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MANDATORY GOLF SOCIAL COVENANTS
EAGLE LANDING AT OAKLEAF PLANTATION HOMEOWNERS' ASSOCIATION

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First Amendment to Amended and Restated Covenant for Membership & Club Charges	_____	
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Exhibit A –

Mandatory Golf Social Addendum to Purchase & Sale Agreement

Updated December 2019

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

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For Recording Purposes Only

**COVENANTS FOR MEMBERSHIP
AND CLUB CHARGES**

THIS COVENANTS FOR MEMBERSHIP AND CLUB CHARGES (“Covenant”) is made this 1 day of October, 2009, by **EAGLE LANDING LIMITED PARTNERSHIP**, a Virginia limited partnership (“Developer”), **EAGLE LOT HOLDINGS, L.L.C.**, a Virginia limited liability company (“Holdings”), **EWP (REGIONS) INVESTMENT COMPANY, L.L.C.**, a Virginia limited liability company (“Investment”) and **BUILDER RESOURCE AND DEVELOPMENT CO., L.P.**, a Virginia limited partnership, **CORNERSTONE HOMES, LLC**, a Florida limited liability company, **J. A. LONG DESIGN BUILDERS**, a Florida corporation, **SID HIGGINBOTHAM BUILDER, INC.**, a Florida corporation, **C. R. ROSEWOOD HOMES, INC.**, a Florida corporation, **STANDARD PACIFIC OF JACKSONVILLE**, a Florida general partnership and **POIMBOEUF HOMES, INC.**, a Florida corporation (such entities collectively the “Builders”), for the benefit of **EAGLE GOLF COURSE CORPORATION**, a Virginia corporation (“Club Owner”).

BACKGROUND

A. Developer owns certain real property located in Clay County, Florida and more particularly described in **Exhibit “A”** attached hereto and by this reference made a part hereof (“Developer Property”).

B. Holdings owns certain real property located in Clay County, Florida and more particularly described in **Exhibit “B”** attached hereto and by this reference made a part hereof (“Holdings Property”).

C. Investment owns certain real property located in Clay County, Florida and more particularly described in **Exhibit “C”** attached hereto and by this reference made a part hereof (“Investment Property”).

D. Builders own certain real property located in Clay County, Florida and more particularly described in **Exhibit “D”** attached hereto and by this reference made a part hereof (“Builder Property”) (the Developer Property, Holdings Property, Investment Property and Builder Property collectively the “Property”).

E. The Property is located in a community being developed by Developer and known as "Eagle Landing at OakLeaf Plantation" ("Community").

F. Developer has developed real property within the Community as a golf and country club facility known as Eagle Landing Golf Club (the "Club") and conveyed the Club to Club Owner.

G. Developer, Holdings, Investment and Builders are recording this Covenant for the purpose of burdening the Property with the obligations set forth herein for the benefit of Club Owner.

DEFINITIONS

Capitalized terms not otherwise defined herein have the following meanings:

A. "Club Charges" means all dues, fees, use charges and other charges required to be paid by an Owner to maintain his, her or its Membership.

B. "Club Facilities" means the property owned by Club Owner, used for purposes of operation of the Club and made generally available to Members.

C. "Lot" means any portion of the Property shown as such on a subdivision plat duly recorded in the Official Records of Clay County, Florida.

D. "Member" means a person who has applied for membership in the Club and whose application has been accepted by Club Owner.

E. "Membership" means the revocable license granted to Members under the Plan.

F. "Mortgage" means a first mortgage securing a note evidencing a loan made or insured by a state or federal bank or savings and loan association, insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or lender generally recognized in the community as an institutional lender, the lien of which burdens a Lot. Any assignee of a mortgage originated by such an institutional lender shall be deemed an institutional lender for the purposes hereof.

G. "Owner" means the record title holder, whether one (1) or more persons or entities, of fee simple title to a Lot other than a merchant builder acquiring a Lot for the purpose of construction of a single-family home for sale to a third person or a mortgagee (unless and until such mortgagee acquires title to a Lot pursuant by foreclosure or any proceeding in lieu of foreclosure).

H. "Plan" means Club Owner's "Plan for the Offering of Memberships, Rules and Regulations, Application for Membership Privileges and Membership Agreement" relating to Membership and use of the Club Facilities, as such document may be amended from time to time.

- I. "Resident Social Membership" has the meaning given to such term in the Plan.

PROPERTY BURDENED HEREBY

Developer, Holdings, Investment and Builders hereby declare that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, assessments, liens, charges and other provisions set forth in this Covenant which shall run with the Property and be binding on all parties having any right, title or interest in any part of the Property, their heirs, successors in title, and assigns.

COVENANTS

By acquisition of a Lot, each Owner covenants to (i) maintain a Resident Social Membership in the Club (or such other category of Membership in the Club as Owner may elect, provided the category of Membership elected includes all of the obligations attendant upon a Resident Social Membership), and (ii) comply with the requirements of the "NOTICE TO PURCHASERS" provision hereof.

By acquisition of a Lot, each Owner further acknowledges and agrees that the Club Owner and its successors and assigns, shall have the right to enforce the terms of this Covenant and any other document referenced herein against Owner and shall be entitled to any and all remedies at law or in equity, including but not limited to those remedies enumerated in this Covenant, as same may be amended, modified or supplemented from time to time.

USE OF CLUB FACILITIES; MULTIPLE OWNERS; LIEN RIGHTS; SUBORDINATION; ESTOPPEL CERTIFICATE

Until an application for Membership is completed, submitted to and accepted by Club Owner, no Owner may use the Club Facilities. If a Lot is owned by more than one individual and/or entity, all such parties shall be jointly and severally liable for Club Charges related thereto. If an entity owns a Lot, the entity and the designated user of the Membership shall be jointly and severally liable for such Charges. Any Owner or Member's failure to pay Club Charges when due shall constitute grounds for suspension of the right to use Club Facilities and/or termination of Membership by Club Owner.

Privileges to use the Club Facilities shall be subject to the terms and conditions of the Plan. Acquisition of a Resident Social Membership (or any other Memberships created by the Club) (if and when offered) in the Club requires the payment of a non-refundable initiation fee and is subject to the terms and conditions of the Plan. The amount of dues, fees and charges for Club Membership shall be determined by the Club from time to time as set forth in the Plan. The Club may set the amount of dues and fees to be payable by Resident Social Members (or any other Members if new Memberships are created by the Club) at any level deemed appropriate, provided the same may be subject to limitations contained in the Plan.

If not paid when due, Club Charges, together with such interest thereon and the costs of collection incurred by Club Owner, shall become a lien on the Owner or Member's Lot. Any individual or entity who or which acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for all unpaid Club Charges with respect to such Lot. In any voluntary conveyance, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid Club Charges due with respect to the time period prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

If Club Charges are not paid when due, Club Owner may impose a late charge and interest on the delinquent amount as set forth in the Plan. Club Owner may bring an action at law against the Owner(s) and/or Member(s) personally obligated to pay the same, and/or may record a claim of lien against the Lot, may foreclose the lien against the Lot in like manner as a foreclosure of a mortgage on real property, and/or may pursue one or more of remedies set forth herein or available at law at the same time or successively, and there shall be added to the amount of such Club Charges reasonable attorneys' fees, paralegals' fees, and costs of collecting or attempting to collect the Club Charges through all appeals. All amounts recovered by Club Owner shall be applied by Club Owner first to all costs of collection, then to interest and late charges, and then to Club Charges.

The lien for Club Charges shall be subordinate to the lien of a Mortgage recorded prior to the recordation of a claim of lien against the Lot. A purchaser at a foreclosure sale or a mortgagee that has acquired title by deed in lieu of foreclosure and all persons claiming by, through or under any such party shall hold title subject to the liability and lien of any Club Charges becoming due after such foreclosure or conveyance in lieu of foreclosure.

Upon the written request of any Owner or Member, Club Owner shall furnish a certificate setting forth the amount and payment status of Club Charges attributable to a Lot. All persons other than the Owner of the Lot may rely upon such certificate as conclusive evidence of the amount and payment status of Club Charges attributable to the Lot as of the date of such certificate.

EXEMPT PROPERTY

Notwithstanding anything to the contrary herein, the following property shall be exempt from this Covenant:

A. all common areas, if any, of Eagle Landing at OakLeaf Plantation Owners Association, Inc; and

B. all property dedicated to and accepted by any governmental authority or public utility, including all property dedicated The South Village Community Development District.

MEMBERSHIP POLICIES; PERSONAL LIABILITY

The Club Facilities are not common area owned by or dedicated to the use of the members of the Eagle Landing at OakLeaf Plantation Owners Association, Inc. The Club

Facilities are not a part of nor owned by The South Village Community Development District.

The Club shall have the right to amend the Plan which permits the Club to set and amend membership and use policies and rules and regulations from time to time. Under no circumstances shall Owners begin play from Lots and the same shall be deemed a trespass. The Club Facilities shall be developed and provided at the discretion of the Club. The Club has the exclusive right to determine from time to time, in its sole discretion and without notice, how and by whom these facilities shall be used, if at all. **Ownership of a Lot or membership in the Eagle Landing at OakLeaf Plantation Owners Association, Inc. does not give any vested right or easement, prescriptive or otherwise, to use the Club Facilities. Acquiring and maintaining at least a Resident Social Membership in the Club and paying Club Charges is the only way to obtain rights to use the Club Facilities.**

Membership is subject to the provisions of the Plan. Club Owner may terminate Memberships at any time, in which event an Owner and/or Member's obligation to pay Club Charges not then due and payable and right to use Club Facilities shall terminate and Club Owner shall have no obligation to refund any portion of the initiation fee paid by Owner and/or Member.

No conveyance of a Lot shall relieve the conveying Owner(s) thereof from the obligation to pay Club Charges attributable to the Lot unless and until Club Owner has received written notice of the name(s) and address(es) of the transferee(s) and the date on which such transfer of title took place. Delivery of such notice shall relieve an Owner from the obligation to pay Club Charges first arising on or after the date of receipt thereof by Club Owner, but not from the obligation to pay Club Charges due and payable, if any, on such date.

GENERAL

Unless sooner terminated by Club Owner in its sole and absolute discretion by recordation of an instrument of termination, this Covenant shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by Club Owner for a term of thirty (30) years from the date this Covenant is recorded, after which time this Covenant shall be automatically extended for successive periods of ten (10) years each, provided that after the initial thirty (30) year term of this Covenant, if this Covenant has not been terminated by Club Owner prior to the end of such term, by an instrument signed by sixty seven percent (67%) of (i) the then Owners and (ii) all other owners of lots shown on subdivision plats of other portions of the Community, setting forth their agreement to terminate this Covenant, the Owners and other owners electing to do so may terminate this Covenant as of the end of the then-current term.

This Covenant may be amended or terminated by Club Owner at any time in its sole and absolute discretion. The Owners shall have no right to amend this Covenant, provided the Owners may terminate this Covenant in the manner provided above.

If any covenant, condition, restriction or provision of this Covenant shall be unlawful, void or voidable for violation of the rule against perpetuities, then such covenant, condition, restriction or provision shall continue only until the first to occur of (i) termination pursuant to

the provisions of the preceding paragraph, or (ii) twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth the Queen of England.

NOTICE TO PURCHASERS

Immediately prior to the space reserved for the signature of the purchaser, each contract for the sale of a Lot shall include the following statement in capitalized, boldfaced type which is larger than the type in the remaining text of the contract:

THE PROPERTY TO BE ACQUIRED PURSUANT TO THIS CONTRACT IS SUBJECT TO A RECORDED COVENANT WHICH REQUIRES THE PURCHASER(S) TO MAINTAIN A RESIDENT SOCIAL MEMBERSHIP IN AND PAY CLUB CHARGES TO EAGLE LANDING GOLF CLUB. PURCHASER(S) SHOULD REVIEW THE COVENANT AND THE CLUB MEMBERSHIP DOCUMENTS PRIOR TO THE EXECUTION OF THIS CONTRACT. COPIES OF THE COVENANT AND PLAN ARE AVAILABLE FROM CLUB OWNER UPON REQUEST.

By acquiring a Lot, any Owner failing to comply with the foregoing provision shall be deemed to have agreed to indemnify and hold Club Owner harmless from and against all claims of any kind or nature whatsoever, including reasonable attorneys' fees, paralegals' fees and costs, through all appeals, arising out of or in connection with such failure.

[Balance of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, this Covenant has been executed as of the date first above written.

WITNESSES:

DEVELOPER:

EAGLE LANDING LIMITED PARTNERSHIP, a Virginia limited partnership

Marilyn D. Ayers
Sign Name
Marilyn D. Ayers
Print Name

By: Eagle Landing Management Corporation, a Virginia corporation, its General Partner

Judy Barwig
Sign Name
JUDY BARWIG
Print Name

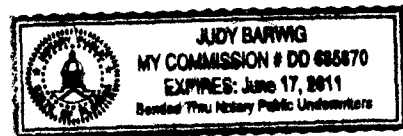
By: [Signature]
Name: Roger S. Arrowsmith
Its: President

State of Florida)) ss.
County of Clay)

On October 1, 2009, before me personally appeared Roger S. Arrowsmith, as President of Eagle Landing Management Corporation, a Virginia corporation, General Partner of Eagle Landing Limited Partnership, a Virginia limited partnership, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.

Judy Barwig
Notary's Signature



(Seal)

WITNESSES:

H. Clem Carlisle III
 Sign Name
H. CLEM CARLISLE III
 Print Name

Shirl Lowery
 Sign Name
SHIRL LOWERY
 Print Name

HOLDINGS:

EAGLE LOT HOLDINGS, L.L.C., a Virginia limited liability company

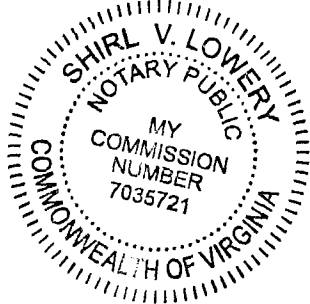
By: EWP Entity Management Corporation, a Virginia corporation, its Manager

Kathryn H. Pearson
 By:
 Name: Kathryn H. Pearson
 Its: Vice President

Commonwealth of Virginia)
) ss.
 County of Chesterfield)

On October 1, 2009, before me personally appeared Kathryn H. Pearson, as Vice President of EWP Entity Management Corporation, a Virginia corporation, Manager of Eagle Lot Holdings, L.L.C., a Virginia limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the entity upon behalf of which she acted executed the instrument.

WITNESS my hand and official seal.



(Seal)

Shirl V. Lowery
 Notary's Signature

WITNESSES:

Marilyn D. Ayers

 Sign Name
Marilyn D. Ayers

 Print Name

Kelly Touhey

 Sign Name
KELLY TOUHEY

 Print Name

BUILDER:

C. R. ROSEWOOD HOMES, INC., a
Florida corporation

By: *Roger Day*

 Name: Roger Day
 Its: President

State of Florida)
) ss.
 County of Clay)

On January 28, 2010, before me personally appeared Roger Day, as President of C. R. Rosewood Homes, Inc., a Florida corporation, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.

Viola Wilson

 Notary's Signature

(Seal)

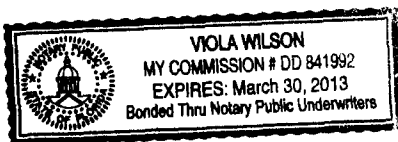


EXHIBIT "A"**DEVELOPER PROPERTY****Parcel I (Eagle Landing at OakLeaf Plantation Proposed Phase 4):**

A PARCEL OF LAND SITUATED IN SECTION 13, TOWNSHIP 4 SOUTH, RANGE 24 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF PARCEL "GG", EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE, ACCORDING TO PLAT BOOK 46, PAGES 71 THROUGH 93, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ON THE SOUTHERLY BOUNDARY OF SAID PLATTED LANDS, RUN SOUTH 74 DEGREES 53 MINUTES 53 SECONDS EAST 124.87 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL "HH", SAID EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE; THENCE SOUTH 04 DEGREES 45 MINUTES 48 SECONDS EAST 23.99 FEET; THENCE SOUTH 29 DEGREES 30 MINUTES 37 SECONDS EAST 66.89 FEET; THENCE SOUTH 37 DEGREES 22 MINUTES 42 SECONDS EAST 120.26 FEET; THENCE SOUTH 27 DEGREES 25 MINUTES 31 SECONDS EAST 94.26 FEET; THENCE SOUTH 23 DEGREES 01 MINUTE 14 SECONDS EAST 119.58 FEET; THENCE SOUTH 40 DEGREES 33 MINUTES 37 SECONDS EAST 20.78 FEET; THENCE SOUTH 51 DEGREES 49 MINUTES 58 SECONDS WEST 26.37 FEET; THENCE SOUTH 43 DEGREES 09 MINUTES 19 SECONDS EAST 42.12 FEET; THENCE SOUTH 41 DEGREES 17 MINUTES 54 SECONDS EAST 74.13 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 1005.00 FEET, RUN A CHORD DISTANCE OF 567.70 FEET, THE BEARING OF SAID CHORD BEING SOUTH 28 DEGREES 45 MINUTES 36 SECONDS EAST; THENCE SOUTH 57 DEGREES 50 MINUTES 06 SECONDS EAST 50.59 FEET; THENCE EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 50.28 FEET, RUN A CHORD DISTANCE OF 57.93 FEET, THE BEARING OF SAID CHORD BEING NORTH 72 DEGREES 35 MINUTES 14 SECONDS EAST; THENCE SOUTH 42 DEGREES 06 MINUTES 19 SECONDS EAST 61.64 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 77.60 FEET, RUN A CHORD DISTANCE OF 57.62 FEET, THE BEARING OF SAID CHORD BEING SOUTH 63 DEGREES 54 MINUTES 02 SECONDS EAST; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 66.94 FEET, RUN A CHORD DISTANCE OF 72.74 FEET, THE BEARING OF SAID CHORD BEING SOUTH 53 DEGREES 03 MINUTES 57 SECONDS EAST; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 81.94 FEET, RUN A CHORD DISTANCE OF 65.50 FEET, THE BEARING OF SAID CHORD BEING SOUTH 20 DEGREES 04 MINUTES 47 SECONDS EAST; THENCE SOUTH 43 DEGREES 38 MINUTES 07 SECONDS EAST 62.84 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 46.97 FEET, RUN A CHORD DISTANCE OF 36.56 FEET, THE BEARING OF SAID CHORD

BEING SOUTH 08 DEGREES 10 MINUTES 42 SECONDS EAST; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 443.53 FEET, RUN A CHORD DISTANCE OF 65.99 FEET, THE BEARING OF SAID CHORD BEING SOUTH 10 DEGREES 27 MINUTES 29 SECONDS WEST; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 119.20 FEET, RUN A CHORD DISTANCE OF 33.23 FEET, THE BEARING OF SAID CHORD BEING SOUTH 01 DEGREE 49 MINUTES 14 SECONDS EAST; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 140.52 FEET, RUN A CHORD DISTANCE OF 63.14 FEET, THE BEARING OF SAID CHORD BEING SOUTH 26 DEGREES 05 MINUTES 14 SECONDS WEST; THENCE SOUTH 39 DEGREES 02 MINUTES 09 SECONDS WEST 35.96 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 104.98 FEET, RUN A CHORD DISTANCE OF 67.81 FEET, THE BEARING OF SAID CHORD BEING SOUTH 10 DEGREES 17 MINUTES 34 SECONDS WEST; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 98.15 FEET, RUN A CHORD DISTANCE OF 51.47 FEET, THE BEARING OF SAID CHORD BEING SOUTH 06 DEGREES 39 MINUTES 09 SECONDS WEST; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 39.71 FEET, RUN A CHORD DISTANCE OF 26.61 FEET, THE BEARING OF SAID CHORD BEING SOUTH 41 DEGREES 45 MINUTES 29 SECONDS WEST; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 235.40 FEET, RUN A CHORD DISTANCE OF 89.34 FEET, THE BEARING OF SAID CHORD BEING SOUTH 50 DEGREES 23 MINUTES 34 SECONDS WEST; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 85.27 FEET, RUN A CHORD DISTANCE OF 56.18 FEET, THE BEARING OF SAID CHORD BEING SOUTH 04 DEGREES 02 MINUTES 29 SECONDS WEST; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 167.41 FEET, RUN A CHORD DISTANCE OF 38.35 FEET, THE BEARING OF SAID CHORD BEING SOUTH 01 DEGREE 40 MINUTES 50 SECONDS WEST; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 36.25 FEET, RUN A CHORD DISTANCE OF 48.61 FEET, THE BEARING OF SAID CHORD BEING SOUTH 50 DEGREES 21 MINUTES 46 SECONDS WEST; THENCE NORTH 87 DEGREES 31 MINUTES 56 SECONDS WEST 20.55 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 44.55 FEET, RUN A CHORD DISTANCE OF 21.63 FEET, THE BEARING OF SAID CHORD BEING NORTH 50 DEGREES 20 MINUTES 50 SECONDS WEST; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 269.69 FEET, RUN A CHORD DISTANCE OF 15.15 FEET, THE BEARING OF SAID CHORD BEING NORTH 17 DEGREES 29 MINUTES 12 SECONDS WEST; THENCE NORTH 82 DEGREES 14 MINUTES 04 SECONDS WEST 19.52 FEET; THENCE SOUTH 17 DEGREES 31 MINUTES 04 SECONDS WEST 83.27 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 1160.00 FEET, RUN A CHORD DISTANCE OF 75.38 FEET, THE

BEARING OF SAID CHORD BEING SOUTH 13 DEGREES 41 MINUTES 02 SECONDS WEST; THENCE SOUTH 15 DEGREES 32 MINUTES 45 SECONDS WEST 219.26 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 140.00 FEET, RUN A CHORD DISTANCE OF 59.65 FEET, THE BEARING OF SAID CHORD BEING SOUTH 03 DEGREES 14 MINUTES 43 SECONDS WEST; THENCE SOUTH 09 DEGREES 03 MINUTES 20 SECONDS EAST 498.63 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 340.00 FEET, RUN A CHORD DISTANCE OF 163.53 FEET, THE BEARING OF SAID CHORD BEING SOUTH 22 DEGREES 58 MINUTES 14 SECONDS EAST; THENCE SOUTH 36 DEGREES 53 MINUTES 08 SECONDS EAST 139.42 FEET; THENCE NORTH 42 DEGREES 55 MINUTES 14 SECONDS EAST 156.58 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 27 SECONDS EAST 36.59 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 30.92 FEET, RUN A CHORD DISTANCE OF 35.06 FEET, THE BEARING OF SAID CHORD BEING NORTH 55 DEGREES 24 MINUTES 08 SECONDS WEST; THENCE NORTH 20 DEGREES 51 MINUTES 44 SECONDS WEST 11.07 FEET; THENCE NORTH 10 DEGREES 13 MINUTES 00 SECONDS WEST 68.07 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 79.77 FEET, RUN A CHORD DISTANCE OF 32.63 FEET, THE BEARING OF SAID CHORD BEING NORTH 22 DEGREES 01 MINUTE 09 SECONDS WEST; THENCE NORTH 33 DEGREES 49 MINUTES 19 SECONDS WEST 91.80 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE EASTERLY AND HAVING A RADIUS OF 47.63 FEET, RUN A CHORD DISTANCE OF 38.11 FEET, THE BEARING OF SAID CHORD BEING NORTH 10 DEGREES 14 MINUTES 22 SECONDS WEST; THENCE NORTH 13 DEGREES 20 MINUTES 36 SECONDS EAST 84.38 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 76.89 FEET, RUN A CHORD DISTANCE OF 54.58 FEET, THE BEARING OF SAID CHORD BEING NORTH 07 DEGREES 26 MINUTES 36 SECONDS WEST; THENCE NORTH 28 DEGREES 13 MINUTES 47 SECONDS WEST 58.83 FEET; THENCE NORTH 64 DEGREES 02 MINUTES 47 SECONDS EAST 9.89 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 77.38 FEET, RUN A CHORD DISTANCE OF 29.59 FEET, THE BEARING OF SAID CHORD BEING NORTH 29 DEGREES 52 MINUTES 51 SECONDS EAST; THENCE NORTH 40 DEGREES 54 MINUTES 21 SECONDS EAST 49.50 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 125.95 FEET, RUN A CHORD DISTANCE OF 54.16 FEET, THE BEARING OF SAID CHORD BEING NORTH 14 DEGREES 42 MINUTES 28 SECONDS EAST; THENCE NORTH 02 DEGREES 17 MINUTES 36 SECONDS EAST 9.40 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 107.29 FEET, RUN A CHORD DISTANCE OF 109.51 FEET, THE BEARING OF SAID CHORD BEING NORTH 28 DEGREES 23 MINUTES 34 SECONDS WEST; THENCE NORTH 65 DEGREES 46 MINUTES 27 SECONDS WEST 35.96 FEET; THENCE SOUTH 71 DEGREES 07 MINUTES 47 SECONDS WEST 17.64 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE

SOUTHEASTERLY AND HAVING A RADIUS OF 67.13 FEET, RUN A CHORD DISTANCE OF 108.90 FEET, THE BEARING OF SAID CHORD BEING NORTH 25 DEGREES 18 MINUTES 11 SECONDS EAST; THENCE NORTH 31 DEGREES 29 MINUTES 46 SECONDS EAST 107.90 FEET; THENCE NORTH 78 DEGREES 38 MINUTES 07 SECONDS EAST 90.40 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 60.00 FEET, RUN A CHORD DISTANCE OF 115.62 FEET, THE BEARING OF SAID CHORD BEING NORTH 24 DEGREES 23 MINUTES 05 SECONDS EAST; THENCE NORTH 30 DEGREES 26 MINUTES 18 SECONDS EAST 48.30 FEET; THENCE NORTH 78 DEGREES 38 MINUTES 07 SECONDS EAST 143.16 FEET; THENCE SOUTH 03 DEGREES 41 MINUTES 25 SECONDS EAST 78.82 FEET; THENCE SOUTH 10 DEGREES 58 MINUTES 50 SECONDS EAST 327.02 FEET; THENCE SOUTH 13 DEGREES 24 MINUTES 58 SECONDS EAST 140.64 FEET; THENCE SOUTH 74 DEGREES 56 MINUTES 15 SECONDS EAST 27.32 FEET; THENCE SOUTH 42 DEGREES 19 MINUTES 11 SECONDS EAST 70.12 FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 38 SECONDS EAST 66.06 FEET; THENCE SOUTH 08 DEGREES 06 MINUTES 11 SECONDS WEST 19.09 FEET; THENCE SOUTH 09 DEGREES 47 MINUTES 35 SECONDS EAST 60.11 FEET; THENCE SOUTH 28 DEGREES 15 MINUTES 23 SECONDS EAST 45.25 FEET; THENCE NORTH 74 DEGREES 37 MINUTES 36 SECONDS EAST 34.38 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 42 SECONDS EAST 47.78 FEET; THENCE SOUTH 30 DEGREES 05 MINUTES 09 SECONDS EAST 84.54 FEET; THENCE SOUTH 15 DEGREES 30 MINUTES 23 SECONDS WEST 56.00 FEET; THENCE SOUTH 32 DEGREES 59 MINUTES 21 SECONDS WEST 70.60 FEET; THENCE SOUTH 04 DEGREES 15 MINUTES 01 SECOND WEST 82.57 FEET; THENCE SOUTH 60 DEGREES 13 MINUTES 18 SECONDS WEST 49.06 FEET; THENCE SOUTH 41 DEGREES 33 MINUTES 10 SECONDS WEST 56.18 FEET; THENCE SOUTH 47 DEGREES 04 MINUTES 28 SECONDS WEST 70.48 FEET; THENCE SOUTH 44 DEGREES 34 MINUTES 41 SECONDS WEST 22.89 FEET; THENCE SOUTH 45 DEGREES 30 MINUTES 54 SECONDS WEST 293.02 FEET; THENCE SOUTH 38 DEGREES 35 MINUTES 21 SECONDS WEST 252.48 FEET; THENCE SOUTH 36 DEGREES 53 MINUTES 08 SECONDS EAST 17.67 FEET; THENCE SOUTH 53 DEGREES 06 MINUTES 52 SECONDS WEST 50.00 FEET; THENCE SOUTH 76 DEGREES 34 MINUTES 41 SECONDS WEST 140.73 FEET; THENCE NORTH 65 DEGREES 48 MINUTES 26 SECONDS WEST 43.85 FEET; THENCE NORTH 36 DEGREES 42 MINUTES 29 SECONDS WEST 227.21 FEET; THENCE NORTH 28 DEGREES 37 MINUTES 01 SECOND WEST 90.30 FEET; THENCE NORTH 37 DEGREES 40 MINUTES 00 SECONDS WEST 84.51 FEET; THENCE NORTH 41 DEGREES 42 MINUTES 18 SECONDS WEST 167.44 FEET; THENCE NORTH 22 DEGREES 52 MINUTES 40 SECONDS WEST 50.26 FEET; THENCE NORTH 08 DEGREES 46 MINUTES 39 SECONDS WEST 221.62 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 14 SECONDS WEST 164.06 FEET; THENCE NORTH 08 DEGREES 40 MINUTES 54 SECONDS WEST 189.18 FEET; THENCE NORTH 11 DEGREES 42 MINUTES 34 SECONDS WEST 149.87 FEET; THENCE NORTH 03 DEGREES 42 MINUTES 58 SECONDS EAST 75.61 FEET; THENCE NORTH 15 DEGREES 43 MINUTES 55 SECONDS EAST 122.00 FEET; THENCE NORTH 18 DEGREES 14 MINUTES 03 SECONDS EAST 163.45 FEET; THENCE NORTH 12 DEGREES 38 MINUTES 44 SECONDS EAST 57.15 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 56

SECONDS EAST 65.06 FEET; THENCE NORTH 02 DEGREES 32 MINUTES 00 SECONDS WEST 150.91 FEET; THENCE NORTH 07 DEGREES 27 MINUTES 52 SECONDS WEST 176.58 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 07 SECONDS WEST 96.57 FEET; THENCE NORTH 04 DEGREES 58 MINUTES 16 SECONDS EAST 193.48 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWESTERLY AND HAVING A RADIUS OF 690.00 FEET, RUN A CHORD DISTANCE OF 236.70 FEET, THE BEARING OF SAID CHORD BEING NORTH 23 DEGREES 37 MINUTES 50 SECONDS WEST; THENCE NORTH 37 DEGREES 54 MINUTES 37 SECONDS WEST 2.54 FEET; THENCE SOUTH 71 DEGREES 34 MINUTES 13 SECONDS WEST 21.30 FEET; THENCE SOUTH 48 DEGREES 04 MINUTES 08 SECONDS WEST 145.22 FEET; THENCE SOUTH 39 DEGREES 42 MINUTES 19 SECONDS WEST 63.57 FEET; THENCE SOUTH 27 DEGREES 40 MINUTES 36 SECONDS WEST 54.21 FEET; THENCE SOUTH 29 DEGREES 28 MINUTES 01 SECOND WEST 127.98 FEET; THENCE SOUTH 39 DEGREES 56 MINUTES 01 SECOND WEST 29.61 FEET; THENCE SOUTH 39 DEGREES 56 MINUTES 01 SECOND WEST 56.81 FEET; THENCE SOUTH 44 DEGREES 37 MINUTES 30 SECONDS WEST 127.37 FEET; THENCE SOUTH 24 DEGREES 32 MINUTES 48 SECONDS WEST 32.02 FEET; THENCE SOUTH 03 DEGREES 50 MINUTES 31 SECONDS EAST 31.86 FEET; THENCE SOUTH 46 DEGREES 11 MINUTES 13 SECONDS EAST 44.18 FEET; THENCE SOUTH 67 DEGREES 08 MINUTES 21 SECONDS EAST 47.61 FEET; THENCE SOUTH 71 DEGREES 10 MINUTES 45 SECONDS EAST 46.79 FEET; THENCE SOUTH 66 DEGREES 03 MINUTES 14 SECONDS EAST 70.96 FEET; THENCE SOUTH 54 DEGREES 29 MINUTES 08 SECONDS EAST 41.68 FEET; THENCE SOUTH 40 DEGREES 48 MINUTES 20 SECONDS EAST 94.58 FEET; THENCE SOUTH 18 DEGREES 46 MINUTES 18 SECONDS EAST 48.12 FEET; THENCE SOUTH 02 DEGREES 51 MINUTES 10 SECONDS WEST 116.68 FEET; THENCE SOUTH 20 DEGREES 07 MINUTES 31 SECONDS EAST 11.41 FEET; THENCE SOUTH 18 DEGREES 12 MINUTES 27 SECONDS WEST 94.76 FEET; THENCE SOUTH 13 DEGREES 53 MINUTES 07 SECONDS WEST 143.67 FEET; THENCE SOUTH 15 DEGREES 59 MINUTES 37 SECONDS WEST 87.15 FEET; THENCE SOUTH 11 DEGREES 04 MINUTES 42 SECONDS EAST 70.28 FEET; THENCE SOUTH 08 DEGREES 31 MINUTES 30 SECONDS EAST 113.99 FEET; THENCE SOUTH 08 DEGREES 57 MINUTES 34 SECONDS EAST 88.82 FEET; THENCE SOUTH 02 DEGREES 47 MINUTES 07 SECONDS WEST 90.67 FEET; THENCE SOUTH 04 DEGREES 14 MINUTES 37 SECONDS EAST 68.49 FEET; THENCE SOUTH 03 DEGREES 45 MINUTES 38 SECONDS WEST 75.62 FEET; THENCE SOUTH 51 DEGREES 43 MINUTES 48 SECONDS WEST 34.30 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 29 SECONDS WEST 45.58 FEET; THENCE SOUTH 40 DEGREES 26 MINUTES 39 SECONDS WEST 48.08 FEET; THENCE SOUTH 87 DEGREES 38 MINUTES 44 SECONDS WEST 28.60 FEET; THENCE NORTH 60 DEGREES 23 MINUTES 08 SECONDS WEST 44.49 FEET; THENCE NORTH 61 DEGREES 16 MINUTES 06 SECONDS WEST 186.73 FEET; THENCE NORTH 57 DEGREES 47 MINUTES 08 SECONDS WEST 83.79 FEET; THENCE NORTH 82 DEGREES 37 MINUTES 41 SECONDS WEST 44.68 FEET; THENCE NORTH 72 DEGREES 50 MINUTES 55 SECONDS WEST 27.10 FEET; THENCE NORTH 53 DEGREES 19 MINUTES 27 SECONDS WEST 27.46 FEET; THENCE NORTH 40 DEGREES 40 MINUTES 48 SECONDS WEST 61.50 FEET; THENCE NORTH 46 DEGREES 01 MINUTE 26 SECONDS WEST 64.58 FEET;

THENCE NORTH 50 DEGREES 46 MINUTES 23 SECONDS WEST 47.47 FEET; THENCE NORTH 56 DEGREES 38 MINUTES 06 SECONDS WEST 199.76 FEET; THENCE NORTH 68 DEGREES 25 MINUTES 22 SECONDS WEST 73.57 FEET; THENCE NORTH 80 DEGREES 31 MINUTES 12 SECONDS WEST 54.56 FEET; THENCE NORTH 85 DEGREES 44 MINUTES 22 SECONDS WEST 46.26 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 14 SECONDS WEST 48.54 FEET; THENCE NORTH 87 DEGREES 47 MINUTES 28 SECONDS WEST 80.85 FEET; THENCE NORTH 82 DEGREES 41 MINUTES 53 SECONDS WEST 46.85 FEET; THENCE SOUTH 54 DEGREES 00 MINUTES 52 SECONDS WEST 91.51 FEET; THENCE SOUTH 77 DEGREES 02 MINUTES 03 SECONDS EAST 32.53 FEET; THENCE SOUTH 42 DEGREES 45 MINUTES 41 SECONDS WEST 95.29 FEET TO THE NORTHEASTERLY LINE OF EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE, ACCORDING TO PLAT BOOK 50, PAGES 15 THROUGH 36, OF SAID PUBLIC RECORDS; THENCE ON LAST SAID LINE NORTH 47 DEGREES 14 MINUTES 19 SECONDS WEST 120.00 FEET; THENCE NORTH 42 DEGREES 45 MINUTES 41 SECONDS EAST 98.54 FEET; THENCE SOUTH 79 DEGREES 28 MINUTES 53 SECONDS EAST 4.09 FEET; THENCE NORTH 42 DEGREES 45 MINUTES 41 SECONDS EAST 25.04 FEET; THENCE NORTH 47 DEGREES 14 MINUTES 19 SECONDS WEST 98.53 FEET; THENCE NORTH 30 DEGREES 41 MINUTES 19 SECONDS WEST 7.02 FEET; THENCE NORTH 41 DEGREES 42 MINUTES 50 SECONDS EAST 175.98 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET, RUN A CHORD DISTANCE OF 59.73 FEET, THE BEARING OF SAID CHORD BEING NORTH 24 DEGREES 20 MINUTES 19 SECONDS EAST; THENCE NORTH 06 DEGREES 57 MINUTES 48 SECONDS EAST 203.02 FEET; THENCE NORTH 58 DEGREES 59 MINUTES 51 SECONDS EAST 404.97 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 335.00 FEET, RUN A CHORD DISTANCE OF 162.63 FEET, THE BEARING OF SAID CHORD BEING NORTH 44 DEGREES 56 MINUTES 59 SECONDS EAST; THENCE NORTH 30 DEGREES 40 MINUTES 06 SECONDS EAST 816.88 FEET; THENCE NORTH 79 DEGREES 16 MINUTES 07 SECONDS WEST 58.55 FEET; THENCE NORTH 55 DEGREES 45 MINUTES 24 SECONDS WEST 80.45 FEET; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 23.84 FEET, RUN A CHORD DISTANCE OF 46.27 FEET, THE BEARING OF SAID CHORD BEING SOUTH 71 DEGREES 46 MINUTES 27 SECONDS WEST; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 82.80 FEET, RUN A CHORD DISTANCE OF 55.88 FEET, THE BEARING OF SAID CHORD BEING SOUTH 71 DEGREES 05 MINUTES 58 SECONDS WEST; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 49.89 FEET, RUN A CHORD DISTANCE OF 42.83 FEET, THE BEARING OF SAID CHORD BEING SOUTH 35 DEGREES 39 MINUTES 00 SECONDS WEST; THENCE SOUTH 10 DEGREES 22 MINUTES 11 SECONDS EAST 22.67 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 30 SECONDS WEST 35.42 FEET; THENCE SOUTH 22 DEGREES 27 MINUTES 52 SECONDS WEST 113.02 FEET; THENCE SOUTH 31 DEGREES 28 MINUTES 32 SECONDS WEST 62.66 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 171.01 FEET, RUN

A CHORD DISTANCE OF 96.50 FEET, THE BEARING OF SAID CHORD BEING SOUTH 47 DEGREES 51 MINUTES 50 SECONDS WEST; THENCE SOUTH 63 DEGREES 58 MINUTES 20 SECONDS WEST 50.21 FEET; THENCE SOUTH 54 DEGREES 58 MINUTES 35 SECONDS WEST 66.15 FEET; THENCE WESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 30.97 FEET, RUN A CHORD DISTANCE OF 37.87 FEET, THE BEARING OF SAID CHORD BEING NORTH 87 DEGREES 20 MINUTES 07 SECONDS WEST; THENCE SOUTH 55 DEGREES 00 MINUTES 52 SECONDS WEST 96.45 FEET; THENCE SOUTHWESTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 660.00 FEET, RUN A CHORD DISTANCE OF 244.89 FEET, THE BEARING OF SAID CHORD BEING SOUTH 48 DEGREES 43 MINUTES 43 SECONDS WEST; THENCE SOUTH 59 DEGREES 19 MINUTES 28 SECONDS WEST 202.56 FEET; THENCE SOUTH 58 DEGREES 59 MINUTES 51 SECONDS WEST 75.77 FEET; THENCE SOUTH 62 DEGREES 00 MINUTES 58 SECONDS WEST 136.93 FEET; THENCE NORTH 55 DEGREES 14 MINUTES 46 SECONDS WEST 68.59 FEET; THENCE NORTH 53 DEGREES 44 MINUTES 26 SECONDS WEST 67.33 FEET; THENCE SOUTH 85 DEGREES 06 MINUTES 53 SECONDS WEST 23.98 FEET; THENCE NORTH 31 DEGREES 07 MINUTES 34 SECONDS WEST 36.00 FEET; THENCE NORTH 06 DEGREES 14 MINUTES 09 SECONDS EAST 25.79 FEET; THENCE NORTH 47 DEGREES 36 MINUTES 18 SECONDS WEST 74.42 FEET; THENCE NORTH 10 DEGREES 39 MINUTES 52 SECONDS EAST 56.33 FEET; THENCE NORTH 42 DEGREES 02 MINUTES 27 SECONDS EAST 77.21 FEET; THENCE NORTH 43 DEGREES 06 MINUTES 21 SECONDS EAST 11.28 FEET; THENCE NORTHEASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEASTERLY AND HAVING A RADIUS OF 185.00 FEET, RUN A CHORD DISTANCE OF 185.88 FEET, THE BEARING OF SAID CHORD BEING NORTH 43 DEGREES 06 MINUTES 21 SECONDS EAST; THENCE NORTH 43 DEGREES 06 MINUTES 21 SECONDS EAST 26.91 FEET; THENCE NORTH 32 DEGREES 00 MINUTES 12 SECONDS WEST 36.07 FEET; THENCE NORTH 81 DEGREES 28 MINUTES 47 SECONDS EAST 66.25 FEET; THENCE NORTH 85 DEGREES 28 MINUTES 31 SECONDS EAST 100.18 FEET; THENCE NORTH 73 DEGREES 55 MINUTES 06 SECONDS EAST 88.31 FEET; THENCE NORTH 46 DEGREES 48 MINUTES 30 SECONDS EAST 59.26 FEET; THENCE NORTH 20 DEGREES 32 MINUTES 41 SECONDS EAST 111.78 FEET; THENCE NORTH 39 DEGREES 16 MINUTES 32 SECONDS EAST 59.12 FEET; THENCE NORTH 29 DEGREES 56 MINUTES 31 SECONDS EAST 103.82 FEET; THENCE NORTH 39 DEGREES 21 MINUTES 40 SECONDS EAST 84.72 FEET; THENCE NORTH 21 DEGREES 09 MINUTES 05 SECONDS EAST 111.25 FEET; THENCE NORTH 38 DEGREES 35 MINUTES 19 SECONDS EAST 58.66 FEET; THENCE NORTH 88 DEGREES 17 MINUTES 19 SECONDS WEST 51.77 FEET; THENCE NORTH 30 DEGREES 37 MINUTES 48 SECONDS EAST 36.15 FEET; THENCE NORTH 46 DEGREES 50 MINUTES 11 SECONDS EAST 62.36 FEET; THENCE NORTH 10 DEGREES 45 MINUTES 30 SECONDS WEST 60.17 FEET; THENCE NORTH 18 DEGREES 25 MINUTES 56 SECONDS EAST 79.20 FEET; THENCE NORTH 79 DEGREES 02 MINUTES 20 SECONDS EAST 55.70 FEET; THENCE NORTH 47 DEGREES 02 MINUTES 04 SECONDS EAST 102.59 FEET; THENCE NORTH 79 DEGREES 04 MINUTES 27 SECONDS EAST 52.39 FEET; THENCE NORTH 84 DEGREES 02 MINUTES 36 SECONDS EAST 125.71 FEET; THENCE NORTH 78 DEGREES 15 MINUTES 30 SECONDS EAST 62.84 FEET; THENCE

SOUTH 87 DEGREES 13 MINUTES 09 SECONDS EAST 105.45 FEET; THENCE NORTH 80 DEGREES 08 MINUTES 52 SECONDS EAST 74.71 FEET; THENCE NORTH 73 DEGREES 14 MINUTES 08 SECONDS EAST 63.84 FEET; THENCE SOUTH 31 DEGREES 07 MINUTES 42 SECONDS EAST 63.08 FEET; THENCE SOUTH 60 DEGREES 38 MINUTES 09 SECONDS EAST 48.42 FEET; THENCE NORTH 22 DEGREES 57 MINUTES 33 SECONDS EAST 85.59 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 460.00 FEET, RUN A CHORD DISTANCE OF 63.03 FEET TO THE POINT OF BEGINNING, THE BEARING OF SAID CHORD BEING NORTH 19 DEGREES 01 MINUTE 50 SECONDS EAST, BEING 95.08 ACRES, MORE OR LESS, IN AREA.

Parcel II (Eagle Landing at OakLeaf Plantation Proposed Phase V):

A parcel of land situated in Section 13, Township 4 South, Range 24 East, Clay County, Florida; said parcel being more particularly described as follows:

Commence at the Southeast corner of said Section 13; Thence on the South line thereof run South 88 degrees 14 minutes 22 seconds West 1327.93 feet; Thence North 01 degree 45 minutes 55 seconds West 81.28 feet; Thence North 32 degrees 27 minutes 13 seconds East 77.54 feet; Thence North 12 degrees 25 minutes 55 seconds East 67.99 feet; Thence North 45 degrees 34 minutes 35 seconds East 63.19 feet; Thence North 29 degrees 34 minutes 51 seconds East 94.89 feet; Thence North 48 degrees 47 minutes 10 seconds East 48.90 feet; Thence North 64 degrees 26 minutes 46 seconds East 29.59 feet; Thence North 36 degrees 53 minutes 08 seconds West 163.15 feet; Thence North 36 degrees 53 minutes 08 seconds West 63.58 feet to the Southerly boundary of the PROPOSED EAGLE LANDING AT OAKLEAF PLANTATION PHASE FOUR; Thence on last said boundary run the following 4 courses: 1) North 76 degrees 34 minutes 41 seconds East 32.70 feet; 2) North 53 degrees 06 minutes 52 seconds East 50.00 feet; 3) North 36 degrees 53 minutes 08 seconds West 17.67 feet; 4) North 38 degrees 35 minutes 21 seconds East 30.99 feet; Thence South 36 degrees 53 minutes 08 seconds East 70.93 feet; Thence South 36 degrees 53 minutes 08 seconds East 112.87 feet; Thence Northeasterly on the arc of a curve concave to the Southeasterly and having a radius of 1150.00 feet, run a chord distance of 59.49 feet, the bearing of said chord being North 35 degrees 36 minutes 17 Seconds East; Thence North 52 degrees 54 minutes 47 seconds West 40.00 feet; Thence North 37 degrees 05 minutes 13 seconds East 20.00 feet; Thence South 52 degrees 54 minutes 47 seconds East 40.17 feet; Thence Northeasterly on the arc of a curve concave to the Southeasterly and having a radius of 1150.00 feet, run a chord distance of 270.25 feet, the bearing of said chord being North 44 degrees 49 minutes 52 Seconds East; Thence North 51 degrees 34 minutes 45 seconds East 62.54 feet; Thence Northeasterly on the arc of a curve concave to the Northwesterly and having a radius of 850.00 feet, run a chord distance of 39.46 feet, the bearing of said chord being North 50 degrees 14 minutes 56 Seconds East; Thence North 35 degrees 59 minutes 56 seconds East 62.60 feet; Thence North 51 degrees 21 minutes 48 seconds East 74.29 feet; Thence Northeasterly on the arc of a curve concave to the Northwesterly and having a radius of 850.00 feet, run a chord distance of 168.63 feet, the bearing of said chord being North 34 degrees 04 minutes 16 Seconds East; Thence North 06 degrees 24 minutes 09 seconds West 19.98 feet; Thence North 08 degrees 47 minutes 51 seconds East 78.88 feet; Thence North 08 degrees 47 minutes 02 seconds East 89.21 feet; Thence North

75 degrees 40 minutes 57 seconds East 55.49 feet; Thence Northerly on the arc of a curve concave to the Westerly and having a radius of 850.00 feet, run a chord distance of 139.97 feet, the bearing of said chord being North 09 degrees 11 minutes 07 Seconds East; Thence North 73 degrees 34 minutes 30 seconds West 38.21 feet; Thence North 12 degrees 50 minutes 39 seconds West 64.62 feet; Thence North 48 degrees 57 minutes 48 seconds East 68.87 feet; Thence Northerly on the arc of a curve concave to the Westerly and having a radius of 850.00 feet, run a chord distance of 92.24 feet, the bearing of said chord being North 06 degrees 40 minutes 39 Seconds West; Thence Northerly on the arc of a curve concave to the Easterly and having a radius of 2150.00 feet, run a chord distance of 283.10 feet, the bearing of said chord being North 06 degrees 00 minutes 46 Seconds West; Thence North 16 degrees 36 minutes 00 seconds West 30.52 feet; Thence North 01 degree 45 minutes 07 seconds East 115.59 feet; Thence North 07 degrees 26 minutes 05 seconds West 137.68 feet; Thence North 10 degrees 42 minutes 23 seconds East 111.78 feet; Thence North 12 degrees 51 minutes 45 seconds East 58.28 feet; Thence North 12 degrees 00 minutes 32 seconds East 47.95 feet; Thence North 03 degrees 56 minutes 31 seconds West 116.35 feet; Thence North 02 degrees 58 minutes 19 seconds West 122.28 feet; Thence North 14 degrees 46 minutes 28 seconds East 64.92 feet; Thence North 01 degree 20 minutes 02 seconds East 180.02 feet; Thence North 06 degrees 52 minutes 29 seconds East 174.59 feet; Thence North 38 degrees 57 minutes 27 seconds East 87.59 feet; Thence North 08 degrees 58 minutes 02 seconds East 59.53 feet; Thence North 02 degrees 43 minutes 16 seconds East 120.25 feet; Thence North 21 degrees 34 minutes 50 seconds West 98.03 feet; Thence North 06 degrees 03 minutes 48 seconds West 97.69 feet; Thence North 05 degrees 53 minutes 07 seconds West 98.87 feet; Thence North 04 degrees 50 minutes 34 seconds East 10.86 feet; Thence Northerly on the arc of a curve concave to the Easterly and having a radius of 1650.00 feet, run a chord distance of 101.39 feet, the bearing of said chord being North 05 degrees 45 minutes 34 Seconds West; Thence North 86 degrees 33 minutes 33 seconds West 52.96 feet; Thence South 03 degrees 26 minutes 27 seconds West 19.46 feet; Thence South 01 degree 11 minutes 24 seconds West 39.64 feet; Thence North 89 degrees 28 minutes 24 seconds West 21.11 feet; Thence North 27 degrees 43 minutes 48 seconds West 25.65 feet; Thence North 72 degrees 01 minute 08 seconds West 29.49 feet; Thence South 09 degrees 35 minutes 27 seconds West 13.93 feet; Thence South 13 degrees 48 minutes 22 seconds West 28.27 feet; Thence South 50 degrees 09 minutes 06 seconds West 27.83 feet; Thence South 41 degrees 55 minutes 29 seconds West 17.95 feet; Thence South 60 degrees 17 minutes 49 seconds West 37.90 feet; Thence South 70 degrees 55 minutes 41 seconds West 31.47 feet; Thence North 78 degrees 13 minutes 35 seconds West 54.21 feet; Thence North 53 degrees 36 minutes 41 seconds West 34.08 feet; Thence North 29 degrees 52 minutes 57 seconds West 52.14 feet; Thence North 13 degrees 14 minutes 54 seconds East 54.81 feet; Thence North 52 degrees 02 minutes 08 seconds East 51.99 feet; Thence North 14 degrees 27 minutes 41 seconds East 45.37 feet; Thence North 07 degrees 15 minutes 19 seconds East 44.12 feet; Thence North 57 degrees 13 minutes 55 seconds East 42.67 feet; Thence South 78 degrees 18 minutes 53 seconds East 50.76 feet; Thence South 04 degrees 03 minutes 36 seconds East 17.86 feet; Thence South 79 degrees 44 minutes 22 seconds East 32.95 feet; Thence South 27 degrees 40 minutes 35 seconds East 55.06 feet; Thence South 61 degrees 36 minutes 01 second East 20.73 feet; Thence North 55 degrees 00 minutes 33 seconds East 56.34 feet; Thence South 03 degrees 26 minutes 27 seconds West 63.99 feet; Thence South 86 degrees 33 minutes 33 seconds East 50.48 feet; Thence Northerly on the arc of a curve concave to the Easterly and having a radius of 1687.26 feet, run a chord distance of 123.96

feet, the bearing of said chord being North 01 degree 10 minutes 29 Seconds West; Thence North 13 degrees 07 minutes 40 seconds West 106.34 feet; Thence North 01 degree 16 minutes 06 seconds East 101.24 feet; Thence North 08 degrees 25 minutes 25 seconds East 87.19 feet; Thence North 39 degrees 08 minutes 49 seconds East 11.34 feet; Thence Northwesterly on the arc of a curve concave to the Southwesterly and having a radius of 150.00 feet, run a chord distance of 52.01 feet, the bearing of said chord being North 23 degrees 46 minutes 24 Seconds West; Thence North 42 degrees 49 minutes 46 seconds West 100.72 feet; Thence North 47 degrees 10 minutes 14 seconds East 114.83 feet; Thence North 40 degrees 45 minutes 35 seconds West 190.94 feet to the Southeasterly boundary of EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE, according to Plat Book 46 pages 71 through 93, of said Public Records; Thence on last said boundary run North 49 degrees 14 minutes 25 seconds East 80.00 feet; Thence South 40 degrees 45 minutes 35 seconds East 150.24 feet; Thence North 49 degrees 14 minutes 25 seconds East 20.19 feet; Thence North 84 degrees 12 minutes 15 seconds East 45.37 feet; Thence North 43 degrees 36 minutes 40 seconds East 30.05 feet; Thence South 89 degrees 13 minutes 01 second East 23.85 feet; Thence North 24 degrees 42 minutes 18 seconds East 25.98 feet; Thence North 31 degrees 52 minutes 44 seconds East 30.70 feet; Thence South 88 degrees 16 minutes 57 seconds East 37.00 feet; Thence North 02 degrees 26 minutes 09 seconds West 19.62 feet; Thence North 36 degrees 52 minutes 31 seconds East 50.02 feet; Thence North 35 degrees 05 minutes 27 seconds West 64.22 feet; Thence North 08 degrees 16 minutes 16 seconds East 22.99 feet; Thence North 32 degrees 21 minutes 46 seconds East 38.98 feet; Thence South 47 degrees 22 minutes 15 seconds East 55.76 feet; Thence North 71 degrees 56 minutes 12 seconds East 33.07 feet; Thence North 79 degrees 46 minutes 48 seconds East 49.11 feet; Thence North 61 degrees 41 minutes 58 seconds East 21.91 feet; Thence South 49 degrees 45 minutes 44 seconds East 26.55 feet; Thence South 12 degrees 11 minutes 57 seconds East 42.66 feet; Thence North 04 degrees 11 minutes 47 seconds West 141.04 feet; Thence North 26 degrees 56 minutes 12 seconds East 76.47 feet; Thence North 87 degrees 26 minutes 55 seconds East 28.99 feet to the Easterly line of said Section 13; Thence on last said line run the following 2 courses: 1) South 00 degrees 12 minutes 04 seconds East 2106.20 feet to the East Quarter-Corner; 2) South 00 degrees 08 minutes 15 seconds East 2654.25 feet to the Point of Beginning, being 62.74 acres, more or less, in area.

Lot Group 1

Lots 21, 28, 35, 46, 57, 59, 74-82, 84-89, 94, 95, 98, 99, 100, 111, 112, 123-129, 154 and 158, Eagle Landing at Oakleaf Plantation, Phase Two, as shown and described on a plat entitled "EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO" prepared by Eiland & Associates, Inc., of record in Plat Book 48, commencing at Page 1, Official Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Lot Group 2

Lots 8, 17, 35, 36, 51-217, 224-237, 242-247, 249, 255, 260, 264, 269, 273, 274, 275, 282, 304, 315, 318, 320, 322-328, 330, 343, 344, 346, 347, 349- 364, 366 and 367, Eagle Landing at Oakleaf Plantation, Phase Three, as shown and described on a plat entitled "EAGLE LANDING AT OAKLEAF PLANTATION, PHASE THREE" prepared by Eiland & Associates, Inc., of record in Plat Book 50, commencing at Page 15, Official Records of Clay County, Florida.

EXHIBIT "B"

HOLDINGS PROPERTY

Lot Group 1

Lots 25, 26, 44, 56, 68, 70, 71, 72, 91, 223 and 224, Eagle Landing at Oakleaf Plantation, Phase Two, as shown and described on a plat entitled "EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO" prepared by Eiland & Associates, Inc., of record in Plat Book 48, commencing at Page 1, Official Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Lot Group 2

Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 218, 219, 220, 221, 222, 223, 238, 239 and 241, Eagle Landing at Oakleaf Plantation, Phase Three, as shown and described on a plat entitled "EAGLE LANDING AT OAKLEAF PLANTATION, PHASE THREE" prepared by Eiland & Associates, Inc., of record in Plat Book 50, commencing at Page 15, Official Records of Clay County, Florida.

EXHIBIT "C"

INVESTMENT PROPERTY

Lots 302, 306, 311, 313, 317, 332, 334, 338 and 342, EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE, according to the Plat thereof as recorded in Plat Book 50, Pages 15-36, of the Public Records of Clay County, Florida.

EXHIBIT "D"

BUILDER PROPERTY

Builder Resource and Development Co., L.P.

Lot 26 EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE, according to the Plat thereof as recorded in Plat Book 46, Pages 71-93, of the Public Records of Clay County, Florida.

Lots 102, 104, 131, 132, 133, 137, 159, 166, 187, 191, 194, 202, 204, 206, 293, 305, 210, 245, 258, 281, and 287 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Lots 15, 25, 26, 28, 33, 34, 40, 254 and 271, EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE, according to the Plat thereof as recorded in Plat Book 50, Pages 15-36, of the Public Records of Clay County, Florida.

Cornerstone Homes, LLC

Lots 105, 106, 110, 117, 147, 160, 189, 190, 197, 198, 203, 208, 264, 265 and 280 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

J. A. Long Design Builders

Lots 27, 47, 96, 97, 178, 179, 186, 270, 274, 276 and 283 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Sid Higginbotham Builder, Inc.

Lot 75 EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE, according to the Plat thereof as recorded in Plat Book 46, Pages 71-93, of the Public Records of Clay County, Florida.

Lots 10, 19, 34, 37, 61, 252, 259, 271, 290 and 291 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Lots 291, 292, 297 and 298 EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE, according to the Plat thereof as recorded in Plat Book 50, Pages 15-36, of the Public Records of Clay County, Florida.

R. Rosewood Homes, Inc.

Lots 119, 136, 152 and 273 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Lots 253, 256, 261, 276, 279, 299, 300, 308 and 312 EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE, according to the Plat thereof as recorded in Plat Book 50, Pages 15-36, of the Public Records of Clay County, Florida.

Standard Pacific of Jacksonville

Lots 34, 202 and 204 EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE, according to the Plat thereof as recorded in Plat Book 46, Pages 71-93, of the Public Records of Clay County, Florida.

Lots 138, 140, 141, 145, 146, 148, 149, 151, 156, 161, 165, 167, 168, 169, 247, 293, 295, 303 and 306 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Lots 1, 3, 7, 14, 265, 283, 309, 333, 335, 337, 339 and 341 EAGLE LANDING AT OAKLEAF PLANTATION PHASE THREE, according to the Plat thereof as recorded in Plat Book 50, Pages 15-36, of the Public Records of Clay County, Florida.

Poimboeuf Homes, Inc.

Lots 17, 49 and 62 EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO according to the Plat thereof as recorded in Plat Book 48, commencing at Page 1, of the Public Records of Clay County, Florida (see also Correction Affidavit in Official Records Book 2576, at Pages 2097-2113).

Prepared by/Return to:
Jason E. Merritt
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

AMENDED AND RESTATED COVENANT FOR MEMBERSHIP AND CLUB CHARGES

This Amended and Restated Covenant for Membership and Club Charges (this “Restated Covenant”) is made this 13 of November, 2018, by SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, having an address at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (the “District”) in its capacity as the “Club Owner” as defined herein.

BACKGROUND

A. The District, by virtue of that certain warranty deed from Eagle Golf Course Corporation dated June 21, 2016 and recorded in Official Records Book 3869, Page 1753 of the public records of Clay County, Florida, is the owner of that certain golf club commonly known as the “Eagle Landing Golf Club” (the “Golf Club”).

B. The Golf Club is located within that certain development located in Clay County commonly known as Eagle Landing at Oakleaf Plantation (the “Development”).

C. The Development is governed by that certain Declaration of Covenants, Conditions, Restrictions, Limitations and Easements recorded January 14, 2005 in Official Records Book 2476, Page 1689 of the Public Records of Clay County, Florida (including all exhibits thereto, and all amendments thereof, the “Declaration”).

D. Additionally, a portion of the Development as is more particularly described on **Exhibit A** attached hereto and incorporated by reference (the “Property”) is subject to those certain Covenants for Membership and Club Charges recorded February 8, 2010 in Official Records Book 3180, Page 1852 of the Public Records of Clay County, Florida (the “Club Covenants”).

E. Further, all of the Lots (as said term is defined in the Declaration) are subject to that certain Membership Reservation Agreement recorded April 9, 2009 in Official Records

Book 3100, Page 1171 of the Public Records of Clay County, Florida (the “Membership Reservation Agreement”).

F. In connection with its acquisition of the Golf Club, District received that certain Assignment of Developer’s Rights recorded June 22, 2016 in Official Records Book 3869, Page 1823, Public Records of Clay County, Florida (the “Assignment of Rights”), which Assignment of Rights assigned and transferred to District certain rights relating to the Golf Club arising pursuant to the Declaration, the Club Covenants, and the Membership Reservation Agreement, as well as rights arising pursuant to certain restrictive covenants imposed by deeds for properties within the Development which require owners of property within the Development to maintain a social membership in the Golf Club. Specifically, pursuant to the Assignment of Rights, District has acquired the status of “Club Owner” as said term is defined in the Club Covenants.

G. The District, in its capacity as the Club Owner, desires to amend and restate the Club Covenants in their entirety, and the District further represents and warrants that it has full power and authority to amend and restate the Club Covenants, that it is not required to obtain the approval of any other party before executing this Restated Covenant, and that the persons executing this Restated Covenant on its behalf have the right, power and authority to do so.

NOW THEREFORE, the District does hereby amend and restate the Club Covenants as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference.

2. Defined Terms. Capitalized terms not otherwise defined herein shall have the following meanings:

A. “Lot” means any portion of the Property shown as such on a subdivision plat duly recorded in the Official Records of Clay County, Florida.

B. “Owner” means the record title holder, whether one (1) or more persons or entities, of fee simple title to a Lot other than a merchant builder acquiring a Lot for the purpose of construction of a single-family home for sale to a third person or a mortgagee (unless and until such mortgagee acquires title to a Lot pursuant to foreclosure or any proceeding in lieu of foreclosure).

3. Burdened Property. The Property shall be held, sold, conveyed, encumbered, leased, occupied, and improved subject to the covenants, conditions, restrictions, assessments, liens, charges, and other provisions set forth in this Restated Covenant which shall run with the

Property and be binding on all parties having any right, title or interest in any part of the Property, their heirs, successors in title, and assigns.

Provided however, notwithstanding any provision to the contrary contained herein, the following property shall be exempt from this Restated Covenant:

A. all common areas, if any of Eagle Landing at Oakleaf Plantation Owners Association, Inc.; and

B. all property dedicated to and accepted by any governmental authority or public utility, including all property dedicated to or owned by the District.

4. Mandatory Social Membership. By acquisition of a Lot, each Owner shall automatically become a holder of a "Social Pass" (as such term is used in District Resolution 2016-23, as the same may from time to time be amended or superseded) in the Golf Club and shall possess such rights inuring thereto as may be established from time to time by the Board of Supervisors of the District. Each Owner acknowledges that upon the initial acquisition of a Lot and in connection with each subsequent sale of or transfer of title to a Lot thereafter (including transfers by inheritance or devise) that an initiation fee in an amount established from time to time by the District shall be due and payable to the District, which initiation fee shall be due and payable at the time of closing of the sale of or transfer of title to such Lot (the "Initiation Fee"). In addition to the Initiation Fee, each Owner shall be responsible for payment of an annual fee in an amount established by the District in connection with the Social Pass (the "Annual Fee"). The District intends to levy and collect the Annual Fee as an assessment on the annual tax bill for a Lot pursuant to the "Uniform Method" as provided by Section 197.3632, Florida Statutes, or any successor thereto. Provided however, nothing contained herein shall be deemed to obligate the District to utilize the Uniform Method to collect the Annual Fee and the District reserves the right to utilize any method of collection available to the District under Florida law.

5. Nature of Golf Club and Membership. The District is a governmental unit established under Florida law and, accordingly, the District shall operate the Golf Club as a public golf course. Chapter 120 and 190, Florida Statutes, authorize the District to adopt rules, rates, charges and fees to govern the administration of the Golf Club and defray costs of the operation thereof. The Board has previously adopted certain rates pertaining to the District's operations, and the Golf Club specifically, in Resolution 2012-01 and Resolution 2016-23 (collectively, together with any future amendments or modifications thereto, the "Rate Resolutions"). The use of the Golf Club by any individual shall be governed by policies, rules and regulations adopted by the District from time to time. The District reserves the right to amend from time to time the applicable policies, rules and regulations and the rates pertaining to the Golf Club in accordance with Florida law. A copy of the then applicable policies, rules and

regulations and Rate Resolutions pertaining to the Golf Club may be obtained by contacting the District at 475 West Town Place, Suite 114, St. Augustine, Florida 32092, Attention: District Manager.

6. Contractual Notice to Purchasers. By acquiring a Lot, each Owner covenants that immediately prior to the space reserved for the signature of the purchaser, each contract for the sale of a Lot shall include the following statement in capitalized, boldfaced type which is larger than the type in the remaining text of the contract:

THE PROPERTY TO BE ACQUIRED PURSUANT TO THIS CONTRACT IS SUBJECT TO A RECORDED COVENANT WHICH REQUIRES THE PURCHASER(S) TO MAINTAIN A SOCIAL MEMBERSHIP IN THE EAGLE LANDING GOLF CLUB ("GOLF CLUB") AND PAY AN "INITIATION FEE" AND "ANNUAL FEES" (EACH AS DEFINED IN THE RECORDED COVENANT) TO THE SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") IN CONNECTION WITH THE GOLF CLUB. PURCHASER(S) SHOULD REVIEW THE COVENANT, THE DISTRICT POLICIES, RULES AND REGULATIONS PERTAINING TO THE GOLF CLUB, AND THE DISTRICT'S RATE RESOLUTIONS PERTAINING TO THE GOLF CLUB PRIOR TO THE EXECUTION OF THIS CONTRACT. COPIES OF THE COVENANT, DISTRICT POLICIES, RULES AND REGULATIONS, AND DISTRICT RESOLUTIONS ARE AVAILABLE FROM THE DISTRICT UPON REQUEST.

By acquiring a Lot, any Owner failing to comply with the foregoing provision shall be deemed to have agreed to indemnify and hold the District harmless from and against all claims of any kind or nature whatsoever, including reasonable attorneys' fees, paralegals' fees and costs, through all appeals, arising out of or in connection with such failure.

7. Enforcement. By acquiring a Lot, each Owner acknowledges and agrees that the District, and its successors and assigns, shall have the right to enforce the terms of this Restated Covenant against an Owner and shall be entitled to any and all remedies at law or equity.

8. General. This Restated Covenant may be amended or terminated by Club Owner at any time in its sole and absolute discretion. No other person or individual shall have the right to amend this Restated Covenant. If any covenant, condition, restriction or provision of this Covenant shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such covenant, condition, restriction or provision shall continue only until the date which is twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II the Queen of England.

IN WITNESS WHEREOF, the District does hereby execute this Restated Covenant as of the date first written above.

Signed, sealed, and delivered in the presence of:

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

[Handwritten Signature]
Witness Signature
Print Name: KEITH I. HADDEN

By: [Handwritten Signature]
Name: _____
As its Chairman/Vice-Chairman

[Handwritten Signature]
Witness Signature
Print Name: KATE S. BUCHANAN

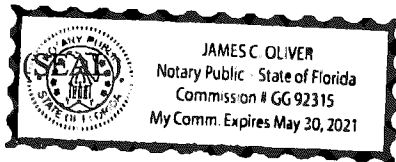
STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 13 day of November, 2018, by GARY CROSS, as Chairman/Vice-Chairman of South Village Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, on its behalf.

[Handwritten Signature]

Signature of Notary Public



Name of Notary Public
(Typed, Printed or Stamped)

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

List of Exhibits
Exhibit A – Description of the Property

EXHIBIT A

Description of the Property

LOTS 26, 34, 75, 202 AND 204, EAGLE LANDING AT OAKLEAF PLANTATION PHASE ONE, AS RECORDED IN PLAT BOOK 46, PAGE 71, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

LOTS 10, 17, 19, 21, 25-28, 34, 35, 37, 44, 46, 47, 49, 56, 57, 59, 61, 62, 68, 70-72, 74-82, 84-89, 91, 94-100, 102, 104-106, 110-112, 117, 119, 123-129, 131-133, 136-138, 140, 141, 145-149, 151, 152, 154, 156, 158-161, 165-169, 178, 179, 186, 187, 189-191, 194, 197, 198, 202-204, 206, 208, 210, 223, 224, 245, 247, 252, 258, 259, 264, 265, 270, 271, 273, 274, 276, 280, 281, 283, 287, 290, 291, 293, 295, 303, 305, AND 306, EAGLE LANDING AT OAKLEAF PLANTATION, PHASE TWO, AS RECORDED IN PLAT BOOK 48, PAGE 1, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA. (SEE ALSO CORRECTION AFFIDAVIT IN OFFICIAL RECORDS BOOK 2576, PAGES 2097-2113).

LOTS 1, 3, 7, 8, 14, 15, 17, 25, 26, 28, 33-36, 40, 42-239, 241, 242-247, 249, 253-256, 260, 261, 264, 265, 269, 271, 273-276, 279, 282, 283, 291, 292, 297-300, 302, 304, 306, 308, 309, 311-313, 315, 317, 318, 320, 322-328, 330, 332-335, 337-339, 341-344, 346, 347, 349-364, 366 AND 367, EAGLE LANDING AT OAKLEAF PLANTATION, PHASE THREE, AS RECORDED IN PLAT BOOK 50, PAGE 15, OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

THOSE CERTAIN LANDS AS DESCRIBED IN TORREY PINES AT OAKLEAF PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGE 69, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

THOSE CERTAIN LANDS AS DESCRIBED IN SPANISH BAY AT OAKLEAF PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGE 61, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

THOSE CERTAIN LANDS AS DESCRIBED IN SEA PINES AT OAKLEAF PLANTATION, AS RECORDED IN PLAT BOOK 55, PAGE 53, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

THOSE CERTAIN LANDS AS DESCRIBED IN PRAIRIE DUNES AT OAKLEAF PLANTATION, AS RECORDED IN PLAT BOOK 56, PAGE 1, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

THOSE CERTAIN LANDS AS DESCRIBED IN EAGLE LANDING AT OAKLEAF PLANTATION PHASE V, AS RECORDED IN PLAT BOOK 59, PAGE 13, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

**THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

Alexandra "Ali" Griffin, Esq.
Head, Moss, Fulton & Griffin, P.A.
1530 Business Center Drive, Suite 4
Fleming Island, Florida 32003
Phone: (904) 278-8200 ext. 211
Fax: (904) 215-7862

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Tara S. Green, CLAY County Clerk, FL
Rec: \$61.00
Deputy Clerk RODRIGUEZW

For Recording Purposes Only

**FIRST AMENDMENT TO AMENDED AND RESTATED
COVENANT FOR
MEMBERSHIP AND CLUB CHARGES**

This FIRST AMENDMENT TO COVENANTS FOR MEMBERSHIP AND CLUB CHARGES dated as of December 5, 2019 by **SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("SVCDD"), **WS WB HOLDINGS, L.L.C.**, a Virginia limited liability company ("Oakland Hills Owner"), **ES WB HOLDINGS, L.L.C.**, a Virginia limited liability company ("Lot 2 Owner") (Oakland Hills Owner and Lot 2 Owner collectively the "Owners") and **DREES HOMES OF FLORIDA, INC.**, a Florida corporation ("Drees") recites and provides:

RECITALS

A. By COVENANTS FOR MEMBERSHIP AND CLUB CHARGES dated February 8, 2010, of record in the Official Records of Clay County, Florida ("Official Records") in Book 3180, at Pages 1852-1881 ("Covenants"), Eagle Golf Course Corporation, a Virginia corporation ("Eagle") and certain other parties named therein burdened certain Property (as such term is defined in the Covenants) with certain covenants, conditions, restrictions, assessments, liens, charges and other provisions for the benefit of the Eagle Landing Golf Club owned by it ("Club").

B. By Special Warranty Deed dated June 21, 2016, of record in the Official Records in Book 3869, Page 1753, Eagle conveyed the Club to SVCDD.

C. By Assignment of Developer's Rights dated as of June 22, 2016, of record in the Official Records in Book 3869, Page 1823, Eagle assigned all of its rights as Club Owner (as such term is defined in the Covenants) arising pursuant to the Covenants to SVCDD.

D. The Covenants grant the Club Owner the right to amend the Covenants at any time in its sole and absolute discretion.

E. Pursuant to the foregoing right, by Amended and Restated Covenant for Membership and Club Charges dated November 13, 2018, of record in the Official Records in Book 414, Page 1827, SVCDD did amend and restate the Covenants in their entirety (“Restated Covenant”).

F. Oakland Hills Owner owns the real property shown and described on that certain plat entitled “Oakland Hills at Eagle Landing” prepared by Harold T. Eiland of record in the Official Records in Plat Book 61, Pages 66 through 73 (“Plat”), LESS AND EXCEPT the portions thereof constituting the rights-of-way of Spyglass Hill Lane, Oakland Hills Avenue and Eagle Rock Road and the Drees Lots (as such term is defined below) (“Oakland Hills Property”).

G. Lot 2 Owner owns the property described as Lot 2 on the Westbank Plat prepared by Harold T. Eiland of record in the Official Records in Plat Book 59, at Page 65 (“Lot 2 Property”).

H. By virtue of (i) that certain Special Warranty Deed dated as of June 12, 2019, of record in the Official Records in Book 4201, Pages 1713 through 1714, (ii) that certain Special Warranty Deed dated as of July 12, 2019, of record in the aforesaid Records in Book 4210, Pages 2076 through 2077 and (iii) that certain Special Warranty Deed dated as of October 4, 2019, of record in the aforesaid Records in Book 4240, at Page 684, Drees owns Lots 10, 14-18, 26, 43, 44, 45 – 50 and 54 shown and described on the Plat (“Drees Lots”) (the Drees Lots, together with the Oakland Hills Property and the Lot 2 Property collectively the “Additional Property”).

I. Drees also is the holder of (i) a Mortgage granted by Oakland Hills Owner burdening the Oakland Hills Property of record in the Official Records in Book 4157, at Page 1074 and (ii) a Mortgage granted by Lot 2 Owner burdening the Lot 2 Property of record in the aforesaid Records in Book 4243, at Page 1723 (the “Drees Mortgages”).

J. SVCDD, Owners and Drees wish to extend the burden of the Restated Covenant to the Additional Property.

K. Drees wishes to join herein to consent to subordinate the Drees Mortgages to the provisions of the Restated Covenant as amended hereby.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Amendment.* The term “Property” as used in the Restated Covenant is hereby amended to include the Additional Property.

2. *Joindure.* Owners and Drees join herein to consent to inclusion of their respective portions of the Additional Property as part of the Property subject to the Restated Covenant.

3. Subordination. Drees acknowledges and agrees that the Drees Mortgages shall be subordinate to and inferior in lien and dignity to the Restated Covenant as amended hereby.

[Balance of page intentionally blank. Signature pages follow.]

[Signature page to First Amendment to Amended and Restated Covenant for Membership and Club Charges.]

WITNESS the following signatures pursuant to due authority.

WITNESSES:

SVCDD:

SOUTH VILLAGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes

Tamra Patsolic

Sign Name

Tamra Patsolic

Print Name

Marilyn D. Ayers

Sign Name

Marilyn D. Ayers

Print Name

By: [Signature]

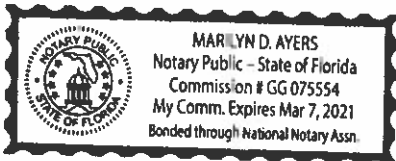
Name: Chris Dayton

Title: Chairman

State of Florida)
) ss.
County of Clay)

On December 10, 2019, before me personally appeared Chris Dayton, Chairman of the South Village Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the entity upon behalf of which he/she acted executed the instrument.

WITNESS my hand and official seal.



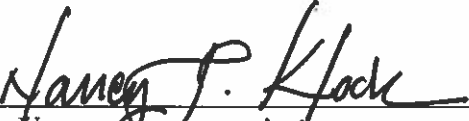
(Seal)


[Signature]
Notary's Signature


[Signature pages follow.]


[Signature page to First Amendment to Amended and Restated Covenant for Membership and Club Charges.]

WITNESSES:



 Sign Name


 Print Name


 Sign Name


 Print Name

OAKLAND HILLS OWNER:

WS WB HOLDINGS, L.L.C., a Virginia
 limited liability company, by **WB
 INVESTMENT COMPANY**, a Virginia
 corporation, its Sole Member

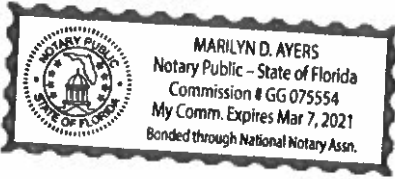
By: 

 Roger S. Arrowsmith
 President

State of Florida)
) ss.
 County of Clay)

On December 10, 2019, before me personally appeared Roger S. Arrowsmith, President of WB Investment Company, a Virginia corporation, sole member of WS WB Holdings, L.L.C., a Virginia limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.





 Notary's Signature

(Seal)

[Signature pages follow.]

[Signature page to First Amendment to Amended and Restated Covenant for Membership and Club Charges.]

WITNESSES:

LOT 2 OWNER:

ES WB HOLDINGS, L.L.C., a Virginia limited liability company, by WB INVESTMENT COMPANY, a Virginia corporation, its Sole Member

Nancy J. Hock
Sign Name
NANCY J. HOCK.
Print Name

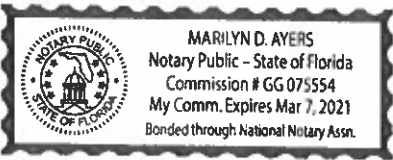
By: RSa
Roger S. Arrowsmith
President

Marilyn D. Ayers
Sign Name
Marilyn D. Ayers
Print Name

State of Florida)
) ss.
County of Clay)

On December 10, 2019, before me personally appeared Roger S. Arrowsmith, President of WB Investment Company, a Virginia corporation, sole member of ES WB Holdings, L.L.C., a Virginia limited liability company, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which he acted executed the instrument.

WITNESS my hand and official seal.



Marilyn D. Ayers
Notary's Signature

(Seal)

[Final signature page follows.]

EXHIBIT A



Addendum to Purchase and Sales Agreement

This Addendum to Purchase and Sale Agreement (“Addendum”) dated _____, 20__, between _____ (“Seller”) and _____ and _____ (“Buyers”) **shall become part of the warranty deed and provides:**

Pursuant to the Agreement, Seller has agreed to sell and Buyers have agreed to purchase Lot ___ in the _____ neighborhood, Phase ___ of Eagle Landing at Oakleaf Plantation, Clay County, Florida (“Lot”). As a material inducement to Seller to enter into and perform the Agreement, Buyers covenant that commensurate with acquisition of the Lot and for so long as Buyers are the owner thereof, Buyers will acquire and maintain in good standing a Resident Social Membership in the Eagle Landing Golf Club (the “Club”), or such other membership as may be later required, in accordance with the provisions of that certain Covenants for Club Membership and Charges dated February 8, 2010, and recorded in the Official Records of Clay County, Florida in Book 3180 at Page 1852 – 1881; Amended & Restated Covenant for Membership & Club Charges recorded Nov 13, 2018, Book 4141 Page 1827 (the “Covenant”); and First Amendment to Amended & Restated Covenant for Membership & Club Charges recorded Dec 10, 2019, Book 4259, Pages 1-7 as same may be amended, modified or supplemented from time to time, and to be bound by the foregoing instrument with the same force and effect had Seller joined in such instrument to extend the burden thereof to the Lot.

Without limiting the generality of the foregoing, Buyers acknowledge and agree that (i) Eagle Golf Course Corporation, which owns and operates the Club, as well as its successors and assigns as owner thereof (the “Club Owner”), are intended to be third-party beneficiaries of the foregoing Covenant, (ii) by acquisition of a lot, Buyers further acknowledge and agree that the Club Owner, and its successors and assigns, shall have the right to enforce the terms of the Covenant and any other document referenced therein against Buyers and shall be entitled to any and all remedies at law or in equity, including but not limited to those remedies enumerated in the Covenant, as same may be amended, modified or supplemented from time to time, (iii) such Covenant shall run with the land, and be binding upon Buyers, their successors and assigns in title to the Lot, and (iv) such Covenant shall be set forth in the deed conveying the Lot from Seller to Buyers delivered by Seller at closing under the Agreement.

WITNESS the following signatures as of the year and date first above written.

Buyer Date

Buyer Date

Seller Date