BEARING OF N31°04'22"W, AND A CHORD LENGTH OF 785.12 FEET), A DISTANCE OF 789.11 FEET TO THE END OF SAID CURVE; THENCE N21°04'57"W, A DISTANCE OF 486.09 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, (SAID CURVE BEING CURVED CONCAVE TO THE EAST, AND HAVING A RADIUS OF 2490.00 FEET, A CENTRAL ANGLE OF 28°29'01", A CHORD BEARING OF N06°50'26"W, AND A CHORD LENGTH OF 1225.15 FEET), A DISTANCE OF 1237.86 FEET TO THE POINT OF BEGINNING. CONTAINING 408.83 ACRES, MORE OR LESS.

**3. Legal Description of the Seville Neighborhood Area:**

LOTS 1KK-31 KK, INCLUSIVE, LOTS 1LL-18LL, INCLUSIVE, AND TRACTS D, E1, E2, E3, E4, F, G, H, I, J, AND P, OF REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**4. Legal Description of Miscellaneous Lots within Neighborhood Areas:**

LOT 2, BLOCK B, IN KERRINGTON AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 83, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; AND

LOT 1, BLOCK GG, IN REELING PARK NORTH AND SEVILLE AT ADDISON VILLAGE-PHASE 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 61, PAGE 37, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.