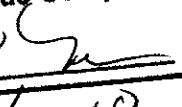


Recorded Electronically
By: North American Title Company

Date:

9/13/18



ORB 31139/1518

THIS INSTRUMENT PREPARED BY:
Gerald L. Knight
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Suntrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

**CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED
GARDENS BY THE HAMMOCKS CLUB PLAN**

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	3
2. Non-Exclusive License	7
3. Club Facilities.....	7
3.1 Club Property	7
3.2 Constitution of the Club Facilities	7
3.3 Changes	8
4. Persons Entitled to Use the Club Facilities.....	8
4.1 Rights of Members	8
4.2 Rights of Annual Members.....	8
4.3 Use by Persons Other than Owners and Lessees	8
4.4 Subordination	9
5. Ownership and Control of the Club.....	9
5.1 Control of Club By Club Owner	9
5.2 Transfer of Club	9
5.3 Ambiguities	9
6. Club Expenses.....	9
6.1 Club Assessments	9
6.2 Club Dues.....	9
6.3 Club Fees.....	10
6.4 Club Dues and Fees Schedule	10
6.5 Perpetual.....	10
6.6 Individual Homes.....	10
6.7 Special Use Fees	10
6.8 Additional Club Fees	10
6.9 Time Is of Essence	10
7. Determination of Club Expenses.....	11
7.1 Fiscal Year	11
7.2 Adoption of Budget.....	11
7.3 Adjustments If Budget Estimates Incorrect	11
7.4 Reserves	11
7.5 Collection.....	11
8. Operations.....	11
8.1 Control	11
8.2 Club Manager.....	11
9. Right of Association	11

10. General Restrictions.....	12
10.1 Minors	12
10.2 Responsibility for Personal Property and Persons	12
10.3 Cars and Personal Property	12
10.4 Activities	12
10.5 Property Belonging to the Club	12
10.6 Indemnification of Club Owner	12
10.7 Attorneys' Fees	13
10.8 Unrecorded Rules.....	13
10.9 Waiver of Club Rules and Regulations.....	13
11. Violation of the Club Rules and Regulations.	13
11.1 Basis For Suspension	134
11.2 Types of Suspension	14
12. Destruction.....	14
13. Risk of Loss	15
14. Additional Indemnification of Club Owner.....	15
15. Estoppel.....	15
16. No Waiver.....	15
17. Term and Covenant Running with Land.....	16
18. Resolution of Disputes.....	16
19. Venue	16
20. Release	16
21. Amendment.....	17
22. Severability	17
23. Notices	17
24. Florida Statutes	18
25. Headings	18

AMENDED AND RESTATED
GARDENS BY THE HAMMOCKS CLUB PLAN

THIS AMENDED AND RESTATED CLUB PLAN (this "**Club Plan**") is made by Century Gardens at Tamiami Community Development District (the "**District**" or "**Club Owner**").

RECITALS

A. Hammock Lennar, Inc. (the "**Pre-Transfer Club Owner**") was the owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**") on which The Gardens by the Hammocks Club (the "**Club**") is located.

B. On June 24, 2014, that certain Gardens by The Hammocks Club Club Plan was recorded in Official Records Book 29204, at Page 3817 of the Public Records of Miami-Dade County, Florida (the "**Original Club Plan**"). On June 15, 2016, that certain First Amendment to Gardens by the Hammocks Club Club Plan was recorded in Official Records Book 30114, at page 4875 of the Public Records of Miami-Dade County, Florida (the "**First Amendment**"). On May 11, 2017, that certain Second Amendment to Gardens by the Hammocks Club Club Plan was recorded in Official Records Book 30530, at page 1504 of the Public Records of Miami-Dade County, Florida (the "**Second Amendment**"). The Pre-Transfer Club Plan, the First Amendment and the Second Amendment shall hereafter be collectively referred to as the "**Pre-Transfer Club Plan**."

C. The District has acquired the Club Property from the Pre-Transfer Club Owner, together with all of the Pre-Transfer Club Owner's rights and privileges as the Club Owner under the Pre-Transfer Club Plan, as defined in the Pre-Transfer Club Plan ("**Club Plan Assignment**").

D. Pursuant to Section 26 of the Pre-Transfer Club Plan, the District, as the Club Owner, has the right to amend the Pre-Transfer Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

E. The District, as Club Owner, wishes to amend and restate in its entirety, the Pre-Transfer Club Plan as set forth herein.

NOW, THEREFORE, the District, as Club Owner, hereby amends and restates the Pre-Transfer Club Plan in its entirety, and declares that the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan:

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

"**Annual Member**" shall mean a member of the public who acquires an Annual Membership in the Club.

"**Annual Membership**" shall mean a non-exclusive license issued to an Annual Member to use the Club pursuant to the provisions of the Club Plan.

“**Association**” shall mean Gardens by the Hammocks Homeowners Association, Inc., its successors and assigns.

“**Bonds**” shall mean such notes, obligations, bonds or bond anticipation notes, and any refunding, restructuring or replacement notes, obligations, bonds or bonds anticipation notes, issued by the District from time to time.

“**Bond Counsel**” shall mean Greenberg Traurig, P.A. or any other nationally recognized law firm selected by the District.

“**Budget**” shall have the meaning set forth in Section 7 hereof.

“**Builder**” shall have the meaning set forth in the Declaration.

“**Club**” shall have the meaning set forth in the Recitals, and shall further mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

“**Club Assessments**” shall mean non-ad valorem special assessments imposed and levied by the Club Owner pursuant to Section 190.022, Florida Statutes, and maintenance special assessments imposed and levied by the Club Owner pursuant to Section 190.021, Florida Statutes, in each case levied against the Owners in relation to the acquisition, operation and maintenance of the Club.

“**Club Dues**” shall mean the charges for use of the Club Facilities to be paid by the Annual Members pursuant to the provisions of this Club Plan.

“**Club Expenses**” shall mean all costs (as such term is used in its broadest sense) of owning, acquiring, operating, managing, maintaining, repairing, replacing, expanding and insuring the Club, whether direct or indirect, including, but not limited to, trash collection, utility charges, cablevision charges, telecommunications charges, internet access charges, maintenance, legal fees of Club Owner relative to the Club, accounting fees, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, construction, payroll and payroll costs, insurance, working capital, ad valorem or other taxes, assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities. Club Owner may allocate a reasonable portion of its overhead (e.g., District Manager costs) to Club Expenses.

“**Club Facilities**” shall mean the actual facilities, improvements and personal property which Club Owner shall actually have made available to Owners, Annual Members, Immediate Family Members, and members of the public pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER’S SOLE AND ABSOLUTE DISCRETION.

“Club Fees” shall mean the rates, fees, rentals and other charges determined from time to time by the Club Owner for the use of the Club Facilities and services by Members, Annual Members, Immediate Family Members, and members of the public, in accordance with Section 190.035, Florida Statutes, as amended from time to time. Club Fees shall not include Club Assessments.

“Club Manager” shall mean the person or entity operating and managing the Club, at any time, as designated by the District. The District Manager may be the Club Manager. Club Owner reserves the right to designate the Club Manager in Club Owner’s sole and absolute discretion.

“Club Owner” shall mean the Century Gardens at Tamiami Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder, subject to receipt of an opinion of Bond Counsel to the effect that such assignment will not cause interest on the Bonds to be included in gross income for federal income tax purposes. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed 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. Club Owner may change from time to time.

“Club Plan” shall mean this Amended and Restated Gardens by the Hammocks Club Plan, together with all amendments and modifications hereto by the Club Owner from time to time.

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

“Common Areas” shall mean the Common Areas within the Community as set forth in the Declaration.

“Community” shall mean **“Gardens by the Hammocks”** as defined in the Declaration.

“Declaration” shall mean that certain Declaration for Gardens by the Hammocks, recorded in Official Records Book 29383, Page 0875 of the Official Records of Miami-Dade County, Florida, as such Declaration has or may be further amended or modified from time to time.

“Developer” shall have the meaning set forth in the Declaration.

“District” shall mean the Century Gardens at Tamiami Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Miami-Dade County, Florida.

“District Manager” shall mean the manager of the District.

"Gardens by the Hammocks" shall have the meaning set forth in the Declaration.

"Gardens by the Hammocks Club Rules and Regulations" shall have the meaning set forth in Section 10.8 hereof.

"Home" shall have the meaning set forth in the Declaration. The loss of a certificate of occupancy for a Home (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of a Member to pay Club Assessments with respect to such Home. The term **"Home"** includes any interest in land, improvements, or other property appurtenant to the Home.

"Immediate Family Members" shall mean the spouse or domestic partner of the Member, or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve (12) year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member (hereinafter defined) (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services, or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

"Lender" shall have the meaning set forth in the Declaration.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community.

"Member" shall mean every Owner or Lessee; provided, however, for the purposes of Membership, there shall be only one Member per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home. Member shall also mean the Developer to the extent that the Developer is the record owner of fee simple title to any Home.

"Original Club Plan" shall have the meaning set forth in the preamble above

"Owner" shall mean the record owner (whether one or more persons or entities) of the fee simple title to any Home. For purposes of this Club Plan, Developer and/or a Builder

shall be deemed an Owner to the extent Developer and/or a Builder is the record owner of fee simple title to any Parcel upon which a Home will be constructed.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property located within the legal boundaries of the District, not including any such real property interest owned by the District. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Parking Areas" shall mean all areas designated for parking for use of the Club Facilities within the Club Facilities or the Common Areas.

"Public Records" shall mean the Public Records of Miami-Dade County, Florida, as applicable.

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

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. **Non-Exclusive License.** The provisions of this Club Plan do not grant any ownership rights in the Club in favor of the Association, Members, Annual Members, Immediate Members, members of the public or Lenders, but, rather, grant a nonexclusive license to use the Club subject to the provisions of this Club Plan and subject to full compliance with all obligations imposed by this Club Plan and the District from time to time.

3. **Club Facilities.**

3.1 **Club Property.** Club Owner presently owns all of the real property comprising the Club Property. 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 the Club Property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions may cause an increase or decrease in Club Expenses.

3.2 **Construction of the Club Facilities.** Club Owner shall have the unequivocal right to:

3.2.1 Construct, reconstruct, in whole or in part, the Club and related improvements upon the Club Property, and make any additions, alterations, improvements, or changes thereto;

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

3.2.3 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;

3.2.4 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion; and

3.2.5 undertake all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.2.6 use the Common Areas for ingress and egress to and parking for the Club Property for the Club Owner, Members, Annual Members, Immediate Family Members, members of the public, and the Club Owner's representatives, agents, guests, invitees, and vendors (collectively, the "**Club Parties**").

3.2.7 Exercise all Club Owner rights set forth in the Declaration.

3.3 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, remove, modify, alter or change the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

4. **Persons Entitled to Use the Club Facilities.**

4.1 Rights of Members. Each Member and his Immediate Family Members shall have such non-exclusive rights and privileges to use the Club Facilities as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Home. If a Home 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 one (1) person residing in the Home who will be the Member of the Club with respect to such Home. Members shall have no right to access any portion of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

4.2 Rights of Annual Members. Each Annual Member, and his or her Immediate Family Members shall have the same non-exclusive rights and privileges as shall from time to time be granted by Club Owner to Members. Annual Memberships are open to any member of the public, subject to reasonable limitations in number that may be imposed by the Club Owner from time to time. In order to exercise the rights of an Annual Member, a person must apply for and be issued an Annual Membership by the Club Owner. Annual Memberships shall be renewable on an annual basis. If an Annual Membership is acquired by a corporation, trust or other legal entity, then such Annual Member shall designate one (1) person who will exercise the rights of the Annual Member with respect to such Annual Membership.

4.3 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 members of the public, including individuals, persons, firms or corporations other than Members and Annual Members. Without limiting such rights, Club Owner has the right to reserve the Club Facilities for charitable, educational, social or business functions to the exclusion of the Members and Annual Members. Club Owner shall establish the fees to be paid, if any, by any person or entity using the Club who is not a Member or Annual Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Member's or Annual Member's obligations to the

Club pursuant to this Club Plan, or give any Member or Annual Member the right to avoid any of the provisions of this Club Plan.

4.4 Subordination. This Club Plan and the rights of Members to use the Club Facilities are and shall be subject and subordinate to: (a) any mortgage, deed of trust, bond covenant or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. The Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. **Ownership and Control of the Club.**

5.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner.

5.2 Transfer of Club. The Members acknowledge that pursuant to Chapter 190, Florida Statutes, Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time, provided that, while any Bonds remain outstanding, the District must have received an opinion of Bond Counsel to the effect that such transfer will not cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5.3 Ambiguities. 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.

6. **Club Expenses.**

6.1 Club Assessments. In consideration for acquiring and providing for use of the Club by the Members, the District intends to cover payment of the Club Expenses by levying Club Assessments against each Owner. Collection of Club Assessments from the Owners shall be pursuant to the provisions of Chapter 190, Florida Statutes, and other applicable laws, as amended from time to time.

6.2 Club Dues. Club Owner will set the Club Dues to be payable in advance by Annual Members for the ensuing Membership year, which will be the twelve (12) month period commencing October 1 of each year and ending on September 30 of the succeeding year. Club Owner reserves the right to set the amount of such annual Club Dues to be payable by Annual Members at any level it deems appropriate, provided it is the intent of Club Owner that the Club Dues payable by an Annual Member approximate the amount of the annual Club Assessments levied by Club Owner against an Owner from time to time. All Club Dues are subject to payment by the Annual Member of any applicable sales, use or other taxes, fees and charges imposed by any governmental entity. Annual Members may not use the Club Facilities without payment in full of the Club Dues. Club Dues shall not be abated for any reason, including, without limitation, temporary unavailability of all or any portion of the Club Facilities, disability of the Annual Member or their absence from use of the Club Facilities.

6.3 Club Fees. Club Owner will, from time to time, determine the amount of Club Fees to be paid by Members, Annual Members, Immediate Family Members, and non-members for services provided at the Club (e.g., food and beverages), for use of the Club Facilities by members of the public, and for rental of the Club Facilities by Members, Annual Members, Immediate Family Members, and members of the public. All Club Fees are subject to payment of applicable sales, use or other taxes and required transfer fees or charges imposed by any governmental entity. The failure of any Member, Annual Member, Immediate Family Member, or member of the public to pay Club Fees shall constitute grounds for suspension of use of the Club Facilities, to disciplinary action and exercise of available legal remedies by the Club Owner.

6.4 Club Dues and Fees Schedule. The Club Dues and Club Fees shall be established by the Club Owner, and may be revised from time to time (the "Club Dues and Fees Schedule").

6.5 Perpetual. Subject to the provisions of Chapter 190, Florida Statutes, each Member's obligation to pay Club Assessments shall be perpetual regardless of: (i) whether there is a Home on the Member's Parcel, (ii) if there is a Home located on the Member's Parcel, whether the Home is occupied, foreclosed, destroyed, renovated, replaced, rebuilt or leased or (iii) whether the Member desires to or is physically capable of using the Club.

6.6 Individual Homes. Owners of individual Homes shall pay Club Assessments for one membership per Home. If an Owner owns more than one Home, Club Assessments are payable for each and every Home owned by such Owner.

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Members, Annual Members, or Immediate Family Members (but less than all Members and Annual Members) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Members, Annual Members, Immediate Family Members, and members of the public shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

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

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

7. **Determination of Club Expenses.**

7.1 **Fiscal Year.** The fiscal year for the Club shall be October 1 of each year to September 30 of the succeeding year.

7.2 **Adoption of Budget.** Club Assessments shall be established by the adoption of a projected Club budget by Club Owner (the "**Budget**"). Written notice of the amount and date of commencement thereof shall be given in accordance with Chapter 190, Florida Statutes and other applicable law, as amended from time to time.

7.3 **Adjustments If Budget Estimates Incorrect.** In the event the estimate of Club Expenses for the year is less than the actual Club Expenses, then the difference shall be subject to levy of an additional Club Assessment against the Owners.

7.4 **Reserves.** The Budget may, at the election of Club Owner, include one or more reserve funds funded by annual Club Assessments for the periodic maintenance, repair and replacement of improvements to the Club Facilities, and any required Bond covenants.

7.5 **Collection.** Club Owner shall determine from time to time the method by which Club Assessments, Club Dues, Club Fees, Special Use Fees and any other amounts due to Club Owner shall be collected. In addition to all rights of collection provided in this Club Plan and otherwise by law, the Pre-Transfer Club Owner shall continue to retain any and all rights set forth in the Pre-Transfer Club Plan or as provided by law to enforce the collection of Club Dues, Special Use Fees, Membership Fees (all as defined in the Pre-Transfer Club Plan) and other amounts due to the Pre-Transfer Club Owner under the Pre-Transfer Club Plan accrued through the date of the Club Plan Assignment, including, but not limited to, the right to foreclose any lien resulting from the non-payment of Membership Fees, as provided in the Pre-Transfer Club Plan ("**Pre-Transfer Club Plan Collection Rights**"), which Pre-Transfer Club Plan Collection Rights are incorporated into this Club Plan by reference as if fully stated herein.

8. **Operations.**

8.1 **Control.** The Club and the Club Facilities shall be under the complete supervision and control of Club Owner.

8.2 **Club Manager.** The District Manager shall initially be the Club Manager, provided that, at any time, Club Owner may appoint a different Club Manager to act as its agent. The Club Manager and the District Manager may enforce the Club Silver Palms Rules and Regulations.

9. **Right of Association.** Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Members without charge. The Club may lease any part of the Club Facilities to the Association for use for the benefit of residents of the Community.

10. **General Restrictions.** Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Annual Member, Immediate Family Member, and member of the public entitled to use the Club shall comply with following general restrictions:

10.1 **Minors.** The use of the Club by minors is governed by the Club Rules and Regulations. Parents are responsible for the actions and safety of such minors and any damages to the Club Facilities. Club Owner is not liable for the actions of such minors.

10.2 **Responsibility for Personal Property and Persons.** Each Member, Annual Member, and member of the public using the Club Facilities assumes sole responsibility for its own health, safety and welfare, and the health, safety and welfare of his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each such person shall not allow any of the foregoing to damage the Club or interfere with the rights of other persons hereunder.

10.3 **Cars and Personal Property.** The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or Common Areas. Without limiting the foregoing, any person parking a car within the Parking Areas or Common Areas assumes all risk of loss with respect to his or her car in the Parking Areas or Common Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area. No trailers or boats may be parked on the Club Property at any time.

10.4 **Activities.** Any 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, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every such person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. No person may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

10.5 **Property Belonging to the Club.** Property, furniture or equipment belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

10.6 **Indemnification of Club Owner.** EACH MEMBER, ANNUAL MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, NON-MEMBER AND OTHER PERSON USING THE CLUB FACILITIES (EACH AN "**INDEMNIFYING PARTY**") AGREES TO INDEMNIFY AND HOLD HARMLESS CLUB OWNER AND CLUB MANAGER, THEIR OFFICERS, SUPERVISORS, 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 THE INDEMNIFYING PARTY'S ACTIONS RELATING TO OR ARISING OUT OF USE OF THE CLUB FACILITIES BY THE INDEMNIFYING PARTY AND THEIR IMMEDIATE FAMILY MEMBERS, AND 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 OR OF ANY OF THE INDEMNIFIED PARTIES RELATED TO OR ARISING OUT OF THE FOREGOING. LOSSES SHALL INCLUDE THE DEDUCTIBLE PAYABLE UNDER ANY OF THE CLUB'S INSURANCE POLICIES. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

10.7 Attorneys' Fees. Should any Indemnifying Party bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Indemnifying Party 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. Otherwise, in any dispute arising out of or related to this Agreement, each party shall bear its own attorney's fees and costs.

10.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("Gardens by the Hammocks Club Rules and Regulations") from time to time. Club Owner may determine not to record such Gardens by the Hammocks Club Rules and Regulations; therefore, each Owner and Lessee should request a copy of unrecorded Gardens by the Hammocks Club Rules and Regulations from the Club and become familiar with the same. Such Gardens by the Hammocks Club Rules and Regulations are in addition to the general restrictions set forth in this Club Plan, and shall be binding upon the Members, Annual Members, Immediate Family Members, and the general public.

10.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Gardens by the Hammocks Club Rules and Regulations to one or more Members, Annual Members, Immediate Family Members, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time without notice.

11. **Violation of the Gardens by the Hammocks Club Rules and Regulations.**

11.1 Basis For Suspension. The membership rights of a Member, Annual Member, or Immediate Family Member may be suspended by Club Owner if in the sole judgment of Club Owner:

11.1.1 such person is not an Owner, Lessee or Annual Member;

11.1.2 the Member or Annual Member violates one or more of the Gardens by the Hammocks Club Rules and Regulations;

11.1.3 an Immediate Family Member, a guest or other person for whom a Member or Annual Member is responsible violates one or more of the Gardens by the Hammocks Club Rules and Regulations;

11.1.4 a Member fails to pay Club Assessments or an Annual Member fails to pay Club Dues in a proper and timely manner or an Member or Annual Member or fails to pay Club Fees or Club Special Use Fees;

11.1.5 a Member, Annual Member, Immediate Family Member, and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner; or

11.1.6 Any other reasons as set forth in the Gardens by the Hammocks Club Rules and Regulations

11.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any membership or use privileges to use any or all of the Club Facilities or services. By way of example, and not as a limitation, Club Owner may suspend the membership use rights of a Lessee if such Lessee's Owner fails to pay Club Assessments due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a person to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member) or Club Manager may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No person 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 Assessments, Club Dues or any other fees. Under no circumstance will a person's membership privileges be reinstated until all Club Assessments, Club Dues, Club Fees, Club Special Use Fees and other amounts due to the Club are paid in full. Other rights and remedies pertaining to suspension may be provided for in the Gardens by the Hammocks Club Rules and Regulations.

12. 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; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Assessments of Club Dues during casualty or reconstruction. After any 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 may terminate this Club Plan by document recorded in the Public Records, provided termination of the Club Plan shall not terminate Club Assessments.

13. **Risk of Loss.** Club Owner shall not be liable for, and the Members and Annual Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God or force majeure, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. No Member or Annual Member shall be entitled to cancel its obligations under this Club Plan or any abatement in Club Assessments of Club Dues on account of any such occurrence.

14. **Additional Indemnification of Club Owner.** THE ASSOCIATION AND EACH MEMBER COVENANT AND AGREE JOINTLY AND SEVERALLY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES 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 AREAS, CLUB PROPERTY, OR OTHER PROPERTY SERVING ASSOCIATION, AND IMPROVEMENTS THEREON, OR RESULTING FROM OR ARISING OUT OF ACTIVITIES OR OPERATIONS OF ASSOCIATION OR OWNERS, 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, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. 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 OPERATING COSTS OF ASSOCIATION TO THE EXTENT SUCH MATTERS ARE NOT COVERED BY INSURANCE MAINTAINED BY ASSOCIATION.

15. **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 the Declaration is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that the Declaration, as so modified, is in full force and effect); and (b) acknowledging that there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Owners with respect to the Declaration or this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest. The Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that the Declaration is in full force and effect; and (2) that there are no uncured defaults.

16. **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 person, 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 shall be effective unless made by Club Owner in writing.

17. **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with the Community in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of the Community, shall be burdened with the provisions of this Club Plan. Every Owner, by acceptance of a deed, shall automatically assume and agree to comply with the provisions of this Club Plan.

18. **Resolution of Disputes.** ASSOCIATION, CLUB OWNER, AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND LESSEE, AND EACH ANNUAL MEMBER AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION, EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE AND ANNUAL MEMBER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. NOTWITHSTANDING ANYTHING IN THIS CLUB PLAN TO THE CONTRARY, THE CLUB OWNER SHALL NOT BE LIABLE TO ANY MEMBER, ANNUAL MEMBER, OWNER, IMMEDIATE FAMILY MEMBER, GUEST, OR LESSEE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, GUEST, LESSEE AND ANNUAL MEMBER AGREES NOT TO BRING ANY CLAIM AGAINST CLUB OWNER AS A REPRESENTATIVE OF A CLASS OR TO PARTICIPATE AS A MEMBER IN ANY CLASS ACTION AGAINST CLUB OWNER. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN.

19. **Venue.** VENUE FOR THE RESOLUTION OF ANY DISPUTE ARISING OUT OF, REGARDING OR IN ANY WAY CONNECTED TO THE CLUB, THE CLUB PLAN OR USE OF THE CLUB FACILITIES SHALL LIE EXCLUSIVELY IN MIAMI-DADE COUNTY, FLORIDA.

20. **Release.** BEFORE ACCEPTING A DEED TO A HOME, OR BEFORE APPLYING FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL 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 HOME OR SUBMITTAL OF AN APPLICATION FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER AND ANNUAL MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A HOME OR APPLYING FOR AN ANNUAL MEMBERSHIP THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER OR ANNUAL 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 OWNER AND ANNUAL 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 WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, SUPERVISORS, 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 AND SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

21. **Amendment.** Club Owner shall have the right to terminate this Club Plan or amend any portion or portions of this Club Plan as it deems appropriate in its sole discretion, at any time and from time to time, without the joinder or consent of any person or entity whatsoever, and without notice. Club Owner's right to amend under this provision is to be construed as broadly as possible. Each Owner, Member and Annual Member agrees that he, she or it has no vested property, contract or other legal or equitable rights under current statutory or case law or otherwise with respect to any provision in this Club Plan. In the event of an ambiguity arising out of or related to this Club Plan, Club Owner shall have the sole right and authority to interpret the meaning of the Club Plan and resolve any ambiguities, the determination of the Club Owner shall be binding on all parties.

22. **Severability.** Invalidation 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.

23. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, e-mailed or delivered by professional carrier or overnight delivery to

the last known address at the time of such mailing, provided proof of receipt is required for telefaxed or emailed delivery of notice.

24. **Florida Statutes**. Notwithstanding anything in this Club Plan to the contrary, the provisions of Chapter 190, Florida Statutes, and other laws applicable to the District, as amended from time to time, shall control in the event of a conflict with or ambiguity in the terms of this Club Plan.

25. **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 following page]

NOW, WHEREFORE, Century Gardens at Tamiami Community Development District has set its signature and seal below this 15th day of August, 2018.

WITNESSES:

6th

September

**CENTURY GARDENS AT TAMIAMI
COMMUNITY DEVELOPMENT
DISTRICT**

[Signature]

Print Name: Amendo Silva

[Signature]

Print Name: Michael J. Pawelczyk

By: [Signature]

Chairperson/Vice-Chairperson

4th day of Sept., 2018

ATTEST:

[Signature]

Secretary/Assistant Secretary

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 6 day of September 2018, by [Signature] as Chairperson/Vice-Chairperson of the Board of Supervisors for **CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.



My commission expires:

[Signature]
Notary Public

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this 6 day of September 2018, by Neil Calix, as Secretary/Assistant Secretary of **CENTURY GARDENS AT TAMIAMI COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.



My commission expires:

[Signature]
Notary Public

EXHIBIT "A"

TRACT "M", CLUB HOUSE PARCEL

LEGAL DESCRIPTION:

A portion of Tract "A", AMERIFIRST PARK, according to the Plat thereof, as recorded in Plat Book 127, at Page 65, of the Public Records of Miami-Dade County, Florida, said land lying in Section 9, Township 55 South, Range 39 East, being more particularly described as follows:

Commence at the Southwest corner of Tract "A" of the said plat of AMERIFIRST PARK, thence run North 87°26'00" East along the South line of said Tract "A", AMERIFIRST PARK, a line which lies 40 feet North of and parallel with the centerline of SW 120th Street, for a distance of 1040.01 feet to a point; thence run North 02°20'50" West, along a line which lies 1040.00 feet Easterly of, as measured at right angles to and parallel with the Westerly line of said Tract "A", for a distance of 947.91 feet to a point; thence run South 87°39'10" West for a distance of 151.00 feet to the Point of Beginning of parcel herein after described; thence continue South 87°39'10" West for a distance of 156.00 feet to a point of curvature with a circular concave to the Northeast having a radius of 25.00 feet and a central angle of 90°00'00"; thence Northwestly along the arc of said curve an arc distance of 39.27 feet to a point of tangency; thence run North 02°20'50" West for a distance of 65.15 feet to a point; thence run North 87°39'10" East for a distance of 19.00 feet to a point; thence run North 02°20'50" West for a distance of 83.20 feet to a point; thence run North 87°39'10" East for a distance of 168.00 feet to a point; thence run South 02°20'50" East for a distance of 92.75 feet to a point; thence run North 87°39'10" East for a distance of 19.00 feet to a point; thence run South 02°20'50" East for a distance of 55.60 feet to a point of curvature with a circular concave to the Northwest having a radius of 25.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve an arc distance of 39.27 feet to the Point of Beginning; containing 0.74 acres more or less.

This Exhibit consists of 2 pages and each page shall not be considered full, valid and complete unless attached to the others together with the signature and the original raised seal of a Florida licensed surveyor and mapper on page 2 of 2.

AND: TRACT "B" of GARDEN ESTATES AT THE HAMMOCKS, according to the plat thereof, as recorded in Plat Book 170, Page 60 of the Public Records of Miami-Dade County.