

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

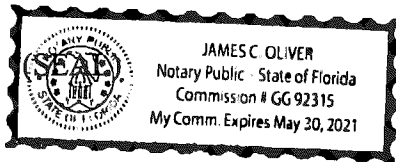
STATE OF FLORIDA

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.