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BRIGHTWATER CLUB

CLUB PLAN

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BRIGHTWATER CLUB**CLUB PLAN**

BRIGHTWATER CLUB, LLC, a Delaware limited liability company (the "**Club Owner**"), is presently the record title owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**"). The Club Property is located within the real property described on **Exhibit B** attached hereto and made a part hereof (such real property being referred to herein as "**BRIGHTWATER**"). NORTH BROOK HOLDINGS, LLC, a Florida limited liability company (the "**Declarant**") is presently the record title owner of BRIGHTWATER and by its joinder to this Club Plan, together with the Club Owner, hereby declares the real property comprising BRIGHTWATER shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan.

THE BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION (THE "**ASSOCIATION**") AND EACH RECORD TITLE OWNER OF ANY INTEREST IN BRIGHTWATER SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. ALTHOUGH THIS CLUB PLAN IS AN EXHIBIT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC. (THE "**DECLARATION**"), THE DECLARATION IS SUBORDINATE AND INFERIOR TO THIS CLUB PLAN AND EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, ACKNOWLEDGES AND AGREES THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNER'S ASSOCIATION OR CLUB ASSOCIATION AND THIS CLUB PLAN IS NOT GOVERNED BY THE HOMEOWNERS' ASSOCIATION ACT, CHAPTER 720, FLORIDA STATUTES (THE "**HOMEOWNERS ASSOCIATION ACT**"). IN THE EVENT OF ANY CONFLICT BETWEEN THIS CLUB PLAN AND THE DECLARATION, THIS CLUB PLAN SHALL CONTROL.

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

"**Assessments**" shall mean any and all assessments and charges levied by the Association in accordance with the Declaration. The term "Assessments" shall not refer to the Club Membership Fee, Club Dues and/or any other charges levied pursuant to this Club Plan.

"**BRIGHTWATER**" shall initially mean the real property described on **Exhibit B** attached hereto and made a part hereof, subject to additions and deletions thereto as permitted pursuant to the terms of the Declaration and this Club Plan. The definition of "BRIGHTWATER" shall be automatically amended to include land added to the real property described on **Exhibit "A"** of the Declaration as permitted pursuant to the terms of the Declaration. Further, this Club Plan may be amended from time to time pursuant to Section 8 of this Club Plan in order to subject additional real property to the restrictions, covenants, terms and conditions set forth in this Club Plan.

"**Club**" shall refer to "BRIGHTWATER CLUB," which is generally an association of Persons that have been offered use of the Club Property by the Club Owner, subject to the terms of the Club Documents. Wherever the context so requires, the use the term "Club" also may refer to the Club Property.

"**Club Documents**" shall mean all of the membership materials, agreements and documents governing use of the Club Property, as amended, restated or supplemented by the Club Owner from time to time and includes, without limitation, this Club Plan, the Membership Plan, and the Club Rules and Regulations.

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

"Club Facilities" shall mean the facilities, improvements and personal property located within the Club Property that Club Owner shall have actually constructed and/or made available to Resident Members pursuant to this Club Plan and the other Club Documents, including without limitation, the Metro Lagoon. The Club Facilities shall specifically exclude those areas of the Club Property that are not designated as available to Resident Members pursuant to this Club Plan or any other of the Club Documents. The Club Owner will endeavor to specifically identify (by signage, physical boundaries, or other means) the areas of the Club Property that are not accessible to Members, but such identification shall not be required. In the event the Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities accessible to the Members, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB FACILITIES ARE NOT COMMON PROPERTY (AS DEFINED IN THE DECLARATION) OR COMMON AREA (AS DEFINED IN THE HOMEOWNERS ASSOCIATION ACT) OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA.

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

"Club Membership Fee" shall mean the fees to be paid to Club Owner by each Resident Member pursuant to the provisions of Section 6.1 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Homeowners Association Act.

"Club Owner" shall mean the record title owner of the real property comprising the Club Property and any of its designees, successors and assigns who receive a written assignment of some or all of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment, the assignee shall not be deemed the "Club Owner" but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, BRIGHTWATER CLUB, LLC, a Delaware limited liability company is the Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club Property).

"Club Plan" shall mean this Club Plan for Brightwater Club, together with all exhibits, schedules, amendments and modifications hereto.

"Club Property" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof subject to additions and deletions made by Club Owner from time to time. The Club Property may be comprised of one or more parcels of land that may not be connected or adjacent to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT COMMON PROPERTY OR COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS COMMON PROPERTY OR COMMON AREA.

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

"Declaration" shall mean the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., to be recorded in the Public Records of Lee County, Florida, as may be subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein. THE DECLARATION SHALL BE JUNIOR AND SUBORDINATE TO THIS CLUB PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE DECLARATION AND THIS CLUB PLAN, THIS CLUB PLAN SHALL CONTROL.

"Family" means one natural person or not more than two (2) natural persons who customarily reside and live together and otherwise hold themselves out as a family unit, and their unmarried children

under the age of twenty-five (25) whose legal residence is a Dwelling or, in the case of a Non-Resident Membership, the legal residence of the Non-Resident Member. The decision as to whether two (2) natural persons reside and constitute a qualifying family unit shall be determined by the Club Owner in its sole and absolute discretion. Once designated and accepted by the Club Owner as a qualifying Family, no change in natural persons so constituting the qualifying Family may be made except for one (1) time in any calendar year and no more than three (3) times in any constituent family member's lifetime, but in all events such change in the Family shall be subject to the Club Owner's written approval in its sole and absolute discretion. If a Lot is owned by two (2) or more natural persons who are not a part of "Family" as described above, or by an Person which is not a natural person, the Owner of the Lot shall be required to select and designate one (1) Family to utilize the Resident Membership. Club Owner may restrict the frequency of changes in such designation when there is no change in ownership of the Lot. Resident Members and their Family shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan and the other Club Documents, subject to payment of all applicable Club Dues.

"Guest" means any natural person who is permitted access to the Club Property at the invitation of a Member.

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

"Lessee" shall mean the lessee named in any written lease respecting a Dwelling who is legally entitled to possession of any Dwelling within BRIGHTWATER. A Resident Member and their Lessee shall be jointly and severally liable for all Club Dues.

"Member" shall mean (i) every Resident Member, and (ii) every Non-Resident Member. An Owner (other than a Builder) shall continue to be a Resident Member until such Person ceases to be an Owner. Once an Owner leases a Dwelling, only the Lessee shall be entitled to exercise the privileges of a Resident Member with respect to such Dwelling; however, the Resident Member and Lessee shall be jointly and severally liable for all Club Dues. Club Owner may provide access to the Club Facilities to non-Members upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion. Club Owner may establish qualification requirements, fees and dues for non-Members to have access to and use of the Club Facilities.

"Membership Plan" shall mean the document prepared by or on behalf of the Club Owner that describes the terms and conditions of Members' membership interests in the Club. The Membership Plan need not be recorded in the Public Records in order to be effective. Club Owner may establish classes or categories of membership, as set forth in the Membership Plan, in which case the term "Member" shall include all such classes or categories unless specifically provided otherwise in the Membership Plan. Nothing in this Club Plan requires the creation of a Membership Plan by the Club Owner, and this Club Plan and the terms and conditions provided herein may continue without a Membership Plan for the Club.

"Metro Lagoon" shall mean the portion of the Club Property that is consistently submerged in or under water, which shall be owned and operated by the Club Owner. Resident Members shall have use of the Metro Lagoon as a benefit of their Resident Membership.

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

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

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

the Club Owner, which amounts may be equal to or different than the amounts payable by Resident Members. Non-Resident Memberships may be issued on a recallable basis, as determined by the Club Owner from time to time.

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

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

"Public Records" shall mean the Public Records of Lee County, Florida.

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

"Resident Membership" shall mean a membership in the Club held by a Resident Member which provides for physical access and use of the Club Facilities in accordance with the Club Documents. There shall be only one (1) Resident Membership per Lot.

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

2. **Club Offering.** The Association and each Resident Member, by acceptance of title to a Lot, ratify and confirm this Club Plan and agree as follows:

2.1 **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with BRIGHTWATER and shall be binding on each Resident Member and such Resident Member's successors in title and assigns. Every portion of BRIGHTWATER that can be improved with a Lot shall be burdened with the payment of Club Dues. Every Resident Member, by acceptance of a deed to any Lot, shall automatically assume and agree to pay all Club Dues owing in connection with such Lot. Subject to the Club Owner's right to amend this Club Plan, the covenants, conditions and restrictions of this Club Plan shall run with and bind BRIGHTWATER and shall inure to the benefit of and be enforceable by the Club Owner, its successors in title and permitted assigns, for a term of twenty-five (25) years from the date this Club Plan is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Club Plan shall be automatically extended for successive periods of ten (10) years unless terminated by Club Owner.

2.2 **Value.** By acceptance of a deed to a Lot, each Resident Member acknowledges the automatic mandatory membership in the Club granted to Resident Members renders ownership of a Dwelling in BRIGHTWATER more valuable than it would be otherwise. All Resident Members and Club Owner agree the provisions and enforceability of this Club Plan are mutually beneficial. Each Resident Member acknowledges Club Owner is initially investing substantial sums of money and time in developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner. Each Resident Member agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan.

2.3 Product Purchased. There were significant other housing opportunities available to each Resident Member in the general location of BRIGHTWATER. The Lot together with the rights to utilize the Club Facilities were material in each Resident Member's decision to purchase a Lot in BRIGHTWATER and were, for the purposes of this Club Plan, a "single product." Each Resident Member understands the Club Plan is an integral part of BRIGHTWATER. Full disclosure of the nature of the Club and obligations associated therewith was made to each Resident Member prior to or upon the Resident Member executing a contract to purchase a Lot and each Resident Member has, or was afforded the opportunity to, consult with an attorney.

BY ACCEPTANCE OF A DEED TO A LOT, EACH RESIDENT MEMBER AGREES AND ACKNOWLEDGES THE CLUB OPERATIONS AND CLUB PROPERTY ARE NON-RESIDENTIAL USES INTENDED BY CLUB OWNER AS COMMERCIAL USES WITH THE INTENTION OF GENERATING A PROFIT TO THE CLUB OWNER. AS SUCH, AND SPECIFICALLY BECAUSE THE CLUB PROPERTY IS A COMMERCIAL PARCEL AND THE CLUB OPERATIONS ARE COMMERCIAL USES, CHAPTER 720, FLORIDA STATUTES, AS MAY BE SUBSEQUENTLY AMENDED, DOES NOT APPLY TO THE CLUB OPERATIONS, THE CLUB OWNER OR THE CLUB PROPERTY, EXCEPT ONLY WITH RESPECT TO THE FINANCIAL DISCLOSURE REQUIREMENTS EXPRESSLY STATED IN SECTION 720.3086, FLORIDA STATUTES (2017).

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

2.5 Disclaimers Regarding Club Property. Each Member, on their own behalf and on behalf of any Family, Guest or Lessee, is hereby deemed to acknowledge and agree to use due care in and around the Club Property as well as in participating in any activities in and around the Club Property, and accept the following inherent risks associated with the Club Property, including without limitation, the Club Facilities:

2.5.1 maintenance of the Club Facilities may begin early in the morning and extend late into the evening. Such maintenance may require use of chemicals and may produce adverse effects such as additional noise generated from the various equipment used for such maintenance;

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

2.5.3 Resident Members may experience a loss of privacy resulting from proximity of Dwellings to the Club Property and use of the Club Facilities by Members and non-Members; and

2.5.4 injuries or drowning may result from intentional or unintentional use or contact with the Club Property including without limitation injury resulting from tripping or falling over obstacles, unsupervised swimming, diving into the Metro Lagoon or collision with other swimmers and loss of life or property could occur.

NONE OF THE DECLARANT, THE CLUB OWNER OR THE ASSOCIATION, OR ANY AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, REPRESENTATIVES, RECEIVERS, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AND ASSIGNS OF ANY SUCH PARTIES SHALL IN ANY WAY WHATSOEVER BE RESPONSIBLE FOR ANY CLAIMS, DAMAGES, LOSSES, DEMANDS, LIABILITIES, OBLIGATIONS, ACTIONS OR CAUSES OF ACTION WHATSOEVER, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE CLUB FACILITIES BY MEMBERS, NON-MEMBERS, FAMILY, GUESTS, LESSEES OR ANY OTHER PERSON.

2.6 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club Property or in the Club Owner in favor of the Association or Members but, rather, grant Resident Members a non-exclusive license to use the Club Facilities subject to full compliance with all obligations imposed by this Club Plan and the other Club Documents.

3. Use and Development of the Club Property.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property, which is currently comprised of approximately one million twenty-six thousand two hundred seventy-four (1,026,274) square feet. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Upon such removal by the Club Owner of portions of the Club Property, the Club Owner shall have the right to sell, rent, lease or otherwise transfer interests in such removed Club Property, including without limitation the Club Facilities, to other Persons, as determined by Club Owner and upon such terms and conditions as are determined by Club Owner. Notwithstanding the forgoing, Club Owner hereby represents that it shall not remove more than twenty-five percent (25%) of the Club Property from this Club Plan.

3.2 Club Facilities. Resident Members are hereby granted a non-exclusive license to use certain facilities within the Club Property (the "**Club Facilities**"), which are generally located within the areas depicted on Exhibit C, attached hereto and incorporated herein by this reference. The Club Facilities will be and shall remain the property of Club Owner. The Club Owner shall have the right to either (i) delete or remove Club Facilities in accordance with the terms of this Club Plan, or (ii) delete or remove Club Facilities provided the Club Owner adjusts the Club Dues payable by Resident Members in a manner commensurate with modified Club Facilities, as reasonably determined by Club Owner.

3.3 Construction and Use of the Club Facilities. Club Owner will improve the Club Property with the Club Facilities, including without limitation the Metro Lagoon, at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities, including without limitation the Metro Lagoon. Club Owner shall have the unequivocal right to:

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

3.3.2 without the payment of rent and without payment for utilities, maintain leasing and/or sales offices (for sales and re-sales of Lots), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Lots;

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

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

3.3.5 post, display, inscribe or affix to the exterior of the Club Property and Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of BRIGHTWATER including, without limitation, the sale of Lots;

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

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

3.3.8 conduct all activities that, in the sole opinion of Club Owner, are necessary or convenient for the development, operation and sale of the Club Facilities, Club Property or any lands or improvements within BRIGHTWATER.

3.4 Changes. Subject to Sections 3.1 and 3.2 above, Club Owner reserves the absolute right in Club Owner's sole and absolute discretion to, from time to time, alter or change the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time.

3.5 Commercial Space. It is possible that portions of the Club Property, including without limitation the Club Facilities, may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club Property. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Resident Members.

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

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

3.6.2 To lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, cabana, or other facility on the Club Property to Resident Members, Non-Resident Members and non-Members;

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

3.6.4 To suspend a Resident Member's right to use Club Facilities for the period during which any Assessment charged by the Association remains unpaid and past due;

3.6.5 To suspend a Resident Member's right to use Club Facilities for the period during which any Club Dues remain unpaid and past due and for a reasonable period during or after any infraction of the Club Documents;

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

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

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

3.6.9 To borrow money as may be necessary to exercise any of the Club Owner's powers, including without limitation, improvement or expansion of the Club Property, and may mortgage the Club Property, grant a security interest in the Club Dues or take other actions necessary to secure the repayment of such money;

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

3.6.11 To close or restrict access to all or any portion of the Club Facilities at any time to conduct maintenance;

3.6.12 To close or restrict access to all or any portion of the Club Facilities, for limited periods of time to conduct special events, parties or celebrations, including without limitation those intended primarily to benefit the selling of Lots in BRIGHTWATER; provided, however, the Club Facilities shall not be closed in their entirety for the purpose of special events, parties or celebrations not to exceed more than a total of thirty (30) calendar days in any calendar year;

3.6.13 To regulate parking and traffic at the Club Property;

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

3.6.15 To execute all documents and take such actions and do such acts affecting the Club Facilities, which, in Club Owner's sole discretion, are desirable or necessary to facilitate development, construction, sales, and marketing of any portion of BRIGHTWATER; and

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

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

3.8 Subordination. This Club Plan and the rights of Members is and shall be subject and subordinate to: (i) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications, and extensions thereof, now or hereafter placed on the Club Property by Club Owner; and (ii) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities.

4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of an Owner as a "Resident Member," a natural person must be the record title owner of a Dwelling. If a Lot is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up to one (1) natural person who will be the Resident Member of the Club with respect to such Lot. Resident Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or other Members, except as and when permitted by Club Owner. Use rights in the Club Facilities for each Resident Member shall be limited to the natural persons comprising a "Family."

4.2 Use by Persons Other than Members. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities, available to Persons other than Members. Club Owner shall establish the fees to be paid, if any, by any Person using the Club Facilities who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Resident Member's obligations to pay Club Dues pursuant to this Club Plan, or give any Resident Member the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in the Club Owner's sole absolute discretion, the manner in which the Club Facilities, will be made available to the public and the fees and charges that may be charged for such public use.

5. Ownership and Control of the Club.

5.1 Control of Club Property by Club Owner. The Club Property shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Subject to Sections 3.1 and 3.2 above, Club Owner may sell, encumber or convey the Club Property, or any portion thereof, to any Person in its sole and absolute discretion at any time.

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

5.4 Transfer of Control. The conveyance of the Club Property, or any portion thereof, shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. THE CLUB PROPERTY, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

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

6.1 Club Membership Fee. Each Resident Member that is the record title owner of a Lot, for each Residential Membership held by such Resident Member, shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee in the initial amount of Thirty-Five and No/100 Dollars (\$35.00) per month (the "**Resident Membership Fee**"). Club Owner shall have the right, but not the obligation, to increase the Resident Membership Fee on January 1st of each year, commencing on January 1, 2019, to those amounts set forth in the Club Membership Fee Schedule attached hereto as **Exhibit D** (the "**Club Membership Fee Schedule**"), subject to increases in the amounts provided in the Club Membership Fee Schedule by no more than twenty-five percent (25%). Any such increase in the Resident Membership Fee may be made by Club Owner without the joinder or consent of any Person whatsoever. Resident Members shall pay to Club Owner as part of the Club Dues, without setoff or deduction, the Club Membership Fee provided in the Club Membership Fee Schedule, as may be amended from time to time. The Club Owner shall periodically publish and make available to prospective Resident Members the Club Membership Fees then in effect for Resident Memberships. Prospective Resident Members should contact the Club Owner to obtain the current Club Membership Fees in effect prior to purchasing a Lot within BRIGHTWATER. **THE CLUB MEMBERSHIP FEE ESTABLISHED BY THE CLUB OWNER MAY CHANGE FROM TIME TO TIME. PROSPECTIVE RESIDENT MEMBERS SHOULD CONTACT THE CLUB OWNER FOR THE CURRENT CLUB MEMBERSHIP FEES PRIOR TO ACQUIRING TITLE TO A DWELLING.**

6.2 Taxes. In addition to the Club Membership Fee, each Resident Member shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

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

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

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

6.6 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one (1) or more Members (but less than all Members) are subject, such as costs of special services or facilities provided to a Member relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Members. For those programs or events, if any, for which tickets are sold, Club Owner shall determine how to distribute any tickets in its sole and absolute discretion.

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

6.8 Commencement of First Charges. The obligation to pay Club Dues, including without limitation, the Club Membership Fee, shall commence as to each Resident Member on the day of the conveyance of title of a Lot to a Resident Member. Notwithstanding the foregoing, no Resident Member shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Resident Members (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities) unless the Interim Club Facilities are made available to Resident Members as provided in Section 3.7 of this Club Plan. In the event that Interim Club Facilities are made available to Resident Members, then Club Dues shall commence upon the first day of the calendar month upon which the Interim Club Facilities can be used by Resident Members.

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

6.10 Obligation to Pay Real Estate Taxes and Other Expenses. Each Resident Member shall pay all taxes, charges, obligations and Assessments relating to their Lot which if not paid, could become a lien against the Lot which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Resident Member agrees to pay all Assessments when due. Upon failure of a Resident Member to pay the taxes, charges, obligations, and Assessments imposed upon their Lot, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Resident Member.

6.11 Change In Terms of Offer. Some Resident Members will pay Club Membership Fees on a different basis than other Resident Members based upon the Membership Fees established by Club Owner and published from time to time. No Resident Member shall have the right to object to any other Resident Member paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Lot is the Club Membership Fee established and published by the Club Owner at the time the applicable Resident Member became the record title owner of their respective Lot.

7. Club Contributions.

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

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

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

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Resident Member, by acceptance of a deed to a Lot, shall be deemed to have covenanted and agreed that the Club Dues, and any other amounts Club Owner permits a Resident Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Lot and all personal property located thereon owned by the Resident Member. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Lot, name of the Resident Member, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded in the Public Records. The Claim of Lien shall also cover any additional amounts that accrue thereafter until satisfied. All unpaid Club Dues and other amounts Club Owner permits a Resident Member to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the record title owner of the Lot at the time when the charge or fee became due, as well as such Person's successors, assigns, heirs, devisees, or personal representatives. If a Dwelling is leased, the Resident Member shall be liable hereunder notwithstanding any provision the lease to the contrary. Further, the lien created by this Club Plan is superior to the Association's lien for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right, in its sole and absolute discretion, to designate who shall collect Club Dues. Club Owner may, but shall not be obligated, to designate the Association as the collection agent for Club Dues.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues and related fees and expenses shall be subordinate to a bona fide first Mortgage held by a Mortgagee on any Lot, if the Mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Owner's Claim of Lien shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first Mortgage held by a Mortgagee, in which event, the acquirer of title, its successors and assigns, shall be liable for Club Dues that became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2017) as if such Club Dues were Association Assessments; provided, however, Club Dues shall in no manner be deemed "assessments" subject to the provisions of Chapter 720, Florida Statutes (2017). Any sale or transfer pursuant to a foreclosure shall not relieve the Resident Member from liability for, or the Lot from, the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may, in Club Owner's sole and absolute discretion, accelerate the Club Dues for the next ensuing twelve (12) month period and for twelve (12) months from each subsequent delinquency.

9.5 Non-Payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Resident Member personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. In the event of foreclosure, the defaulting Resident Member shall be required to pay a reasonable rental for the Dwelling to Club Owner and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club Owner would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of action shall not constitute an election or exclude the bringing of any other action.

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

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

9.8 Collection from Lessees. If a Dwelling is occupied by a Lessee and the Resident Member is delinquent in the payment of Club Dues, the Club Owner may demand from the Lessee payment to the Club Owner of all monetary obligations, including without limitation, Club Dues due from the Resident Member to the Club Owner. So long as the Resident Member remains delinquent, future rent payments due to the Resident Member must be paid to the Club Owner and shall be credited to the monetary obligations of the Resident Member to the Club Owner; provided, however, if within fourteen (14) days from

the written demand of the Club Owner, the Lessee provides the Club Owner with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

10. Operations.

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

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

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

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

13. Rights to Pay and Receive Reimbursement. Club Owner shall have the right, but not the obligation, to pay any Club Dues which are in default by a Resident Member and which may or have become a lien or charge against any Lot. Further, Club Owner shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of Resident Member to protect its lien. Club Owner shall be entitled to immediate reimbursement, on demand, from the Resident Member for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club Facilities. Each Resident Member and other Persons entitled to use the Club Facilities, including without limitation, other Members, shall comply with following general restrictions:

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

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety, and welfare of such Member and their Family or Guest, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club Property or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club Owner is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or any other part of the Club Property. Without limiting the foregoing, any natural person parking a car within the parking areas provided by the Club Owner assumes all risk of loss with respect to his or her car in such parking areas. Further, any natural person entering the Club Property, or any portion thereof, assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Property. No trailers or boats may be parked on the Club Property at any time.

14.4 Activities. Any Member, Family, Guest or other Person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Owner, either on or off the Club Property, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club Property, or at any activity or function operated, organized, arranged or sponsored by the Club Owner, caused by any Member or such Member's Family or Guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fundraising, or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture within the Club Property shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. Each Member, Family, Guest or other Person who, in any manner, makes use of, or accepts the use of the Club Property, or any portion thereof, agrees to indemnify and hold harmless Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's use of the Club Property, including, without limitation, use of the Club Facilities by Members and their Family or Guests, or the interpretation of this Club Plan, and/or the Club Rules and Regulations and/or from any act or omission of the Club Owner or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club Owner's insurance policies.

14.7 Attorneys' Fees. Should any Member bring suit against Club Owner or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("**Club Rules and Regulations**") from time to time. Such Club Rules and Regulations may not be recorded; therefore, each Member and Lessee should request a copy of unrecorded Club Rules and Regulations from the Club Owner and become familiar with the same.

14.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Club Rules and Regulations to one or more Members, Lessees, Guests, or Family in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon written notice to affected Lessees and Members.

15. Violation of the Club Rules and Regulations.

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

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

15.1.2 the Member violates one or more of the Club Rules and Regulations;

15.1.3 a Guest or other natural person for whom a Member is responsible violates one or more of the Club Rules and Regulations;

15.1.4 a Member fails to pay Club Dues or, with respect to Resident Members, Assessments, in a proper and timely manner; or

15.1.5 a Member, Family and/or Guest has injured, harmed or threatened to injure or harm any natural person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to a Member, third party or to Club Owner.

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

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club Facilities; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club Facilities in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan by written notice recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club Property on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club Property, or from any act of negligence of any other natural person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. No Member shall be entitled to cancel this Club Plan or receive any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

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

18.1 Complete Taking. If the whole or any material part of the Club Property is taken under the power of eminent domain, Club Owner may terminate this Club Plan by written notice recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

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

19. Additional Indemnification of Club Owner. The Association and each Member covenant and agree jointly and severally to indemnify, defend and hold harmless Club Owner, its respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Property, Club Property, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Members, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Common Expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

20. Estoppel. The Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. The Association's failure to deliver such statement within such time shall be conclusive evidence: (x) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; (y) that there are no uncured defaults; and (z) that the Club Dues have been paid as stated by Club Owner.

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

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

23. Release. **BEFORE ACCEPTING A DEED TO A LOT, EACH RESIDENT MEMBER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A LOT, EACH RESIDENT MEMBER ACKNOWLEDGES THEY HAVE SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH RESIDENT MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH RESIDENT MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR**

CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH RESIDENT MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY THAT A RESIDENT MEMBER MAY HAVE IN THE FUTURE, OR THAT ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF RESIDENT MEMBER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

24. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Club Owner unless such amendment receives the prior written consent of Club Owner which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Mortgagees without the prior approval of the Mortgagee(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any Person whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder). Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of BRIGHTWATER to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of BRIGHTWATER from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Member agrees that such Member has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Lot's Club Membership Fee that shall be imposed from time to time.

25. Severability. Invalidity of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

26. Notices. Any notice required to be sent to any Member, non-Member, Person, or Guest under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

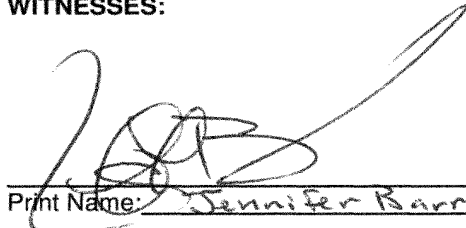
27. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist and are effective on the date the Club Plan was recorded in the Public Records except to the extent provided otherwise as to any particular provision of the Florida Statutes.


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

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Club Owner hereunder, has hereunto set its hand and seal this 1st day of June, 2018.

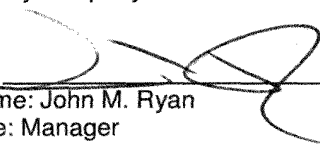
WITNESSES:


 Print Name: Jennifer Barrs


 Print Name: Lauren Parsons

"CLUB OWNER"

BRIGHTWATER CLUB, LLC, a Delaware limited liability company

By: 
 Name: John M. Ryan
 Title: Manager

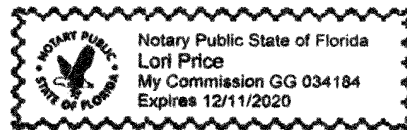
STATE OF FLORIDA)
 COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by John M. Ryan, as Manager of BRIGHTWATER CLUB, LLC, a Delaware limited liability company, on behalf of the Company. He [is personally known to me] [has produced _____ as identification].

My commission expires: 12/11/2020


 NOTARY PUBLIC, State of Florida at Large

Print Name: Lori Price

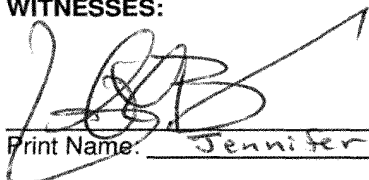


JOINDER

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


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of June, 2018.

WITNESSES:


 Print Name: Jennifer Barrs


 Print Name: Lauren Parsons

NORTH BROOK HOLDINGS, LLC, a Florida limited liability company

By: 
 Name: John M. Ryan
 Title: Manager

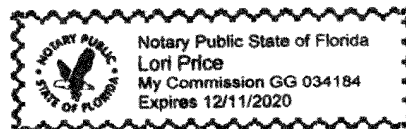
STATE OF FLORIDA)
 COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by John M. Ryan as Manager of NORTH BROOK HOLDINGS, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires: 12/11/2020


 NOTARY PUBLIC, State of Florida at Large

Print Name: Lori Price

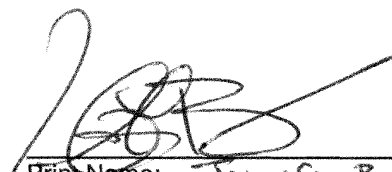



JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of June, 2018.

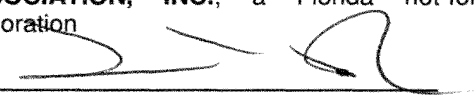
WITNESSES:


 Print Name: Jennifer Baris


 Print Name: Lauren Parsons

"ASSOCIATION"


BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
 Name: John M. Ryan
 Title: President

STATE OF FLORIDA)
 COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1st day of June, 2018, by John M. Ryan as President of BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires: 12/11/2020


 NOTARY PUBLIC, State of Florida at Large

Print Name: Lori Price

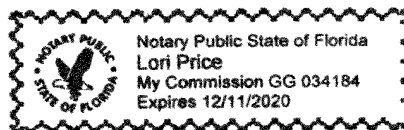


EXHIBIT A**LEGAL DESCRIPTION****CLUB PROPERTY**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 15 AND 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 00°01'06" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 158.36 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 28°13'25" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'28" FOR 138.21 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°52'25" FOR 142.79 FEET; THENCE N 63°40'04" W FOR 258.48 FEET; THENCE S 89°58'25" W FOR 34.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°29'43" FOR 119.11 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 198.93 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°19'48" FOR 157.39 FEET; THENCE N 89°51'40" W FOR 230.19 FEET; THENCE N 00°08'01" W FOR 102.92 FEET; THENCE N 89°43'43" W FOR 129.72 FEET; THENCE N 00°16'17" E FOR 93.83 FEET; THENCE S 89°59'07" W FOR 62.46 FEET; THENCE N 00°00'36" W FOR 72.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°33'25" FOR 19.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 126°53'27" FOR 121.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET; THENCE N 26°34'22" W FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°04'55" FOR 98.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 508.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 77°25'06" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°05'44" FOR 399.83 FEET; THENCE N 57°40'38" E FOR 51.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°41'28" FOR 16.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°49'25" FOR 79.51 FEET; THENCE N 49°57'11" E FOR 84.57 FEET; THENCE S 27°09'46" E FOR 24.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°32'05" FOR 376.71 FEET; THENCE S 61°41'50" E FOR 33.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°20'50" FOR 96.94 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°50'54" FOR 426.36 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'34" FOR 165.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°05'35" FOR 349.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 707.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 71°54'58" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'57" FOR 241.22 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'40" FOR 381.05 FEET TO THE **POINT OF BEGINNING**.

AND

PARCEL "B"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 89°52'23" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 1,257.56 FEET; THENCE N 00°07'37" E FOR 126.47 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 89°52'23" W FOR

213.35 FEET; THENCE N 00°00'53" W FOR 15.06 FEET; THENCE N 89°52'23" W FOR 19.50 FEET; THENCE N 00°00'53" W FOR 744.68 FEET; THENCE N 89°59'07" E FOR 229.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 67°09'46" W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°44'08" FOR 20.86 FEET; THENCE S 26°34'22" E FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°02'09" FOR 73.95 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'38" FOR 12.52 FEET; THENCE S 00°00'36" E FOR 52.03 FEET; THENCE S 89°59'07" W FOR 52.03 FEET; THENCE S 00°00'01" E FOR 524.14 FEET TO THE POINT OF BEGINNING.

SUBJECT PARCEL CONTAINS: 23.56 ACRES, MORE OR LESS.

BRIGHTWATER CLUB PLAN

EXHIBIT B**LEGAL DESCRIPTION OF BRIGHTWATER**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 15, 16 AND 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST, BEING FURTHER BOUND AND DESCRIBED AS FOLLOWS:

PARCEL "A"

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S 89°29'37" E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16 FOR 1,411.00 FEET; THENCE S 00°30'23" W FOR 706.92 FEET; THENCE S 27°55'32" W FOR 1,112.54 FEET; THENCE S 52°04'05" W FOR 366.27 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,150.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 32°06'53" E; THENCE WESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 32°03'13" FOR 643.36 FEET; THENCE N 89°56'20" W ALONG SAID EASTERLY LINE FOR 1,399.20 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 47°47'50" FOR 875.93 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING FIVE (5) COURSES:

- 1.) THENCE N 04°32'24" E FOR 90.77 FEET;
- 2.) THENCE N 23°44'09" E FOR 306.54 FEET;
- 3.) THENCE N 41°45'07" E FOR 222.54 FEET;
- 4.) THENCE N 59°41'20" E FOR 199.30 FEET;
- 5.) THENCE N 75°53'16" E FOR 136.18 FEET;
- 6.) THENCE N 38°59'21" E FOR 33.51 FEET;
- 7.) THENCE N 02°12'10" E FOR 39.99 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE S 89°59'47" E ALONG SAID SOUTH LINE FOR 915.24 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE N 00°06'54" W ALONG THE WEST LINE OF SAID FRACTION FOR 667.02 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE N 89°56'25" E ALONG THE NORTH LINE OF SAID FRACTION FOR 672.59 FEET TO THE **POINT OF BEGINNING**.

AND

PARCEL "B"

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 89°50'53" W ALONG THE SOUTH LINE OF SAID FRACTION FOR 661.74 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 THE SAME BEING A POINT ON THE EAST LINE OF COLONIAL PINES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36 AT PAGES 26 THROUGH 29 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°06'55" W ALONG SAID EAST LINE FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION AND SAID COLONIAL PINES; THENCE N 00°06'55" W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 FOR 664.54 FEET TO THE NORTHEAST CORNER OF SAID FRACTION; THENCE N 89°49'35" W ALONG THE NORTH LINE OF SAID FRACTION FOR 664.45 FEET TO THE NORTHWEST CORNER OF SAID FRACTION; THENCE S 00°13'55" E ALONG THE WEST LINE OF SAID FRACTION FOR 664.68 FEET TO THE SOUTHWEST CORNER OF SAID FRACTION THE SAME BEING AN INTERSECTION WITH THE NORTH LINE OF SAID COLONIAL PINES; THENCE N 89°50'14" W ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 16 AND THE NORTH LINE OF SAID

COLONIAL PINES FOR 998.54 FEET TO AN INTERSECTION WITH THE CENTERLINE OF BAYSHORE CREEK AS LOCATED ON NOVEMBER 2, 2001; THENCE ALONG SAID CENTERLINE THE FOLLOWING THREE (3) COURSES:

- 1.) THENCE N 01°17'16" E FOR 58.82 FEET;
- 2.) THENCE N 11°04'42" W FOR 270.22 FEET;
- 3.) THENCE N 10°50'46" E FOR 347.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16, THE SAME BEING THE SOUTH LINE OF HUNTER'S GLEN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59 AT PAGES 92 THROUGH 94 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE S 89°49'35" E ALONG SAID SOUTH LINE FOR 316.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND SAID HUNTER'S GLEN; THENCE N 00°20'57" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 1329.62 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16 AND SAID HUNTER'S GLEN; THENCE S 89°48'18" E ALONG SAID SOUTH LINE FOR 667.18 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION AND AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°13'55" W ALONG THE EAST LINE OF SAID FRACTION AND SAID HUNTER'S GLEN FOR 666.28 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID HUNTER'S GLEN; THENCE S 89°52'09" E ALONG SAID SOUTH LINE FOR 378.81 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID HUNTER'S GLEN; THENCE N 00°03'40" E ALONG SAID EAST LINE FOR 150.55 FEET TO THE NORTHEAST CORNER OF SAID HUNTER'S GLEN, THE SAME BEING AN INTERSECTION WITH THE WESTERLY LINE OF PRITCHETT PARKWAY (100 FEET WIDE); THENCE S 89°56'20" E ALONG SAID WESTERLY LINE FOR 942.66 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 89°55'27" FOR 1647.95 FEET; THENCE S 00°00'53" E ALONG SAID WESTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 386.92 FEET; THENCE S 21°05'55" W ALONG SAID WESTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE AND SAID WESTERLY LINE THROUGH A CENTRAL ANGLE OF 29°20'46" FOR 589.01 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID PRITCHETT PARKWAY AND THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 86°07'33" FOR 45.10 FEET; THENCE S 77°52'42" W ALONG SAID NORTHERLY LINE FOR 75.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET; THENCE WESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 41°28'01" FOR 325.68 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LEETANA DRIVE (86 FEET WIDE) AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 4064.06 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 04°02'04" FOR 286.17 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE N 00°06'48" E ALONG SAID WEST LINE FOR 1381.74 FEET TO THE SOUTHWEST CORNER OF PARCEL 122 AS DESCRIBED IN INSTRUMENT NUMBER 2011000178885 OF THE PUBLIC RECORDS OF SAID LEE COUNTY; THENCE S 89°52'23" E ALONG THE SOUTH LINE OF SAID LANDS FOR 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS; THENCE N 00°06'48" E ALONG THE EAST LINE OF SAID LANDS FOR 200.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS AND AN INTERSECTION WITH THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 21; THENCE N 89°52'23" W ALONG THE NORTH LINE OF SAID LANDS AND SAID FRACTION FOR 200.00 FEET TO THE POINT OF BEGINNING.

AND

BRIGHTWATER CLUB PLAN

PARCEL "C"

BEGINNING AT THE NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.89°44'09"E. ALONG THE NORTH LINE OF SAID SECTION 15 FOR 1341.49 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S.00°00'20"W. ALONG THE EAST LINE OF SAID FRACTION FOR 2657.08 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE S.00°00'40"E. ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR 1328.46 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION THE SAME BEING THE NORTHEAST CORNER OF OAKMONT, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 34 AT PAGES 161 THROUGH 164 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.89°40'00"W. ALONG THE SOUTH LINE OF SAID FRACTION AND THE NORTH LINE OF SAID OAKMONT FOR 868.51 FEET TO AN INTERSECTION WITH THE CENTERLINE OF POPASH CREEK AND THE WESTERLY LINE OF SAID OAKMONT; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE AND SAID WESTERLY LINE TO AN INTERSECTION WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 THE SAME BEING THE SOUTHWEST CORNER OF SAID OAKMONT; THENCE N.89°36'56"W. ALONG SAID SOUTH LINE FOR 194.20 FEET TO THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.00°19'27"E. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21 FOR 1339.16 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE N.89°50'02"W. ALONG THE SOUTH LINE OF SAID FRACTION FOR 664.14 FEET TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 21; THENCE S.00°12'53"E. ALONG THE EAST LINE OF SAID FRACTION FOR 1338.69 FEET TO THE SOUTHEAST CORNER OF SAID FRACTION; THENCE CONTINUE S.00°12'53"E. 582.89 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF LEETANA DRIVE (86 FEET WIDE); THENCE N.46°31'25"W. ALONG SAID NORTHERLY LINE FOR 203.32 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5553.58 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 05°30'23.2" FOR 533.73 FEET; THENCE N.49°06'14"E. ALONG SAID NORTHERLY LINE FOR 36.99 FEET; THENCE N.40°53'46"W. ALONG SAID NORTHERLY LINE FOR 50.00 FEET; THENCE S.49°06'14"W. ALONG SAID NORTHERLY LINE FOR 37.00 FEET; THENCE N.40°53'46"W. ALONG SAID NORTHERLY LINE FOR 156.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 3513.62 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 06°05'42.5" FOR 373.78 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PRITCHETT PARKWAY (100 FEET WIDE) AND A POINT OF REVERSE CURVE HAVING A RADIUS OF 1050.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°05'24" FOR 1247.81 FEET; THENCE N.21°05'55"E. ALONG SAID EASTERLY LINE FOR 652.71 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 21°06'48" FOR 423.77 FEET; THENCE N.00°00'53"W. ALONG SAID EASTERLY LINE FOR 2572.50 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1150.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EASTERLY LINE THROUGH A CENTRAL ANGLE OF 57°52'14" FOR 1161.54 FEET; THENCE N 52°04'05" E FOR 366.27 FEET; THENCE N 27°55'32" E FOR 1112.54 FEET; THENCE N 00°30'23" E FOR 706.92 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE S 89°29'37" E ALONG SAID NORTH LINE FOR 1235.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "1"

COMMENCING AT NORTHWEST CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE S.00°01'00"W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15 FOR 1328.33 FEET TO THE **POINT OF BEGINNING** THE SAME BEING THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 15; THENCE S.89°43'37"E. ALONG THE NORTH LINE OF SAID FRACTION FOR 467.00 FEET; THENCE S.00°01'00"W. FOR 467.00 FEET; THENCE N.89°43'37"W. FOR 467.00 FEET TO AN INTERSECTION WITH

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THE WEST LINE OF SAID FRACTION; THENCE N.00°01'00"E. ALONG THE WEST LINE OF SAID FRACTION FOR 467.00 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "2"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 00°01'06" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 158.36 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 28°13'25" E; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'28" FOR 138.21 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 116°52'25" FOR 142.79 FEET; THENCE N 63°40'04" W FOR 258.48 FEET; THENCE S 89°58'25" W FOR 34.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°29'43" FOR 119.11 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 198.93 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°19'48" FOR 157.39 FEET; THENCE N 89°51'40" W FOR 230.19 FEET; THENCE N 00°08'01" W FOR 102.92 FEET; THENCE N 89°43'43" W FOR 129.72 FEET; THENCE N 00°16'17" E FOR 93.83 FEET; THENCE S 89°59'07" W FOR 62.46 FEET; THENCE N 00°00'36" W FOR 72.78 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°33'25" FOR 19.44 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 126°53'27" FOR 121.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET; THENCE N 26°34'22" W FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°04'55" FOR 98.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 508.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 77°25'06" W; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°05'44" FOR 399.83 FEET; THENCE N 57°40'38" E FOR 51.64 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 62°41'28" FOR 16.41 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°49'25" FOR 79.51 FEET; THENCE N 49°57'11" E FOR 84.57 FEET; THENCE S 27°09'46" E FOR 24.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°32'05" FOR 376.71 FEET; THENCE S 61°41'50" E FOR 33.18 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 85.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°20'50" FOR 96.94 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°50'54" FOR 426.36 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°40'34" FOR 165.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°05'35" FOR 349.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 707.00 FEET TO WHICH POINT A RADIAL LINE BEARS N 71°54'58" E; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'57" FOR 241.22 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°18'40" FOR 381.05 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL "3"

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE N 89°52'23" W ALONG

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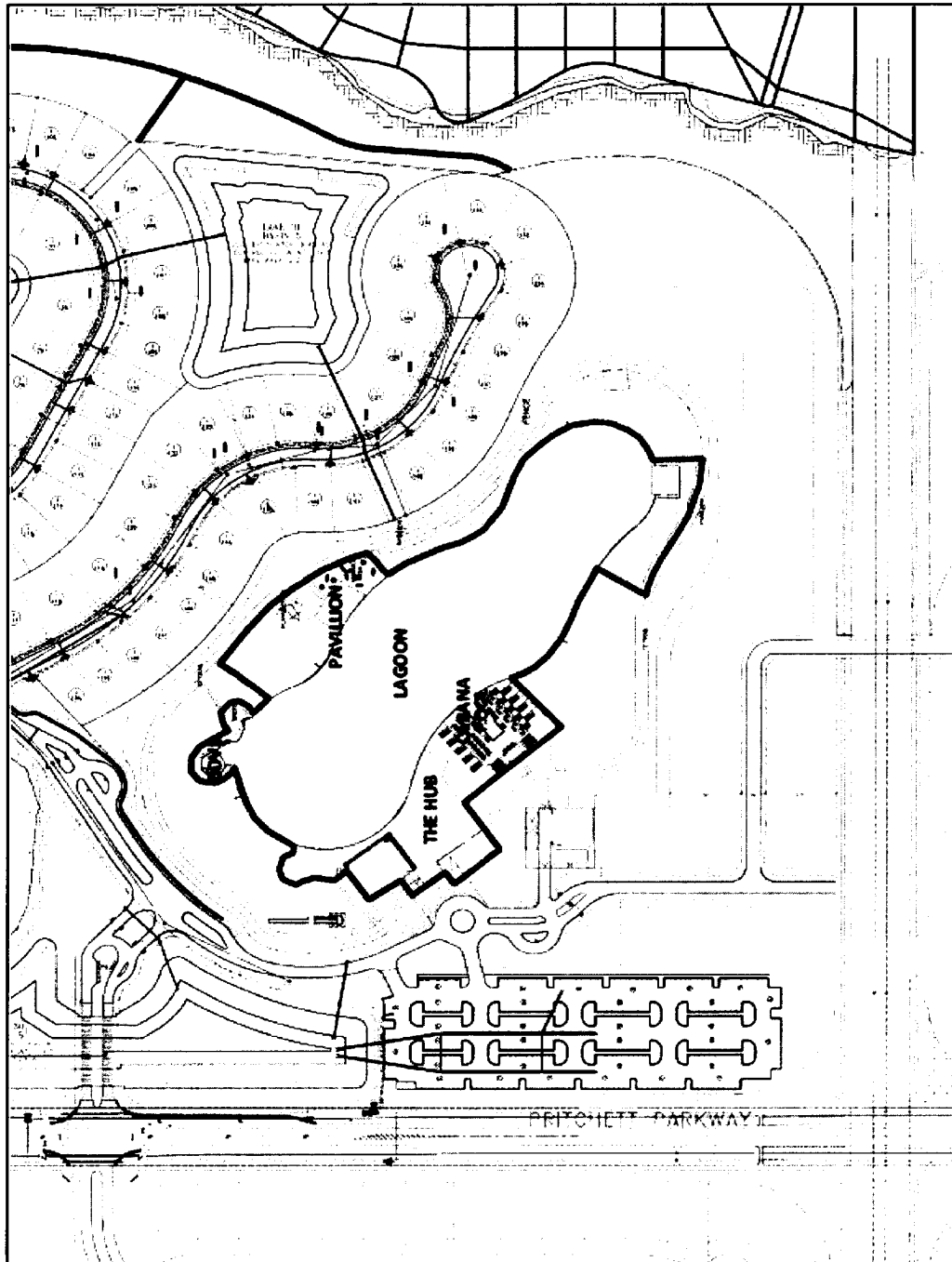
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FOR 1,257.56 FEET; THENCE N 00°07'37" E FOR 126.47 FEET TO THE **POINT OF BEGINNING** OF A PARCEL OF LAND HEREIN DESCRIBED; THENCE N 89°52'23" W FOR 213.35 FEET; THENCE N 00°00'53" W FOR 15.06 FEET; THENCE N 89°52'23" W FOR 19.50 FEET; THENCE N 00°00'53" W FOR 744.68 FEET; THENCE N 89°59'07" E FOR 229.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET TO WHICH POINT A RADIAL LINE BEARS S 67°09'46" W; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°44'08" FOR 20.86 FEET; THENCE S 26°34'22" E FOR 70.53 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°46'16" FOR 24.33 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°02'09" FOR 73.95 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°49'38" FOR 12.52 FEET; THENCE S 00°00'36" E FOR 52.03 FEET; THENCE S 89°59'07" W FOR 52.03 FEET; THENCE S 00°00'01" E FOR 524.14 FEET TO THE **POINT OF BEGINNING**.

SUBJECT PARCEL CONTAINS: 716.37 ACRES, MORE OR LESS.

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EXHIBIT C

GENERAL DEPICTION OF THE CLUB FACILITIES AREAS



***The facilities on this exhibit are based on a conceptual plan and may change from time to time due to final design conditions and construction permitting requirements.**

EXHIBIT D**CLUB MEMBERSHIP FEE SCHEDULE**

Initial Resident Membership Fee	\$35.00
January 1, 2019	\$36.75
January 1, 2020	\$38.59
January 1, 2021	\$40.52
January 1, 2022	\$42.54
January 1, 2023	\$44.67
January 1, 2024	\$46.90
January 1, 2025	\$49.25

*plus applicable sales tax

From 2026 and thereafter, Club Membership Fees shall be determined by the Club Owner. Beginning on January 1, 2019, Club Owner reserves the right to increase the Club Membership Fees provided on this Club Membership Fee Schedule by no more than twenty-five percent (25%).

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

THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE. IN ADDITION TO THE CLUB MEMBERSHIP FEE, MEMBERS ARE REQUIRED TO PAY CLUB DUES AS MORE PARTICULARLY SET FORTH IN THE CLUB PLAN.