

Prepared by and return to:  
Tyrone T. Bongard, Esq.  
Gunster, Yoakley & Stewart, P.A.  
Phillips Point  
777 South Flagler Drive, Suite 500  
West Palm Beach, FL 33401

**FIRST AMENDMENT  
TO  
CLUB GRANDE OAKS CLUB PLAN**

THIS FIRST AMENDMENT TO CLUB GRANDE OAKS CLUB PLAN (this "Amendment"), is made as of this 23<sup>rd</sup> day of May, 2017, by **GRANDE OAKS CLUB LLC**, a Florida limited liability company ("Club Owner").

RECITALS:

**WHEREAS**, that certain Club Grande Oaks Club Plan was recorded August 2, 2007 in Official Records Book 6778, Page 122, of the Public Records of Seminole County, Florida (the "Club Plan") (all initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Club Plan);

**WHEREAS**, Club Owner is the owner of the Club Property and has all rights and privileges as the Club Owner pursuant to the Club Plan;

**WHEREAS**, Section 26 of the Club Plan provides that Club Owner shall have the right to amend the Club Plan without the joinder or consent of any person or entity whatsoever; and

**WHEREAS**, Club Owner desires to amend the Club Plan as more particularly provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Club Owner does hereby amend the Club Plan as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Club Property**. The first sentence of the definition of "Club Property" in Section 1 of the Club Plan is hereby amended as follows (additions are shown as double underline, deletions are shown as ~~strike through~~):

**"Club Property"** shall initially mean ~~the real property described on Exhibit A attached hereto and made a part hereof Tract X, of GRANDE OAKS AT HEATHROW, according to the Plat thereof,~~

recorded in Plat Book 71, Page 47, of the Public Records of Seminole County, Florida.”

3. **Club Contribution Fund.** The first sentence of Section 7, **Club Contribution Fund**, of the Club Plan is hereby amended as follows (additions are shown as double underline, deletions are shown as ~~strikethrough~~):

“There shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing a working contribution (“**Club Contribution**”) in the amount of ~~two (2)~~ three (3) months’ Club Dues per Home.”

4. **Resolution of Disputes.** Section 23 of the Club Plan is hereby deleted in its entirety and replaced with the following:

“23. Mandatory Binding Arbitration of Disputes Between Member and Club Owner.

(a) General. All disputes, actions, claims, or controversies between a Member and Club Owner arising out of or relating to: (i) the use, condition, design, or construction of all or any portion of the Club Property, (ii) the management and operation of the Club, including the administration of this Club Plan, or (iii) any other agreements, duties or liabilities as between Club Owner and Member including disputes which allege strict liability, negligence or breach of implied, express or statutory warranties (each of the foregoing being a “Dispute”), shall be submitted for resolution by binding arbitration to the American Arbitration Association (www.adr.org) (“AAA”) in accordance with this Section 23. Notwithstanding the foregoing, a Dispute shall not include any disagreement that primarily involves the collection and enforcement of Club Dues levied against a Member.

NOTWITHSTANDING THE FOREGOING, CLAIMS RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS SECTION 23 WILL NOT BE SUBJECT TO ARBITRATION.

(b) Arbitration Procedures. The arbitration will take place in the county where the Club is located. The arbitration will be conducted under the Commercial Arbitration Rules of the AAA. A single arbitrator will be used. Club Owner shall provide a list of at least five (5) AAA arbitrators and the Member shall select the arbitrator from such list. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect the parties’ information and other confidential or proprietary information. The arbitrator will make any award in

writing but need not provide a statement of reasons unless requested by a party. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and reasonable attorneys' fees and costs incurred in connection with the proceedings. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Club Property is located.

If there is a conflict between this Section 23 and the Commercial Arbitration Rules of the AAA, this Section 23 shall govern. If the AAA will not administer a proceeding under this Section 23 as written, it cannot serve as an arbitration organization. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under Section 23 as written. If there is a conflict between this Section 23 and this Club Plan, or any document contemplated to be executed in conjunction herewith, this Section 23 shall govern.

(c) Choice of Law and Scope of Arbitrator's Authority. The Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") shall govern Section 23. Interpretation and application of these procedures shall conform to federal court rulings interpreting and applying the FAA. References to state law shall not be construed as a waiver of any rights of the parties under the FAA or the right of the parties to have the procedures set forth in Section 23 interpreted and enforced under the FAA. However, to the extent necessary, and whenever such laws are not in conflict with other provisions of Section 23, the arbitrator shall apply the laws of the state in which the Club is located. The arbitrator's award may be enforced in any court of competent jurisdiction.

(d) WAIVER OF JURY TRIAL. WHETHER IN COURT OR IN ARBITRATION, THE CLUB OWNER AND MEMBER AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY AND ALL RIGHTS TO A JURY TRIAL. THESE WAIVERS ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY. THIS WAIVER OF JURY TRIAL SHALL ALSO APPLY TO ANY ACTION ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CLUB PLAN, BUT NOT SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THIS SECTION 23.

(e) DISPUTES TO BE RESOLVED INDIVIDUALLY. MEMBERS AND CLUB OWNER KNOWINGLY WAIVE ANY RIGHT TO PARTICIPATE IN ANY LITIGATION OR

ARBITRATION OF ANY DISPUTE ON A CLASS, CONSOLIDATED, JOINT, OR REPRESENTATIVE BASIS (INCLUDING IN ANY PRIVATE ATTORNEY GENERAL CAPACITY).

(f) Severability. If any clause within Section 23 is found to be illegal or unenforceable, that clause will be severed from it, and the remainder of Section 23 will be given full force and effect.

(g) Amendment. Without limiting the generality of this Section 23 hereof, this Section 23 shall not be added to, amended, or deleted without the prior written consent of the Club Owner.

(h) Interpretation. For purposes of Section 23(a), the term “**Club Owner**”, in addition to the definition found in Section 1, shall include the following: any director, officer, partner, member, manager, employee, agent, authorized signatory, or representative of the Club Owner, any parent, subsidiary, or affiliate of the Club Owner (other than an affiliated mortgage lender), and any contractor, subcontractor, consultant, design professional, engineer, or supplier who provided labor, services, or materials.”

5. **Effective Date; Effect of Amendment**. This Amendment shall become effective upon its recordation in the Public Records of Seminole County, Florida. Except as modified or amended by this Amendment, the terms and provisions of the Club Plan are hereby ratified and confirmed and shall be in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Club Plan, the terms of this Amendment shall control.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Club Owner has executed this Amendment, effective as of the day and year first above written.

WITNESSES:

GRAND OAKS CLUB LLC, a Florida limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

By: [Signature]  
William Johnson, Manager

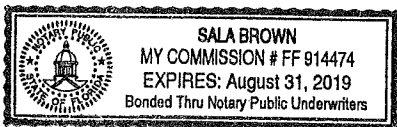
[Signature]  
Print Name: Lane A. Mah

[Signature]  
Print Name: SALA BROWN

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 23rd day of May, 2017 by William Johnson, as Manager of The Kolter Group LLC, a Florida limited liability company, which is Manager of GRAND OAKS CLUB LLC, a Florida limited liability company, on behalf of said companies, and who is  personally known to me or [ ] has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Notary: [Signature]  
Print Name: SALA BROWN  
Notary Public, State of Florida  
My commission expires: 8/31/2019