

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

JEFF COOPERMAN, ESQ.
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1101 BRICKELL AVENUE, SUITE N1101
MIAMI, FLORIDA 33131

**FIRST AMENDMENT
TO
SEAGROVE CLUB
CLUB PLAN**

THIS FIRST AMENDMENT TO SEAGROVE CLUB CLUB PLAN (this “**First Amendment**”) is made by SEAGROVE CLUB, LLC, a Florida limited liability company (“**Club Owner**”).

RECITALS

- A. Club Owner recorded that certain Seagrove Club Club Plan on November 5, 2024 in Official Records Book 5229, at Page 1655 of the Public Records of Saint Lucie County, Florida (the “**Club Plan**”).
- B. Section 26 of the Club Plan provides that Club Owner shall have the right to amend the Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever.
- C. Club Owner desires to amend the Club Plan as set forth herein.

NOW THEREFORE, Club Owner hereby declares that every portion of the Club (as defined in the Club Plan) and Seagrove is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

- 1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
- 2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Club Plan, this First Amendment shall control. Whenever possible, this First Amendment and the Club Plan shall be construed as a single document. Except as modified hereby, the Club Plan shall remain in full force and effect.
- 3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Club Plan. The following defined terms are hereby amended and/or added to the Club Plan:

“**Member**” shall mean every Owner (other than an Owner who has leased his Home to Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home or Lot. 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; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues. Notwithstanding the foregoing, Club Owner may provide access to the Club for contract purchasers upon the signing of a membership agreement and payment of Club Dues. Club Owner shall establish qualification requirements, fees and dues for a contract purchaser to have use of the Club Facilities prior to becoming an Owner of a Home or Lot. Once the purchaser obtains title to the Home or Lot, then such purchaser shall be deemed an Owner and Member hereunder. Notwithstanding anything contained herein to the contrary, the Landbanker and any Land Bank shall not be deemed a “Member” under this Club Plan.

“**Land Bank**” shall mean any record owner of fee simple title to any Lot who is designated in writing as a Land Bank by Developer. Land Banks generally may be established to acquire, hold, manage, and facilitate the development or disposal of vacant Lots and/or and/or to construct Homes. All entities designated as Land Banks shall be considered Builders. In addition to the foregoing, any homebuilder to whom a Land Bank conveys a Lot who is not the Developer shall be a Builder.

4. Club Dues. Section 6 of the Club Plan is hereby amended as follows:

6. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home or Lot shall be deemed to have specifically covenanted and agreed to pay all Club Dues which are set forth herein. Notwithstanding the foregoing, Landbanker and any Land Bank shall not be deemed an Owner under this Club Plan and shall not be obligated to pay Club Dues. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

5. Commencement of First Charges. Section 6.11 of the Club Plan is hereby amended as follows:

6.11 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home or Lot to an Owner and as to each Builder on the date that a Home owned by such Builder receives a Certificate of Occupancy. The Landbanker and any Land Bank shall not be required to pay Club Dues with respect to Lots owned by the Landbanker and/or Land Bank, as applicable. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities).

6. Amendment. Section 26 of the Club Plan is hereby amended as follows:

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall be effective until it is recorded in the Public Records. Notwithstanding any other provision herein to the contrary, for so long as a Land Bank, the Landbanker or Developer owns a Lot, no amendment to this Club Plan shall materially adversely affect the rights of the Developer, Land Bank, and/or the Landbanker or property owned by Developer, Land Bank, and/or the Landbanker unless such amendment receives the prior written consent of the Developer, Land Bank, and/or the Landbanker, as applicable, which may be withheld for any reason whatsoever. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Seagrove to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Seagrove from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Home or Lot's Club Membership Fee that shall be imposed from time to time.

7. Modification. Except as the Club Plan is amended by this First Amendment, all of the terms and provisions of the Club Plan shall remain in full force and effect.

[Additional text and signatures appear on the following page]

8. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Club Owner under the Club Plan, has hereunto set its hand and seal this 3 day of December, 2024.

WITNESSES:

Kayla Holody
Print Name: Kayla Holody
P.O. Address: 3931 RCA Blvd. Suite 3105
Palm Beach Gardens, Florida 33410

John Arth
Print Name: John Arth
P.O. Address: 3931 RCA Blvd. Suite 3105
Palm Beach Gardens, Florida 33410

SEAGROVE CLUB, LLC, a Florida limited liability company

By: LENNAR HOMES, LLC, a Florida limited liability company, its Sole Member.

By: [Signature]
Name Michael Meyers
Title: Vice President

{SEAL}

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

SS.:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3 day of December, 2024 by Michael Meyers, as Vice President of LENNAR HOMES, LLC, the Sole Member of SEAGROVE CLUB, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification, on behalf of the company.

My commission expires: 4/19/25

Haley Mall
NOTARY PUBLIC, State of Florida at Large
Print Name: Haley Mall



HALEY MALL
Commission #HH 118673
Expires April 19, 2025
Bonded Thru Budget Notary Services

JOINDER

DRP FL 6, LLC

DRP FL 6, LLC, a Delaware limited liability company, does hereby join in the First Amendment to Seagrove Club Club Plan to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of December, 2024.

WITNESSES:

DRP FL 6, LLC, a Delaware limited liability company

Josephine Cimino
Print Name: Josephine Cimino
P.O. Address: 520 Madison Ave - 21st Fl
New York, NY 10022

By: Houdin Honarver
Name: Houdin Honarver
Title: Authorized Signatory {SEAL}

Maghan Mahony
Print Name: Maghan Mahony
P.O. Address: 520 Madison Ave - 21st Fl
New York, NY 10022

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

On the 3rd day of December in the year 2024 before me, the undersigned, personally appeared Houdin Honarver, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Josephine G. Cimino
Notary Public

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028