

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

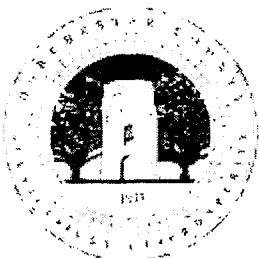
***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****



Instrument #:	2022026743		
Receipt Number:	157365	Return To:	NEXSEN PRUET
Recorded As:	MISCELLANEOUS		
Recorded On:	October 20, 2022		
Recorded At:	04:12:34 PM	Received From:	NEXSEN PRUET
Recorded By:	NW	Parties:	
Book/Page:	RB 14435: 182 - 228		Direct- SUMMERS CORNER CLUB LLC
Total Pages:	47		Indirect- CLUB AT SUMMERS CORNER

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee: \$25.00
Tax Charge: \$0.00



Margaret Bailey

Margaret Bailey - Register of Deeds

46

THIS CLUB PLAN CONTAINS AN ARBITRATION PROVISION AND THIS NOTICE IS MADE PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (SOUTH CAROLINA CODE OF LAWS (1976), AS AMENDED, § 15-48-10 ET SEQ.)

CLUB PLAN

FOR

THE CLUB AT SUMMERS CORNER

October 20, 2022

Nexsen Pruetz,
205 King Street
Charleston, SC
29402

TABLE OF CONTENTS

1. Definitions.....	1
2. Benefits of Club	6
3. Use and Development of the Club Property.....	8
4. Persons Entitled to Use the Club	11
5. Ownership and Control of the Club	12
6. Club Dues.....	14
7. Club Membership Admission Payment	16
8. Expansion of Encumbered Property	16
9. Determination of Club Operating Expenses.....	17
10. Creation of the Lien and Personal Obligation	18
11. Operations	19
12. Association Notices	19
13. Attorney's Fees	19
14. Rights to Pay and Receive Reimbursement	19
15. Use Provisions and Liability Matters	20
16. Violation of the Club Rules and Regulations.....	22
17. Destruction	22
18. Risk of Loss.....	22
19. Eminent Domain.....	23
20. Estoppel.....	23
21. No Waiver.....	23
22. Franchises and Concessions	23
23. Ambiguities.....	23
24. Mediation	23
25. Arbitration	24
26. Excluded Actions.....	24
27. Jury Trial Waiver	24
28. Venue	24
29. Amendment.....	24
30. Severability.....	25
31. Notices.....	25
32. Governing Law; South Carolina Statutes	25
33. Headings	25

LIST OF EXHIBITS

Exhibit A	Legal Description of Club Property
Exhibit B	Legal Description of the Encumbered Property
Exhibit C	Consent and Joinder
Exhibit D	Club Membership Fee Schedule
Exhibit E	Excluded Units
Exhibit F	Option Exercise Notice
Exhibit G	Terms of Sale

**THIS CLUB PLAN CONTAINS AN ARBITRATION PROVISION AND THIS NOTICE IS
MADE PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT (
SOUTH CAROLINA CODE OF LAWS (1976), AS AMENDED, § 15-48-10 ET SEQ.)**

CLUB PLAN FOR THE CLUB AT SUMMERS CORNER

SUMMERS CORNER CLUB, LLC, a South Carolina limited liability company ("**Club Owner**"), is presently the record title owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the "**Club Property**"). The Club Property is located adjacent to or in close proximity of the real property described on **Exhibit B** attached hereto and made a part hereof (such real property described on **Exhibit B**, as the same may be supplemented and amended, being referred to herein as "**Encumbered Property**"). LENNAR CAROLINAS, LLC, a Delaware limited liability company ("**Founder**") is presently the record title owner of the Encumbered Property, and by its joinder to this Club Plan, together with Club Owner, hereby declare that the real property comprising the Encumbered Property shall be subject to the restrictions, covenants, terms and conditions set forth in this Club Plan. The Encumbered Property may be expanded as set forth in Section 8, including by Other Owners (as defined below) who join with Club Owner by executing and recording a Consent and Joinder Agreement in substantially the form attached hereto as **Exhibit C** that binds such Other Owner to this Club Plan and expands the Encumbered Property to include the real property described in the Consent and Joinder owned by the Other Owner.

SUMMERS CORNER RESIDENTIAL ASSOCIATION, INC., A SOUTH CAROLINA NONPROFIT CORPORATION (THE "**ASSOCIATION**") AND EACH RECORD TITLE OWNER OF ANY INTEREST IN THE ENCUMBERED PROPERTY SHALL BE BOUND BY AND COMPLY WITH THIS CLUB PLAN. THE ASSOCIATION IS GOVERNED BY THAT CERTAIN AMENDED AND RESTATED RESIDENTIAL CHARTER FOR SUMMERS CORNER (THE "**CHARTER**") RECORDED AS INSTRUMENT #2020002255, IN BOOK 12303, PAGE 168, IN THE OFFICE OF THE REGISTER OF DEEDS FOR DORCHESTER COUNTY, SOUTH CAROLINA ("**PUBLIC RECORDS**"). THE ASSOCIATION AND EACH OWNER (AS DEFINED HEREIN), BY ACCEPTANCE OF A DEED TO A UNIT (AS DEFINED HEREIN) LOCATED WITHIN THE ENCUMBERED PROPERTY OR IN THE CASE OF EXCLUDED UNITS (DEFINED BELOW), EXECUTES A JOINDER (DEFINED BELOW), ACKNOWLEDGES AND AGREES THAT THIS CLUB PLAN DOES NOT ESTABLISH OR GOVERN A HOMEOWNER'S ASSOCIATION OR CLUB ASSOCIATION AND ALSO AGREE THIS CLUB PLAN IS NOT GOVERNED BY THE SOUTH CAROLINA NONPROFIT CORPORATION ACT, TITLE 33, CHAPTER 31 OF THE SOUTH CAROLINA CODE OF LAWS (1976), AS AMENDED, OR THE SOUTH CAROLINA HOMEOWNERS ASSOCIATION ACT, TITLE 27, CHAPTER 30 OF THE SOUTH CAROLINA CODE OF LAWS (1976), AS AMENDED.

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

"**AAA**" shall mean the American Arbitration Association and any successor association.

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

"**Association**" shall mean Summers Corner Residential Association, Inc., a South Carolina nonprofit corporation.

"**Budget**" shall have the meaning set forth in Section 9.2 hereof.

"**Builder**" shall have the meaning ascribed to such term in the Charter; provided, however that upon any Unit owned by a Builder becoming occupied by one or more natural persons for residential purposes, the status of the owner of the Unit as a "Builder" shall cease and the Builder shall be obligated to pay Club Dues

and other amounts related to the Unit on the same basis as a Club Member unless otherwise specified by Club Owner.

"Charter" shall mean the Amended and Restated Residential Charter for Summers Corner, recorded as Instrument #2020002255, in Book 12303, Page 168, in the Public Records, as may be subsequently amended, modified, restated, replaced or supplemented, together with all exhibits and ancillary documents referenced therein.

"Claim of Lien" shall have the meaning set forth in Section 10.1 hereof.

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

"Club Assets" shall mean the Club Property, including the Club Facilities, and all other tangible and intangible assets of the Club Owner related to the Club, including without limitation, all rights of the Club Owner under the Club Plan, excluding, however, all cash, cash equivalents, bank accounts and accounts receivable existing immediately prior to the date of transfer.

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

"Club Dues" shall mean the charges to be paid by a Club Member pursuant to the provisions of this Club Plan, including without limitation the Club Membership Fee, each Owner's pro rata portion of the Club Operating Expenses and all Special Use Fees; provided, however, that Club Dues shall not include the Club Membership Admission Payment. Club Dues are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Charter.

"Club Dues Commencement Date" shall have the meaning set forth in Section 6.10 hereof.

"Club Facilities" shall mean the facilities, improvements and personal property located within the Club Property that Club Owner shall have actually constructed and/or made available to Club Members pursuant to this Club Plan. The Club Facilities are discussed in more detail in Section 3.2 below. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION BUT PRESERVING THE INITIAL FACILITIES IN SOME MANNER FOR USE BY THE CLUB MEMBERS. The Club Facilities shall specifically exclude any area(s) of the Club Property that are not designated as available to Club Members as determined by Club Owner or pursuant to this Club Plan or any of the other Club Documents. In the event Club Owner determines that a particular portion of the Club Property is or is not part of the Club Facilities accessible to the Club Members, such determination shall be binding and conclusive. EACH PERSON BY ACCEPTANCE OF A DEED TO A UNIT LOCATED WITHIN THE ENCUMBERED PROPERTY OR IN THE CASE OF EXCLUDED UNITS, EXECUTES A JOINDER, HEREBY ACKNOWLEDGES AND AGREES (i) THE CLUB FACILITIES ARE PRIVATELY OWNED AND CONTROLLED BY CLUB OWNER, AND (ii) THE CLUB FACILITIES ARE NOT COMMON AREA (AS DEFINED IN THE CHARTER) OWNED BY THE ASSOCIATION AND ARE NOT CONTROLLED BY THE ASSOCIATION, AND EACH SUCH PERSON FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB FACILITIES BE CONSIDERED AS COMMON AREA OF THE ASSOCIATION.

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

"Club Member" or **"Member"** shall mean every Owner (other than an Owner who has leased his/her/its Unit to a Lessee) and Lessee of a Unit within the Encumbered Property; provided, however, for the purposes of membership, there shall be only one (1) Owner or Lessee per Unit. Notwithstanding anything contained herein to the contrary, Builders shall not be deemed "Club Members" under this Club Plan. A Person shall continue to be a Club Member until he or she ceases to be an Owner, or ceases to be a Lessee

legally entitled to possession of a Unit. Once an Owner leases a Unit, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Unit; 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 of a Unit upon the signing of a purchase agreement and payment of all or a portion of Club Dues as specified by Club Owner. Once a contract purchaser obtains title to the Unit, then such purchaser shall be deemed an Owner and Club Member hereunder. Club Owner may also provide access to the Club Facilities to non-Club Members upon such terms and conditions as may be established by Club Owner, in Club Owner's sole discretion.

"Club Membership Admission Payment" shall have the meaning set forth in Section 7 hereof.

"Club Membership Fee" shall mean the fees to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof. Club Membership Fees are not, and shall not be interpreted as being, Assessments levied by the Association pursuant to the Charter. The Club Membership Fee shall be a part of the Club Dues owed by each Club Member.

"Club Membership Fee Schedule" shall mean the Club Membership Fee Schedule attached hereto as **Exhibit D** and incorporated herein by this reference.

"Club Operating Expenses" shall mean all costs (as such term is used in its broadest sense) of owning, operating, managing, maintaining, and insuring the Club, whether direct or indirect, including without limitation, trash collection, utility charges, cable service charges, maintenance costs, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs and employee benefits, insurance premiums, deductible amounts, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature that may be incurred, levied, imposed or assessed against, or otherwise charged to Club Owner in connection with, the Club. Club Operating Expenses shall not include (i) the initial cost of construction of the Club Facilities, (ii) any debt service of Club Owner, or (iii) Club Operating Expenses attributable to use of the Club Facilities by non-Club Members (e.g., Persons who are not utilizing the Club Facilities as a direct or indirect result of Unit ownership by a Club Member) as determined by Club Owner in its sole discretion. Club Owner may allocate a reasonable portion of its overhead (e.g., employee salaries) to Club Operating Expenses to extent the Club benefits from such overhead. In addition, if Club Operator provides any Subsidy to satisfy a portion of the Club Operating Expenses, all or a portion of the cumulative amount of the Subsidy (less repayment thereof) may be included in future Budgets as a then current Club Operating Expense and amounts received therefrom returned to Club Owner to repay the cumulative Subsidy.

"Club Owner" shall mean the record title owner of the real property comprising the Club Property and any of its designees, successors and assigns who receive a written assignment of some or all of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of a partial assignment, the assignee shall not be deemed the "Club Owner" but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, SUMMERS CORNER CLUB, LLC, a South Carolina limited liability company, is Club Owner. Club Owner may change from time to time (e.g., Club Owner may sell the Club Property). Each Owner acknowledges that Club Owner and Founder are not (and shall not be considered) the same party and neither of them shall be considered the agent or partner of the other, nor shall either be responsible for the actions, omissions or general liability of the other. At all times, Club Owner and Founder shall be considered separate and viewed in their separate capacities. No act or failure to act by Founder shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"Club Plan" shall mean this CLUB PLAN FOR THE CLUB AT SUMMERS CORNER, together with all exhibits, schedules, amendments and modifications hereto.

"Club Property" shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof, subject to additions and deletions made by Club Owner from time to time, and shall

include all improvements located thereon. The Club Property may be comprised of one or more parcels of land that may not be contiguous to one another. The Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan. EACH PERSON BY ACCEPTANCE OF A DEED TO A UNIT LOCATED WITHIN THE ENCUMBERED PROPERTY OR IN THE CASE OF EXCLUDED UNITS, EXECUTES A JOINDER, HEREBY ACKNOWLEDGES AND AGREES THE CLUB PROPERTY IS NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CLUB PROPERTY BE CONSIDERED AS COMMON AREA.

Club Rules and Regulations shall have the meaning set forth in Section 15.9 hereof.

Common Area shall have the meaning ascribed to such term in the Charter.

Disputes shall have the meaning set forth in Section 25.2 hereof.

Encumbered Property shall initially mean the real property described on **Exhibit B** attached hereto and made a part hereof, subject to additions and deletions thereto as permitted pursuant to the terms of this Club Plan. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE TERM "ENCUMBERED PROPERTY" SHALL SPECIFICALLY EXCLUDE THE EXCLUDED UNITS UNTIL SUCH TIME AS THE EXCLUDED UNITS ARE ANNEXED PURSUANT TO SECTION 8.2 BELOW.** This Club Plan may be supplemented from time to time pursuant to Section 8.1 of this Club Plan by adding additional real property to the Encumbered Property, which shall subject such additional real property to the restrictions, covenants, terms and conditions set forth in this Club Plan.

Excluded Units shall initially mean the real property described on **Exhibit E** attached hereto and made a part hereof. The Excluded Units are specifically excluded from the definition of the Encumbered Property as provided herein. Upon the annexation of an Excluded Unit pursuant to Section 8.2 below, such formerly Excluded Unit shall then be included within the definition of the Encumbered Property and each Owner of such formerly Excluded Unit shall become a Club Member and bound by the restrictions, covenants, terms and conditions set forth in this Club Plan.

Family means individuals who customarily reside and live together and otherwise hold themselves out as a family unit, including, without limitation, the Club Member's child, spouse or domestic partner, parent, grandparent or any other individual living as a family and who qualifies as a "Family" and "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. The decision as to whether two (2) or more natural persons reside and constitute a qualifying family unit shall be determined by Club Owner in its sole and absolute discretion, subject to FHA rules and regulations. Once designated and accepted by Club Owner as a qualifying Family, no change in natural persons so constituting the qualifying Family may be made except for one (1) time in any calendar year and no more than three (3) times in any constituent family member's lifetime, but in all events such change in the Family shall be subject to Club Owner's written approval in its sole and absolute discretion, subject to FHA rules and regulations. If a Unit is owned by two (2) or more natural persons who are not a part of "Family" as described above, or by a Person which is not a natural person, the Owner of the Unit shall be required to select and designate one (1) Family to utilize the membership. Club Owner may restrict the frequency of changes in such designation when there is no change in ownership of the Unit. Club Members and their Families shall be entitled to non-exclusive use of the Club Facilities in accordance with this Club Plan and the other Club Documents, subject to payment of all applicable Club Dues and additional amounts coming due under this Club Plan.

Family Member(s) means any and all member(s) of a Family.

Founder shall have the meaning set forth in the preamble to this Club Plan.

Guest means any individual who is permitted access to the Club Property at the invitation of a Club Member in accordance with the Club Rules and Regulations and policies of Club Owner as to invitees. Club Owner may require Guests to register with Club Owner and/or Club Manager prior to accessing the Club Facilities, including executing such release, waiver or registration documentation as may be required by Club Owner in its sole and absolute discretion.

"Indemnified Parties" shall have the meaning set forth in Section 15.7 hereof.

"Initial Facilities" means a recreational pool complex.

"Joinder" shall mean a Consent and Joinder Agreement substantially in the form attached hereto as **Exhibit C**, with such modifications therein as approved by Club Owner from time to time.

"Lessee" shall mean the lessee named in any written lease or Person named in any occupancy agreement who is legally entitled to possession of any Unit within the Encumbered Property. A Lessee shall be jointly and severally liable with the Owner of the Unit for all Club Dues and all other obligations imposed on the Club Member during the term of the lease or occupancy of the Unit, whichever is longer; and all Lessees shall be bound by the terms of this Club Plan during such period as fully as if they had been an Owner.

"Losses" shall have the meaning set forth in Section 15.7 hereof.

"Parking Areas" shall mean all areas designated for parking within the Club Facilities.

"Other Owners" collectively means each Person that owns an Excluded Unit and executes a Joinder, thereby agreeing to be bound by this Club Plan and subjecting their respective Unit to this Club Plan by adding such Unit to the Encumbered Property, whereupon the Other Owners shall be considered "Owners".

"Owner" means each Person that holds record title to a Unit within the Encumbered Property, excluding Founder and Builders. A Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner.

"Option Date" shall have the meaning set forth in Section 5.5 hereof.

"Option Exercise Notice" shall have the meaning set forth in Section 5.5 hereof.

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

"PSA" shall have the meaning set forth in Section 5.7 hereof.

"Public Records" shall mean the Office of the Register of Deeds for Dorchester County, South Carolina.

"Purchase Option" shall have the meaning set forth in Section 5.5 hereof.

"Purchase Price" shall have the meaning set forth in Section 5.5 hereof.

"Special Recreational Facilities" shall have the meaning set forth in Section 3.2.2 hereof

"Special Use Fees" shall have the meaning set forth in Section 6.8 hereof.

"Subsidy" shall mean amounts that are provided by Club Owner to satisfy Club Operating Expenses not otherwise paid by the Club Members, whether as a result of limitations on the monthly pro rata amount of Club Operating Expenses that may be charged the Club Owners or to lower the monthly pro rata amount of Club Operating Expenses charged to the Club Members. The amount of the Subsidy shall be accounted for on a cumulative basis and reductions made therein based upon amounts received in future years by Club Owner as repayment of the Subsidy.

"Summers Corner" shall have the meaning ascribed to such term in the Charter.

"Supplement" shall have the meaning set forth in Section 8.1 hereof.

"Unit" shall have the meaning ascribed to such term in the Charter; provided, however, that unless clearly required by the context, all references to Units shall mean Units within the Encumbered Property.

"Year 1" and each **"Year"** thereafter numbered shall have the meaning set forth in Section 6.10 hereof.

2. **Benefits of Club.** Each Owner of a Unit within the Encumbered Property, by acceptance of title to such Unit, the Other Owners, by execution and recording of a Joinder, and the Association, by joining in this Club Plan, ratify and confirm this Club Plan and agree as follows:

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

2.2 **Value.** By acceptance of a deed to a Unit located within the Encumbered Property, or otherwise by execution of a Joinder, each Owner acknowledges that (i) the automatic mandatory membership in the Club granted to Owners and Lessees renders ownership of a Unit in the Encumbered Property more valuable than it would be otherwise, (ii) there were significant other housing opportunities available to each Owner in the general location of Summers Corner, and (iii) the Unit, and rights to utilize the Club, were material in each Owner's decision to purchase a Unit in Summers Corner and were, for the purposes of this Club Plan, a "single product". Each Owner understands that the Club is an integral part of Summers Corner. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner also acknowledges that Club Owner is initially investing substantial sums of money and time in developing and operating the Club Property on the basis that eventually the Club Property will generate a substantial profit to Club Owner. Each Owner agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan.

2.3 **No Association or Owner Control.** Each Owner acknowledges and agrees that the Club Property is not Common Area owned or controlled by the Association and that the Club Property is not subject to the Charter. The Club Property is privately owned and controlled by Club Owner, and the Club Members have no ownership or voting rights associated with membership in the Club.

2.4 **Disclosure.** Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to or upon that Owner executing a contract to purchase a Unit located within the Encumbered Property or, in the case of the Excluded Units, prior to or upon execution of a Joinder, and each Owner has, or was afforded the opportunity to, consult with an attorney. Without limitation of the foregoing, each Club Member, on their own behalf and on behalf of any Family, Guests or Lessees (and their respective Family and Guests), is hereby deemed to acknowledge and agree to use due care in and around the Club Property as well as in participating in any activities in and around the Club Property, and accept the following inherent risks associated with the Club Property, including without limitation, the Club Facilities:

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

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

2.4.3 there may be a loss of privacy resulting from proximity of Units to the Club Property and use of the Club Facilities by Club Members and non-Club Members; and

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

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

ALL OWNERS ACKNOWLEDGE AND AGREE THAT THERE ARE INHERENT RISKS ASSOCIATED WITH SWIMMING AND PARTICIPATION IN WATER-RELATED AND OTHER RECREATIONAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO THOSE ASSOCIATED WITH USE OF THE POOL(S), SLIDE(S), SPLASH PAD(S) AND OTHER WATER-RELATED FEATURES. BECAUSE OF THESE RISKS AND HAZARDS, SERIOUS ACCIDENTS CAN OCCUR, INCLUDING BUT NOT LIMITED TO FALLING, PHYSICAL CONTACT WITH ANOTHER PERSON OR EQUIPMENT, ENCOUNTERING WILDLIFE, HITTING THE POOL BOTTOM, BAD WEATHER, SUN EXPOSURE, AND COMPLICATIONS OF ANY EXISTING OR DEVELOPING MEDICAL CONDITIONS. ALL OF THESE AND OTHERS' NOT LISTED HEREIN, MAY RESULT IN INJURIES SEVERE ENOUGH TO REQUIRE SERIOUS MEDICAL CARE, SHORT OR LONG-TERM DISABILITY, DISMEMBERMENT OR EVEN DEATH. EACH CLUB MEMBER AND HIS OR HER FAMILY AND GUESTS ARE RESPONSIBLE FOR THEIR OWN SAFETY. EACH CLUB MEMBER AND HIS OR HER FAMILY AND GUESTS SHALL PARTICIPATE IN ALL ACTIVITIES OFFERED BY THE CLUB OR CLUB OWNER AT THEIR OWN RISK.

2.5 Non-Exclusive License; Registration. The provisions of this Club Plan do not grant any ownership rights in the Club Property or Club Owner in favor of the Association or Club Members but, rather, grant Club Members a non-exclusive license to access the Club Property and utilize the Club Facilities subject to the terms of, and in full compliance with, this Club Plan and the other Club Documents. Each Owner upon taking title to a Unit, and Lessee upon the leasing of a Unit, shall comply with all registration requirements imposed by Club Owner, including without limitation execution of an appropriate membership agreement confirming such Owner's or Lessee's agreement to be bound by all terms and conditions of this Club Plan, the Club Rules and Regulations and policies of Club Owner, as well as providing all contact information required with respect to the Owner or Lessee, Family Members and other Persons occupying the applicable Unit. During the term of any lease, all references to the Club Member contained in this Club Plan shall include the Lessee, if any, unless the context clearly requires to the contrary.

CLUB MEMBERS OBTAIN A NON-EXCLUSIVE REVOCABLE LICENSE ONLY FOR CLUB MEMBER DESIGNEES TO USE THE CLUB FACILITIES IN ACCORDANCE WITH THE CLUB DOCUMENTS. SUCH LICENSE AND ALL CLUB MEMBERSHIP RIGHTS OBTAINED BY AN OWNER SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO CLUB MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP IN THE CLUB.

THIS CLUB PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY.

2.6 No Separation of Membership from Units. For all Owners, membership in the Club shall be an appurtenance to, and may not be separated from, the ownership of a Unit. No withdrawal from the Club, surrender of membership or other similar action to avoid Club Dues shall be permitted by any Owner as long as ownership of a Unit within the Encumbered Property continues.

3. Use and Development of the Club Property.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property at any time by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Unit, may cause an increase or decrease in Club Operating Expenses. Upon such removal by Club Owner of portions of the Club Property, Club Owner shall have the right to sell, rent, lease or otherwise transfer interests in such removed Club Property, including without limitation any Club Facilities except the Initial Facilities, to other Persons, as determined by Club Owner and upon such terms and conditions as are determined by Club Owner.

3.2 Club Facilities.

3.2.1 Generally. Club Owner shall provide certain club facilities on the Club Property (the "**Club Facilities**") that will be and shall remain the property of Club Owner, subject only to the provisions herein, including without limitation, Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, remove from, alter, and modify the Club Facilities at any time subject to the provisions hereof; provided, however, that Club Owner shall have the right to relocate or modify the Initial Facilities but shall preserve the Initial Facilities in some manner for use by the Club Members. The Initial Facilities shall be designed, permitted and constructed in an orderly manner by Club Owner, subject to force majeure and other matters beyond Club Owner's reasonable control. Not all areas within the Club Property are included within the Club Facilities, nor made available to Club Members. The Club Facilities specifically exclude, without limitation, the maintenance room and associated maintenance and operation facilities and the Special Recreational Facilities (as defined below). Club Owner may, in its sole discretion, construct additional facilities and amenities and add them to the Club Facilities; provided, however, Club Owner has not committed to any facilities in addition to the Initial Facilities and there is no assurance that any additional facilities will be provided at the Club. If constructed, Club Owner in its discretion may allow all Club Members to use the additional facilities, or give Club Members the option to use the additional facilities upon payment of Special Use Fees or additional fees and charges established by Club Owner. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DESCRIPTION OF "CLUB FACILITIES" AS SET FORTH IN THIS CLUB PLAN OR OTHERWISE DESCRIBED TO ANY OWNER, WHETHER BEFORE OR AFTER THE PURCHASE OF A UNIT, IS FOR PLANNING PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT CLUB OWNER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM EXCEPT THE INITIAL FACILITIES, WITH THE DESIGN AND THE CONSTRUCTION OF ALL CLUB FACILITIES BEING IN CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON ANY DEPICTION OR DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE DESIGN OR LOCATION OF ANY CLUB FACILITIES OR THE EXTENT OF THE CLUB FACILITIES THAT WILL BE A PART OF THE CLUB EXCEPT THAT CLUB OWNER WILL PROVIDE THE INITIAL FACILITIES.

3.2.2 Recreational Components. Certain recreational components may be designated as special recreational facilities (the "**Special Recreational Facilities**") and made available to Club Members for rental and/or use subject to additional fees and charges established by Club Owner. Special Recreational Facilities may include (for example and without limitation) certain exercise facilities and cabanas, as well as premium chairs, umbrellas and other items not generally made available without charge to all Club Members at similar private clubs. Although the Special

Recreational Facilities may be located within or adjacent to the Club Facilities, the Special Recreational Facilities are not "Club Facilities" that may be accessed without charges in addition to Club Dues. Each Club Member acknowledges and agrees that the Special Recreational Facilities are not free of charge, and use of the Special Recreational Facilities are subject to additional fees and charges established by Club Owner.

3.3 Construction and Use of the Club Facilities. Club Owner will improve the Club Property with the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

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

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

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

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

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

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

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

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

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

3.5 Commercial Space. It is possible that portions of the Club Property, including, without limitation, the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Club Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club Property. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by anyone other than Club Owner or Club Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Operating Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Operating Expenses or the Club Dues payable by Owners.

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

3.6.1 to restrict access to the Club Facilities to a limited number of Family Members and a limited number of Guests;

3.6.2 to allow use of the Club Facilities by non-Club Members on such terms and conditions as may be established by Club Owner in its sole and absolute discretion;

3.6.3 to lease, assign or otherwise transfer the operating rights to, and any and all profits from, any restaurant, snack bar, cabana, or other facility on the Club Property;

3.6.4 to charge any admission, use, or other fee for use of any Special Recreational Facilities by Club Members and/or non-Club Members as Club Owner may deem appropriate;

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

3.6.6 to suspend a Club Member's right to use Club Facilities for the period during which any Club Dues or other amounts owing under this Club Plan remain unpaid and past due and for a reasonable period during or after any infraction of the Club Documents;

3.6.7 to dedicate or transfer all or any part of the Club Property to any governmental agency, public authority, or utility;

3.6.8 to grant easements over, across or through the Club Property;

3.6.9 to permit Persons who are not Club Members to use the Club Facilities, including the right of Club Owner to hold special events at the Club Property, and to allow non-Club Members to attend events and otherwise participate in activities at the Club Property, on such terms and conditions as may be established by Club Owner in its sole and absolute discretion;

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

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

3.6.12 to close or restrict access to all or any portion of the Club Facilities, for limited periods of time, including, without limitation, to conduct maintenance or repairs, to comply with any health, safety or emergency regulations, guidelines or recommendations, and/or to conduct special events, parties or celebrations, including without limitation those intended primarily to benefit the selling of Units in Summers Corner. Club Owner will not reduce or suspend Club Dues during the time when the Club Facilities, in whole or in part, are not available;

3.6.13 to regulate parking and traffic at the Club Property and designate or modify all Parking Areas;

3.6.14 to dedicate or transfer ownership or control of all or any part of the Club Property to any governmental agency, public authority, or community development district or service district, or to the Association;

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

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

3.7 Acts of God. If the use and/or operation of any of the Club Facilities is prevented in whole or in part by any state, federal or local law, rule, regulation, order or other action adopted or taken by a federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, states of emergency, accidents, epidemics, pandemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of Club Owner and/or Club Manager, whether or not specifically mentioned herein, Club Owner and Club Manager shall be excused, discharged and released from performance to the extent that the performance or obligation is so limited or prevented by such occurrence without liability of any kind. In any such event, Club Owner and/or Club Manager may temporarily close or restrict access to all or any portion of the Club Facilities as may be reasonably necessary, as determined by Club Owner and/or Club Manager in their sole discretion. Club Owner will not reduce or suspend Club Dues during the time when the Club Facilities, in whole or in part, are not available. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during any period which Club Owner and/or Club Manager may temporarily close or restrict access to all or any portion of the Club Facilities.

3.8 Interference with Club. No Club Member or such Club Member's Family or Guest, or any other Person occupying a Unit, shall interfere in any way with the development, operation, use, marketing or sale of the Club Facilities, Club Property or any lands or improvements therein by Club Owner or Club Manager. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A UNIT LOCATED WITHIN THE ENCUMBERED PROPERTY OR IN THE CASE OF EXCLUDED UNITS, EXECUTES A JOINDER, AGREES THAT ACTIONS OF OWNERS WITH RESPECT TO THE CLUB MAY IMPACT THE VALUE OF UNITS IN THE ENCUMBERED PROPERTY; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS ON OR ABOUT THE CLUB PROPERTY IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE CLUB AND THE UNITS IN THE ENCUMBERED PROPERTY.

4. Persons Entitled to Use the Club.

4.1 Rights of Club Members. Each Club Member shall have such non-exclusive license rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Club Member, a Person must be the record title owner of a Unit or a Lessee of a Unit within the Encumbered Property. If a Unit is owned or leased by a corporation, trust or other legal entity, or is owned or leased by more than one Person, then the Owner(s) or Lessee(s) collectively shall designate up to one (1) natural person residing in the Unit who will be the Club Member with respect to such Unit (and such natural person's "Family" residing in the Unit shall be deemed the "Family" of such Club Member in accordance with this Club Plan). Club Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or other Club Members, except as and when permitted by Club Owner. Use rights in the Club Facilities for each Club Member shall be limited to the natural persons comprising a "Family." Club Members shall be required to complete any registration requirements imposed by Club Owner from time to time. Upon Club Owner's receipt of notification of acquisition of any Unit within the Encumbered Property or in the case of Excluded Units, executes a Joinder, Club Owner will provide the Club Member with information on obtaining membership cards and access devices, if any.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at all times, and from time to time, to make the Club Facilities available to individuals, firms or corporations other than Club Members. Club Owner shall establish the fees to be paid, if any, by any Person using the Club Facilities who is not a Club Member or Family Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's or Lessee's obligations to pay Club Dues pursuant to this Club Plan, or give

any Owner or Lessee the right to avoid any of the provisions of this Club Plan. Club Owner shall have the right to determine from time to time, and at any time, in Club Owner's sole absolute discretion, the manner, if any, in which the Club Facilities will be made available to non-Club Members and the fees and charges that may be charged for such non-Club Member use.

4.3 Subordination. This Club Plan and the rights of Club Members hereunder shall at all times be subject and subordinate to: (i) the Charter, including all amendments, modifications and supplements thereto; (ii) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (iii) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative.

5. Ownership and Control of the Club.

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

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club Property, or any portion thereof, to any Person in its sole and absolute discretion at any time, subject, however, to this Club Plan.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Units. No Owner or Lessee shall have the right to object to any other Owner or Lessee paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Unit is in accordance with the Club Plan and the Club Membership Fee Schedule applicable to such Unit.

5.4 Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option to transfer the Club to the Association so that it will be under the complete control of the Owners in the event of such transfer.

5.5 Association's Option to Purchase the Club. On such date that represents the end of Founder Control Period or earlier at Club Owner's sole discretion, Club Owner shall notify the Association of the commencement of an option (the date of such notice being the "**Option Date**") to purchase the Club Assets from Club Owner (the "**Purchase Option**") for an amount (the "**Purchase Price**") resulting from the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs (assuming the Purchase Option was not exercised). The Association shall have one (1) year after the Option Date to exercise the Purchase Option. If the Purchase Option is not so exercised, the Purchase Option shall terminate, be null and void and the Association no longer shall have the right to exercise the Purchase Option. The Purchase Option shall be exercised by delivery of written notice (the "**Option Exercise Notice**") to Club Owner signed by a majority of the Board of the Association in the form attached hereto as **Exhibit F**, which Option Exercise Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan):

SUMMERS CORNER CLUB, LLC
c/o Lennar Carolinas, LLC
1505 King Street Ext., Suite 100
Charleston, SC 29405
Attention: Legal Department

With a copy to:

SUMMERS CORNER CLUB, LLC
c/o Lennar Carolinas, LLC
1505 King Street Ext., Suite 100
Charleston, SC 29405
Attention: Division President

5.6 Inspection Rights. So long as the Purchase Option is in effect, the Association, its agents, and employees shall have the right to enter upon the Club Assets for the purpose of making inspections and conducting appropriate due diligence to determine the then current condition of the Club and the Club Assets, including reviewing existing licenses, leases and financial records of the Club (which shall be provided by Club Owner upon reasonable request), and interviewing the on-site staff of the Club. All of such entries upon the Club Property shall be at reasonable times during normal business hours and after 24 hours' prior telephone, email or facsimile notice to Club Owner, and Club Owner or its agent shall have the right to accompany the Association personnel during any activities performed by the Association on the Club Property. The Association (i) shall coordinate meetings with Club Owner's employees only through Club Owner, and (ii) shall not unreasonably interfere with the use of the Club Facilities by Club Members and others entitled to such use. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by the Association relating to such inspection and its other due diligence shall be at the sole cost and expense of the Association. If any inspection or test disturbs the Club Property, the Association shall restore the Club Property to the substantially the same condition as existed before the inspection or test. The Association shall defend and indemnify Club Owner and hold Club Owner, its members, partners, officers, tenants, agents, contractors and employees and the Club Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Club Owner's attorneys' fees, arising out of or in connection with the Association's inspection of the Club Property as allowed herein (expressly excluding any matters which are merely discovered by reason of the Association's inspections). The provisions of this Section shall survive the Closing or the earlier termination of this Agreement.

5.7 Execution of PSA. Upon exercise of the Purchase Option as provided herein, Club Owner and Association shall within fifteen (15) days thereafter enter into an appropriate purchase and sale agreement in accordance with the terms set forth in **Exhibit G** attached hereto (the "**PSA**") provided by Club Owner to the Association, which PSA shall be subject to approval by the Association (with such approval not to be unreasonably withheld, conditioned or delayed). Upon execution of the PSA, the PSA shall establish the sole obligation of Club Owner to sell the Club and the Club Assets to the Association.

5.8 Documentation of Transfer.

5.8.1 Documentation from Club Owner. At the time that the Club is transferred to the Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club subject to all matters of record or as would be shown by a current accurate survey, an assignment of all Club Owner's rights under the Club Plan, a special bill of sale respecting the tangible and intangible personal property comprising the Club Assets, an assignment of any alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club Property at Association's sole cost and expense, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club Property.

5.8.2 Documentation from Association. At the time that the Club Assets are transferred to the Association, the Association shall be obligated to deliver the following: the Purchase Price, an assumption of all Club Owner's obligations under the Club Plan and otherwise related to the Club Assets from and after the date of closing, all costs to effectuate the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes (deed recording fees) and surtaxes, the costs of any closing agent or escrow agent conducting such closing as chosen by Club Owner in its sole discretion; and the costs of preparing all closing documentation; a closing statement; and all affidavits and other documents required by the title insurance company to effect the transfer of the Club Assets. The Association shall be responsible for arranging for all purchase money financing and paying costs associated therewith.

5.9 Transfer of Control. The conveyance of the Club Property, or any portion thereof, shall be subject to all easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the operation, maintenance and administration of the Club entered into in the ordinary

course of business, but the Association shall not be required to continue to honor any contractual obligations that are not commercially reasonable or continue for more than one year (unless termination rights within one year exist) or are related to access to the Club by Persons other than Owners or Lessees (with this provision deemed to supersede any contractual obligations of Club Owner). The Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. Club Owner shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). THE CLUB PROPERTY, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

5.10 Early Purchase. The Association may make an earlier offer to purchase the Club Assets from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to the Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club Assets by the Association.

5.11 Special Tax District Preemption. Club Owner reserves the right to participate in the creation of a special tax district, governmental agency, public authority, or community development district or service district that complies with state law and is approved by all parties whose approval is required under state law, including Dorchester County, and Club Owner may convey the Club Property to such district or any other quasi-governmental entity to convert the Club Facilities to public facilities but with access limited to residents of Summers Corner and limited surrounding areas. In the event any such transaction occurs, this Club Plan and the Purchase Option shall be rendered of no further force or effect. Notwithstanding the self-effectuating nature of the termination of the Purchase Option, the Association shall be obligated to execute all documents requested by Club Owner or any other parties involved in the subject transaction that document the termination of the Purchase Option.

5.12 Termination of Club Plan by Association. Anything to the contrary contained in this Club Plan notwithstanding, upon acquisition of the Club Assets by the Association, at any time thereafter the Association shall be entitled to terminate this Club Plan so long as the Club Property becomes part of the Common Area (as defined in the Charter) owned or controlled by the Association in a manner that permits all Club Members to have ongoing access to the Club Property.

6. Club Dues. In consideration of Club Owner making the Club Property available for use by the Owners as provided in this Club Plan, each Owner by acceptance of a deed to a Unit located within the Encumbered Property or otherwise joining in this Club Plan shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and in the other Club Documents. 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 in advance on a yearly or quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner 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 and absolute discretion.

6.1 Club Operating Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Operating Expenses. All Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by any Budget, and until the adoption of the next Budget, the Club Operating Expenses shall be allocated so that each Owner shall pay its pro rata portion of Club Operating Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Units anticipated to be subject to the obligation to pay Club Operating Expenses in the upcoming period covered by the Budget, or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the total number of Units subject to the obligation to pay Club Operating Expenses. In the event actual Club Operating Expenses for any period differ from the amount set forth in the Budget, the additional expenses may be added to the Club Operating Expenses contained in the next Budget in the sole discretion of Club Owner, with any surplus to be credited to the Club Operating Expenses contained in the next Budget. In addition, if Club Owner provides any Subsidy, all or a portion thereof may

be added to future Budgets as a Club Operating Expense in the discretion of Club Owner. Irrespective of the foregoing, the monthly portion of Club Operating Expenses payable by each Club Member for Years 1 through Year 6 shall not exceed the maximum monthly Club Membership Fee set forth in **Exhibit D** (as referenced in Section 6.2 below) plus \$10 per month.

6.2 Club Membership Fee. Each Owner shall pay monthly in advance (or other payment period designated by Club Owner) as part of the Club Dues, without setoff or deduction, to Club Owner, or its designee, a membership fee (the "**Club Membership Fee**") in accordance with the Club Membership Fee Schedule attached hereto as **Exhibit D**; provided, however, that Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Units. No Owner shall have the right to object to any other Owner paying a greater or lesser Club Membership Fee so long as the Club Membership Fee applicable to any particular Unit is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Unit. The Club Membership Fee shall be in addition to each Owner's obligation to pay a pro rata portion of the Club Operating Expenses.

6.3 Taxes. In addition to the Club Membership Fee and pro rata portion of Club Operating Expenses, each Owner shall pay all applicable admissions, sales, use or similar taxes now or hereafter imposed on the Club Membership Fee and all other portions of the Club Dues. Currently, an admissions tax of five percent (5%) is payable on the entire amount of Club Dues. Neither Club Owner nor the Club Manager makes any representations or opinions regarding the federal or state income tax consequences of membership in the Club. Club Members remain subject to all applicable state and federal tax laws as they may exist from time to time. Club Members should consult with their own tax advisor with respect to the tax consequences of paying the Club Membership Admission Payment, Club Membership Fees, Club Dues and other charges and fees associated with the Club.

6.4 Perpetual. Each Owner's obligation to pay Club Dues shall continue regardless of whether such Owner's Unit is occupied, destroyed, renovated, replaced, rebuilt or leased, so long as ownership of the Unit continues.

6.5 Individual Units. Owners of individual Units shall pay Club Dues for one Club membership per month per Unit. If an Owner owns more than one Unit, Club Dues are payable for each and every Unit owned by such Owner.

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

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

To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the Budget on a number of Units greater than those owned by Owners, Club Owner agrees to provide a Subsidy for the difference, if any, between actual Club Operating Expenses and Club Operating Expenses paid by Owners.

6.8 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one (1) or more Club Members (but less than all Members) are subject, such as costs of special services or facilities provided to a Member relating to the special use of the Club Facilities, use and/or rental of Special Recreational Facilities and other rental facilities, tickets for shows, special events, or performances held in the Club Facilities. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Club Members shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices, if any. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Club Members. For those programs or events, if any, for which tickets are sold, Club Owner shall determine how to distribute any such tickets in its sole and absolute discretion.

6.9 Additional Club Dues. If an Owner, his or her Guests, invitees, licensees, agents, servants or employees do anything that increases the cost of maintaining or operating the Club Property, or cause damage to any part of the Club Property, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.10 Commencement of Payment of Club Dues. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee and each Owner's pro rata portion of the Club Operating Expenses, shall commence as to each Owner on the day of the conveyance of title of a Unit to an Owner. Notwithstanding the foregoing, no Owner shall be obligated to pay Club Dues until the first day of the calendar month after 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) (the "**Club Dues Commencement Date**"). The calendar year in which the Club Dues Commencement Date is referred to as "**Year 1**" and each "**Year**" numbered thereafter is the ensuing calendar year for purposes of the Club Membership Fee Schedule attached hereto as **Exhibit D**.

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

6.12 Obligation to Pay Real Estate Taxes and Other Expenses. Each Owner shall pay all taxes, charges, Assessments and obligations relating to his or her Unit which if not paid, could become a lien against the Unit which is superior to the lien for Club Dues created by this Club Plan. Upon failure of an Owner to pay the taxes, charges, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

6.13 No Reliance. Any Budget prepared by Club Owner may not necessarily be based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. It is not intended that any party rely on any Budget in electing to purchase a Unit. The figures shown in the initial Budget will be based only on good faith estimates; therefore, it is likely that the actual Club Operating Expenses will vary because historical figures will not be available. Financial information in all Budgets involve projections and represent only an estimate regarding future Club Operating Expenses. Budgets may not take inflation into account. It is impossible to predict actual Club Operating Expenses until after the Club operations have stabilized and there are no estimates of future Club Operating Expenses upon which Club Members may rely.

7. Club Membership Admission Payment. In the discretion of Club Owner, there shall be collected from any Person purchasing a Unit located within the Encumbered Property from Founder or a Builder, at the time of closing, an admission payment for membership in the Club in such amount as may be established by Club Owner from time to time and disclosed to the purchaser before contracting to purchase any Unit (the "**Club Membership Admission Payment**"). In addition, Club Owner may require Club Membership Admission Payments from Owners of Excluded Units who elect to add their respective Excluded Units to the Encumbered Property as set forth in Section 8.2 below. Club Owner shall be entitled to retain such payments for its own account and not be required to credit such payments to any Club Operating Expenses. Club Owner shall have the option to adjust or waive then prevailing Club Membership Admission Payments for identified Units in its sole and absolute discretion. Club Membership Admission Payments are not to be considered as advance payment of Club Dues. Once a Club Membership Admission Payment has been paid or waived in connection with the purchase of a Unit, upon the resale of such Unit by the original Owner, no additional Club Membership Admission Payment shall be due to the Club Owner by the purchaser of the Unit.

IN NO EVENT WILL A CLUB MEMBER BE REFUNDED THEIR CLUB MEMBERSHIP ADMISSION PAYMENT. THEREFORE, MEMBERSHIP PRIVILEGES SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO CLUB MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP IN THE CLUB.

8. Expansion of Encumbered Property.

8.1 Additions to Encumbered Property. Club Owner, with the consent of the Founder and any other owner of the applicable real property, shall be entitled to bring within the Encumbered Property the whole or any portion of any real property that has been subjected to the Charter in the sole discretion of Club Owner.

Such property may be subjected to this Club Plan as one parcel or as several smaller parcels at different times. The additions authorized under this Section 8.1 shall be made by execution and recording of a supplement to this Club Plan (a "Supplement") as described below.

8.1.1. The Supplement may contain such additional terms and conditions related to the Club Plan applicable to the property described in the Supplement as deemed necessary or convenient, in the sole judgment of Club Owner.

8.1.2. The Supplement shall contain a legal description of the property to be added hereto and shall extend the operation and effect of this Club Plan to such described property as fully as if the added property had been initially been a portion of the Encumbered Property but with the effective date of such addition being the date of such Supplement, whereupon the property described in the Supplement shall be deemed a portion of the Encumbered Property and Owners of all Units located therein shall be bound by all terms and conditions of this Club Plan (except as otherwise provided therein). All Supplements shall be executed by Club Owner, Founder and any additional owner of the subjected real property.

8.2 Addition of Excluded Units. The Owner of an Excluded Unit shall be entitled to become a Club Member only on such terms and conditions, if any, as specified by Club Owner from time to time, which may not necessarily be identical to those offered to other purchasers of Units within the Encumbered Property. If the Owner of an Excluded Unit is permitted by Club Owner to join the Club and accepts such terms and conditions as set forth by Club Owner, such Owner may become a Club Member by satisfying the subject terms and conditions, executing a Joinder substantially in the form of **Exhibit C** attached hereto (with such modifications therein as approved by Club Owner from time to time), and submitting the same to Club Owner for execution and recording. Upon recording of the Joinder, the Owner executing the Joinder shall be bound by this Club Plan and the Unit of such Owner shall become part of the Encumbered Property in the same manner as if the Unit was initially included in the Encumbered Property but with the effective date being the date of the Joinder.

8.3 Withdrawals from Encumbered Property. Club Owner reserves the right to amend this Club Plan for the purpose of removing any portion of the Encumbered Property from the coverage of this Club Plan. Such amendment will not require the consent of any Person other than Founder and the Owner of the property to be withdrawn.

9. Determination of Club Operating Expenses.

9.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

9.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected annual operating budget (the "Budget") containing the estimated Club Operating Expenses for the upcoming calendar year in accordance with Section 6.1. Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

9.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Operating Expenses for the year is, after the actual Club Operating Expenses for that period is known, more or less than the actual Club Operating Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing; or (iii) the remaining Club Dues shall be adjusted to reflect such deficit or surplus.

9.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

9.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

9.6 Statement of Account Status. Within fourteen (14) days after receipt of a written demand by any Owner, Club Owner or Club Manager shall cause to be furnished to such Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

9.7 Collection. Club Owner shall determine from time to time the method by which Club Dues (including Special Use Fees) and any other amounts due to Club Owner shall be collected.

10. Creation of the Lien and Personal Obligation.

10.1 Claim of Lien. Each Owner, by acceptance of a deed to a Unit within the Encumbered Property, or otherwise by execution of a Joinder, shall be deemed to have covenanted and agreed that the Club Membership Admission Payment, Club Dues (including Special Use Fees), and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing lien in favor of Club Owner encumbering each Unit. The lien is effective from and after recording an appropriate lien instrument ("Claim of Lien") in the Public Records stating the description of the Unit, name of the Owner, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts that accrue thereafter until satisfied. All unpaid Club Membership Admission Payments, Club Dues (including Special Use Fees), and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the Person who was the record title owner of the Unit at the time when the charge or fee became due, as well as such Person's heirs, devisees, personal representatives, successors or assigns. If a Unit is leased, the Owner shall be liable hereunder notwithstanding any provision in the lease to the contrary. The lien created by this Section 10.1 shall be junior and subordinate to the lien granted the Association under the Charter for Assessments and other amounts due the Association by each Owner.

10.2 Right to Designate Collection Agent; Separate Management Services. Club Owner shall have the right, in its sole and absolute discretion, to designate who shall collect Club Dues (including Special Use Fees), and related fees and expenses, but (i) the Association shall not be designated as the collection agent for any such amounts; and (ii) no management services provider for the Association shall also serve as a management services provider for the Club.

10.3 Priority of the Club Lien. The lien for Club Membership Admission Payments, Club Dues (including Special Use Fees), and related fees and expenses shall be subordinate to a bona fide first mortgage held by a lender on any Unit if the mortgage is recorded in the Public Records prior to the recording of a Claim of Lien, and shall be subordinate to any lien arising under the Charter claimed by the Association. The Club's Claim of Lien shall not be affected by any sale or transfer of a Unit except pursuant to foreclosure of a bona fide first mortgage.

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

10.5 Non-Payment. If any Club Dues or other amounts due Club Owner are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of Twenty-Five and No/100 Dollars (\$25.00) per month, or such greater amount established by Club Owner but not more than five percent (5%) of the total amount then due and payable, together with interest on all amounts payable to Club Owner in an amount equal to the lesser of twelve percent (12%) or the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Unit, or both. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Unit to Club Owner after the foreclosure of the Unit if Club Owner becomes the owner of the Unit, and Club Owner shall be entitled, as a matter of right, to the

appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be cumulative. The bringing of an action shall not constitute an election or exclude the bringing of any other action.

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

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

10.8 Collection from Lessees. If a Unit is occupied by a Lessee and the Owner is delinquent in the payment of Club Dues, Club Owner may demand from the Lessee payment to Club Owner of all monetary obligations, including without limitation, Club Dues due from the Owner to Club Owner. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to Club Owner and shall be credited to the monetary obligations of the Owner to Club Owner; provided, however, if within fourteen (14) days from the written demand of Club Owner, the Lessee provides Club Owner with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

11. Operations.

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

11.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Units, may enforce the Club Rules and Regulations, and prepare the Budget for the Club.

12. Association Notices. Subject to approval by Club Owner, the Association may post notices of its Board and member meetings and notices required by the South Carolina Statutes at a location designated by Club Owner within the Club Facilities visible to all Club Members without charge.

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

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

15. Use Provisions and Liability Matters. Club Owner has adopted the following general provisions governing the use of the Club Facilities and liability matters. Each Club Member and other Persons entitled to use the Club Facilities shall be bound by the following:

15.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center, if any) without adult supervision. Minors under sixteen (16) years of age are not permitted to use the Club Facilities without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision only if such minor's parent or legal guardian releases Club Owner from all liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents or guardians are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center, if any. The Club Member responsible for such minor's use of the Club Facilities is responsible for the actions and safety of such minor and any damages to the Club Facilities caused by such minor. Club Owner is not liable and specifically disclaims liability for the actions of such minors.

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

15.3 Vehicles and Personal Property. Club Owner is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or any other part of the Club Property. Without limiting the foregoing, any Person parking a vehicle within the Parking Areas assumes all risk of loss with respect to his or her vehicle in the Parking Areas. Further, any Person entering the Club Property assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored anywhere within the Club Property. No trailers or boats may be parked on the Club Property at any time.

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

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

15.6 Waiver of Liability; Assumption of Risk; and Special Safety Matters.

15.6.1 Waiver of Liability. To the fullest extent permitted by South Carolina law, all Club Members, for themselves and on behalf of their respective Family Members, hereby irrevocably and unconditionally release, discharge, and covenant not to sue Club Owner, the Club Manager and any other individual or legal entities related to the operation or ownership of the Club Property and all respective partners, members, officers, directors, agents, contractors and employees (collectively the "**Releasees**") from any and all liability, injuries, losses, claims, damages, demands, rights of action or causes of action, present or future, known or unknown, anticipated or unanticipated, arising out of or in any manner resulting from the presence of the Owner or any Family Members or Guests at the Club Property or use of the Club Facilities, whether caused in whole or in part by the negligence, acts, omissions, carelessness or other conduct of the Releasees, excluding however gross negligence, recklessness or willful misconduct of Releasees.

15.6.2 Assumption of Risk. All Club Members represent that they understands and have advised all their respective Family Members and Guests that access to, use of, or participation at the Club Facilities and/or the Club Property, and the various attractions offered within, carry certain inherent risks that

cannot be eliminated regardless of the care taken to avoid injuries. Further, that there are inherent risks associated with swimming and participation in water-related and other recreational activities including but not limited to those associated with use of any pool, slide, splash pad, water benches or other Club Facilities. Some of these risks are described below but there may be others or unknown risks that are an inevitable part of using the Club Facilities and participating in activities thereon. Because of these risks and hazards, serious accidents can occur, including but not limited to falling, physical contact with another individual or equipment, encountering wildlife, hitting the pool bottom, bad weather, sun exposure and complications of any existing or developing medical conditions. All of these and others not listed herein may result in injury severe enough to require serious medical care, short or long-term disability, dismemberment or even death. Non-swimmers may not participate in water activities. All Persons who use the Club Facilities or otherwise are present on the Club Property assume all risks associated therewith, including, without limitation scrapes, lacerations, impact, illnesses, infection, mental stress and anxiety, weather conditions, slips and falls, equipment failure, damage to property, drowning, disfigurement, death and any other risks foreseen or not foreseen. All Club Members are responsible for all medical care associated with respect to themselves and their respective Family Members and Guests.

15.6.3 Special Safety Matters. All Club Members, their Family Members and Guests shall abide by all Club Rules and Regulations and instructions of Club Owner and its personnel regarding use of the Club Facilities. All Club Members are required to take special care of all minors in their Families or Guests under sixteen (16) years of age in connection with any water related activities. All Club Members agree for themselves and their Families and Guests that if any unusual hazard or condition is observed which may jeopardize the personal safety of any minor, such minor shall be removed from participating in the activity that exposes such minor to the unusual hazard or condition and immediately bring such unusual hazard or condition to the attention of appropriate Club personnel. Each Club Member shall also explain to each minor that the risk of injury while participating in activities on the Club Property must be reduced by following the Club Rules and Regulations and instructions of Club Owner and its personnel regarding use of the Club Facilities and that such minors must use common sense, good judgment and appropriate safety precautions in connection with all activities on the Club Property.

15.7 Indemnification of Club Owner. To the fullest extent permitted by South Carolina law, each Club Member and their Lessee, if any, agrees to indemnify and hold harmless Club Owner, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever arising out of or related to use of the Club Facilities, or any portion thereof, by such Club Member and Lessee, if any, and their Family Members and Guests ("**Losses**"), incurred by or asserted against any of the Indemnified Parties, whether direct, indirect, or consequential, including, without limitation, claims arising out of the design or condition of the Club Facilities and/or act or omission of Club Owner or of any other of the Indemnified Parties, excluding however gross negligence, recklessness or willful misconduct of the Indemnified Parties. Losses shall include the deductible payable under any of Club Owner's insurance policies.

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

15.9 Rules and Regulations. Club Owner may elect, in Club Owner's sole and absolute discretion, to adopt rules and regulations ("**Club Rules and Regulations**") from time to time. Such Club Rules and Regulations may or may not be recorded; and each Owner and Lessee should request a copy of the Club Rules and Regulations from Club Owner and become familiar with the same. The Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

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

16. Violation of the Club Rules and Regulations.

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

16.1.1 such Person is not an Owner or a Lessee;

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

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

16.1.4 an Owner fails to pay Club Dues or other amounts owing under this Club Plan in a proper and timely manner; or

16.1.5 a Club Member, Family, and/or Guest has injured, harmed or threatened to injure or harm any Person within the Club Property, or harmed, destroyed or stolen any personal property within the Club Property, whether belonging to Club Owner, a Club Member or any other Person.

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

17. Destruction. In the event of partial or total destruction by fire, windstorm, or any other casualty involving the Club Facilities 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 repair or reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of such repair or reconstruction. Club Owner shall have the right to change the location, design or makeup of facilities comprising the Club Facilities in its sole and absolute discretion so long as the Initial Facilities are retained in some manner. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. After all repairs or reconstruction have been made, if there are any insurance proceeds remaining, then and in that event, the excess shall be the sole property of Club Owner. If there are insufficient insurance proceeds available to repair or reconstruct the Initial Facilities and Club Owner does not elect to otherwise repair or reconstruct the Initial Facilities, Club Owner shall at its sole option be entitled to terminate this Club Plan by a document recorded by Club Owner in the Public Records and be relieved of any further obligations with respect to the Initial Facilities.

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

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

19.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Charter relating to the Club (if any and as applicable) by written notice given to the Club Members and the Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Charter relating to the Club (if any and as applicable) shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

19.2 Partial Taking. Should a portion of the Club Property be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club Property so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the Club Facilities, or to terminate this Club Plan as provided in Section 19.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling of the Club Facilities.

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

21. No Waiver. The election 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 Club Member, or any part thereof shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club Property and shall be entitled to all income derived therefrom.

23. 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 absent manifest error.

24. Mediation. Club Owner, Club Members, the Association, the Founder and other Persons subject to this Club Plan (collectively, "**Participants**") agree that for any Disputes (defined below) that cannot be settled through negotiation, the parties shall try in good faith to settle the Dispute by mediation administered by the American Arbitration Association ("**AAA**") under its Commercial Mediation Procedures before resorting to arbitration as set forth below. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any Disputes. Club Owner agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

25. Arbitration.

25.1 Each Club Member specifically agrees that the purchase of a Unit and the establishment of this Club Plan involves interstate commerce.

25.2 If the Participants do not resolve all Disputes by mediation, the Disputes shall be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. If for any reason the Federal Arbitration Act does not apply, the South Carolina Uniform Arbitration Act (South Carolina Code of Laws (1976), as amended, Section 15-48-10 et seq.) shall govern. "**Disputes**" are controversies or claims (whether contract, warranty, tort, statutory or otherwise): (a) arising out of or related to this Club Plan, (b) by and between by and between a Club Member and Club Owner, or (c) arising out of or relating to the composition of, access to or operation of the Club Facilities.

25.3 Disputes shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Additional information concerning the rules of the AAA may be obtained by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

25.4 Parties may bring claims against other parties only on an individual basis and not as a purported class or representative action or collective proceeding. The arbitrator(s) may not consolidate or join claims regarding more than one property and may not otherwise preside over any form of a consolidated, representative, or class proceeding.

25.5 Invalidation of any of the provisions of this arbitration provision by judgment or court order shall in no way affect any other provision, and the remainder of the arbitration provision shall remain in full force and effect.

25.6 All decisions regarding the arbitrability of any Disputes shall be decided by the arbitrator(s).

26. Excluded Actions. The following actions shall not be Disputes and shall not be subject to the provisions of Section 24 or Section 25:

26.1 Any suit by Club Owner to enforce the provisions of Section 6, or collect any other amounts due Club Owner by any Participant; and

26.2 Any suit by Club Owner to obtain a temporary restraining order, or other equitable relief.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 24 and Section 25.

27. WAIVER OF JURY TRIAL. ALL PARTIES BOUND BY THIS CLUB PLAN, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THAT MAY EXIST TO HAVE A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR IN ANY WAY CONNECTED DIRECTLY OR INDIRECTLY TO THIS CLUB PLAN OR ANY MATTERS CONSTITUTING DISPUTES.

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

29. Amendment. No amendment shall be effective until it is recorded in the Public Records. Except as provided herein, Club Owner shall have the right to amend this Club Plan as it deems appropriate, without

the joinder or consent of any Person whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible to further the operation of the Club Facilities for the benefit of the Club Members and Club Owner. By way of example and without limitation, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of the Encumbered Property or outside of Summers Corner 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 the Encumbered Property 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 Club Dues chargeable to the Owner of a Unit at the time such Unit was purchased; provided, however, that amendments shall be permitted, and no vested rights shall exist, with respect to amendments of the provisions related to the maximum level of Club Dues so long as such amendments are expressly not applicable to (i) all Owners of Units at the time any such amendment becomes effective; and (ii) the first purchaser of the Unit from such Owner, with there being no vested rights in any subsequent purchaser or ability of such subsequent purchaser to object to any such amendment. Irrespective of the foregoing, any amendments to this Club Plan until the end of the Developer Control Period (as defined in the Charter) shall require the prior written consent of Founder, which consent shall not be unreasonably withheld, conditioned or delayed; and after the Developer Control Period, shall require the prior written consent of the Association, which consent shall not be unreasonably withheld, conditioned or delayed.

30. 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.

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

32. Governing Law; South Carolina Statutes. This Club Plan shall be governed by and construed under the laws of the State of South Carolina. Whenever this Club Plan refers to the South Carolina Statutes, the reference shall be deemed to refer to the South Carolina Statutes as they exist and are effective on the date the Club Plan was recorded in the Public Records except to the extent provided otherwise as to any particular provision of the South Carolina Statutes.

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

[Signatures on the Following Pages]

IN WITNESS WHEREOF, Club Owner has executed this Club Plan to be effective as of the 19th day of October, 2022.

“CLUB OWNER”

WITNESSES:

SUMMERS CORNER CLUB, LLC,
a South Carolina limited liability company

Brenda G. Murphy
Print Name: Brenda G. Murphy

By: [Signature]
Jesse Lamar
Title: Authorized Signatory

Rhonda R. Tapley
Print Name: Rhonda R. Tapley

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF CHARLESTON)

I, the undersigned Notary Public for South Carolina, do hereby certify that SUMMERS CORNER CLUB, LLC, a South Carolina limited liability company, by Jesse Lamar, its Authorized Signatory, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 19th day of October, 2022.

Rhonda R. Tapley
Notary Public for State of South Carolina
Print Name: Rhonda R. Tapley
My commission expires: 11/2/2022

JOINDER OF ASSOCIATION

The SUMMERS CORNER RESIDENTIAL ASSOCIATION, INC., a South Carolina nonprofit corporation (the "Association") does hereby join in the CLUB PLAN FOR THE CLUB AT SUMMERS CORNER (the "Club Plan") to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees that this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Club Plan and does not affect the validity of the Club Plan as the Association has no right to approve the Club Plan.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of October, 2022.

WITNESSES:

"ASSOCIATION"

SUMMERS CORNER RESIDENTIAL ASSOCIATION, INC., a South Carolina nonprofit corporation

[Signature]
Print Name: Wesley Schart

By: [Signature]
Name: ANGELA S BARTEN
Title: Vice President

[Signature]
Print Name: Kery Leach

By: [Signature]
Name: Keri Roscoe
Title: President

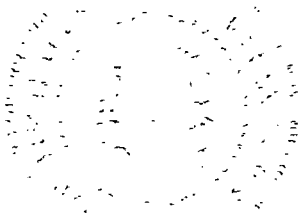
STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that SUMMERS CORNER RESIDENTIAL ASSOCIATION, INC., a South Carolina nonprofit corporation, by Angela S. Bartku, its Vice President and by Keri Roscoe, its President, who are personally known to me, or who was proved to me on the basis of satisfactory evidence to be the persons who executed the foregoing instrument, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Subscribed to and sworn before me this 19th day of October, 2022.

[Signature]
Notary Public for State of South Carolina
Print Name: DEBRA JONES
My commission expires: 8/27/2023



DEBRA JONES
Notary Public, State of South Carolina
My Commission Expires 8/27/2023

EXHIBIT A

LEGAL DESCRIPTION OF INITIAL CLUB PROPERTY

ALL that certain piece, parcel or lot of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated as "**PARCEL 'B-4'**" on a plat entitled "SUBDIVISION PLAT OF PARCEL "B" TMS# 168-00-00-008 TO CREATE PARCEL "B-4" 18.00 AC. SUMMERS CORNER NEAR SUMMERVILLE DORCHESTER COUNTY, SOUTH CAROLINA PREPARED FOR AND OWNED BY LENNAR CAROLINAS, LLC" prepared by Phillip P. Gerard, PLS #26596, of Thomas & Hutton Engineering Co., dated June 3, 2020, and recorded August 12, 2020, in **Plat Cabinet N, Page 11**, in the Office of the Register of Deeds for Dorchester County, South Carolina.

TMS No.: 159-00-00-034

EXHIBIT B

LEGAL DESCRIPTION OF THE ENCUMBERED PROPERTY

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated as "CP1-26, LOT 12", "CP1-26, LOT 13" and "CP1-26, LOT 14" on a plat entitled "FINAL SUBDIVISION PLAT OF EAST EDISTO, SUMMERS CORNER COMMUNITY PLAN 1, BLOCK 24, LOTS 8 THRU 17, BLOCK 26, LOTS 5 THRU 19, BLOCK 27, LOTS 6 THRU 8, BLOCK 28, LOTS 1 THRU 5 NEAR SUMMERVILLE DORCHESTER COUNTY, SOUTH CAROLINA" prepared by Phillip P. Gerard, PLS #26596, of Thomas & Hutton Engineering Co., dated March 30, 2020, and recorded July 6, 2020, in **Plat Book N, Page 7**, in the Office of the Register of Deeds for Dorchester County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 159-01-26-012.000 (CP1-26, Lot 12)

TMS No.: 159-01-26-013.000 (CP1-26, Lot 13)

TMS No.: 159-01-26-014.000 (CP1-26, Lot 14)

ALSO

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated as "CP1-18, LOT 8", "CP1-18, LOT 9", "CP1-18, LOT 10", "CP1-18, LOT 11", "CP1-18, LOT 12", "CP1-18, LOT 13", "CP1-18, LOT 14", "CP1-18, LOT 19", "CP1-18, LOT 20", "CP1-18, LOT 21", "CP1-19, LOT 4", "CP1-19, LOT 5", "CP1-19, LOT 6", "CP1-19, LOT 8", "CP1-19, LOT 10", "CP1-19, LOT 12", "CP1-19, LOT 13", "CP1-19, LOT 15", "CP1-19, LOT 16", "CP1-20, LOT 1", "CP1-20, LOT 2", "CP1-20, LOT 3", "CP1-20, LOT 4", "CP1-20, LOT 5", "CP1-20, LOT 6", "CP1-20, LOT 7", "CP1-20, LOT 8", "CP1-20, LOT 9", "CP1-20, LOT 10", "CP1-20, LOT 11", "CP1-20, LOT 12", "CP1-20, LOT 14", "CP1-20, LOT 17", "CP1-20, LOT 24", "CP1-24, LOT 18", "CP1-24, LOT 19", "CP1-24, LOT 20", "CP1-24, LOT 21", "CP1-24, LOT 22", "CP1-28, LOT 6", "CP1-28, LOT 7", "CP1-28, LOT 8", "CP1-28, LOT 9", "CP1-28, LOT 10", "CP1-28, LOT 11", "CP1-28, LOT 12", "CP1-28, LOT 13", "CP1-28, LOT 14", "CP1-28, LOT 15", "CP1-28, LOT 16", "CP1-28, LOT 17", "CP1-28, LOT 20", "CP1-28, LOT 21", "CP1-28, LOT 26" and "CP1-28, LOT 30" on a plat entitled "FINAL SUBDIVISION PLAT OF SUMMERS CORNER COMMUNITY PLAN 1, BLOCK 18, LOTS 8 THRU 14 & 19 THRU 21, BLOCK 19, LOTS 1 THRU 18, BLOCK 20, LOTS 1 THRU 24, BLOCK 24, LOTS 18 THRU 22, BLOCK 28, LOTS 6 THRU 36, BLOCK 29, LOTS 1 THRU 19 NEAR SUMMERVILLE DORCHESTER COUNTY, SOUTH CAROLINA" prepared by Phillip P. Gerard, PLS #26596, of Thomas & Hutton Engineering Co., dated February 22, 2022, last revised April 25, 2022, and recorded May 9, 2022, in **Plat Book N, Page 70**, in the Office of the Register of Deeds for Dorchester County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 159-01-18-008.000 (CP1-18, Lot 8)

TMS No.: 159-01-18-009.000 (CP1-18, Lot 9)

TMS No.: 159-01-18-010.000 (CP1-18, Lot 10)

TMS No.: 159-01-18-011.000 (CP1-18, Lot 11)

TMS No.: 159-01-18-012.000 (CP1-18, Lot 12)

TMS No.: 159-01-18-013.000 (CP1-18, Lot 13)

TMS No.: 159-01-18-014.000 (CP1-18, Lot 14)

TMS No.: 159-01-18-019.000 (CP1-18, Lot 19)

TMS No.: 159-01-18-020.000 (CP1-18, Lot 20)

TMS No.: 159-01-18-021.000 (CP1-18, Lot 21)

TMS No.: 159-01-19-004.000 (CP1-19, Lot 4)

TMS No.: 159-01-19-005.000 (CP1-19, Lot 5)

TMS No.: 159-01-19-006.000 (CP1-19, Lot 6)

TMS No.: 159-01-19-008.000 (CP1-19, Lot 8)

TMS No.: 159-01-19-010.000 (CP1-19, Lot 10)

TMS No.: 159-01-19-012.000 (CP1-19, Lot 12)

TMS No.: 159-01-19-013.000 (CP1-19, Lot 13)

TMS No.: 159-01-19-015.000 (CP1-19, Lot 15)

TMS No.: 159-01-19-016.000 (CP1-19, Lot 16)

TMS No.: 159-01-20-001.000 (CP1-20, Lot 1)
 TMS No.: 159-01-20-002.000 (CP1-20, Lot 2)
 TMS No.: 159-01-20-003.000 (CP1-20, Lot 3)
 TMS No.: 159-01-20-004.000 (CP1-20, Lot 4)
 TMS No.: 159-01-20-005.000 (CP1-20, Lot 5)
 TMS No.: 159-01-20-006.000 (CP1-20, Lot 6)
 TMS No.: 159-01-20-007.000 (CP1-20, Lot 7)
 TMS No.: 159-01-20-008.000 (CP1-20, Lot 8)
 TMS No.: 159-01-20-009.000 (CP1-20, Lot 9)
 TMS No.: 159-01-20-010.000 (CP1-20, Lot 10)
 TMS No.: 159-01-20-011.000 (CP1-20, Lot 11)
 TMS No.: 159-01-20-012.000 (CP1-20, Lot 12)
 TMS No.: 159-01-20-014.000 (CP1-20, Lot 14)
 TMS No.: 159-01-20-017.000 (CP1-20, Lot 17)
 TMS No.: 159-01-20-024.000 (CP1-20, Lot 24)
 TMS No.: 159-01-24-018.000 (CP1-24, Lot 18)
 TMS No.: 159-01-24-019.000 (CP1-24, Lot 19)
 TMS No.: 159-01-24-020.000 (CP1-24, Lot 20)
 TMS No.: 159-01-24-021.000 (CP1-24, Lot 21)
 TMS No.: 159-01-24-022.000 (CP1-24, Lot 22)
 TMS No.: 159-01-28-006.000 (CP1-28, Lot 6)
 TMS No.: 159-01-28-007.000 (CP1-28, Lot 7)
 TMS No.: 159-01-28-008.000 (CP1-28, Lot 8)
 TMS No.: 159-01-28-009.000 (CP1-28, Lot 9)
 TMS No.: 159-01-28-010.000 (CP1-28, Lot 10)
 TMS No.: 159-01-28-011.000 (CP1-28, Lot 11)
 TMS No.: 159-01-28-012.000 (CP1-28, Lot 12)
 TMS No.: 159-01-28-013.000 (CP1-28, Lot 13)
 TMS No.: 159-01-28-014.000 (CP1-28, Lot 14)
 TMS No.: 159-01-28-015.000 (CP1-28, Lot 15)
 TMS No.: 159-01-28-016.000 (CP1-28, Lot 16)
 TMS No.: 159-01-28-017.000 (CP1-28, Lot 17)
 TMS No.: 159-01-28-020.000 (CP1-28, Lot 20)
 TMS No.: 159-01-28-021.000 (CP1-28, Lot 21)
 TMS No.: 159-01-28-026.000 (CP1-28, Lot 26)
 TMS No.: 159-01-28-030.000 (CP1-28, Lot 30)

ALSO

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated as "CP2-CU2-1, LOT 1", "CP2-CU2-1, LOT 2", "CP2-CU2-1, LOT 3", "CP2-CU2-1, LOT 4", "CP2-CU2-1, LOT 5", "CP2-CU2-6, LOT 1", "CP2-CU2-6, LOT 2", "CP2-CU2-6, LOT 3" and "CP2-CU2-6, LOT 4" on a plat entitled "FINAL SUBDIVISION PLAT OF EAST EDISTO, SUMMERS CORNER COMMUNITY PLAN 2, COMMUNITY UNIT 2, CLAYHILL, PHASE 1 BLOCK 1, LOTS 1 THRU 22, BLOCK 2, LOTS 1 THRU 5, BLOCK 6, LOTS 1 THRU 10, BLOCK 8, LOTS 1 THRU 13, BLOCK 9, LOTS 1 THRU 9, BLOCK 13, LOTS 1 THRU 9, BLOCK 14, LOTS 1 THRU 25, BLOCK 15, LOTS 1 THRU 6, BLOCK 17, LOTS 1 THRU 20 NEAR SUMMERVILLE, DORCHESTER COUNTY SOUTH CAROLINA" prepared by Phillip P. Gerard, PLS #26596, of Thomas & Hutton Engineering Co., dated February 11, 2020, and recorded May 14, 2020, in **Plat Book N, Page 3**, in the Office of the Register of Deeds for Dorchester County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 168-02-01-001.000 (CP2-CU2-1, Lot 1)
 TMS No.: 168-02-01-002.000 (CP2-CU2-1, Lot 2)
 TMS No.: 168-02-01-003.000 (CP2-CU2-1, Lot 3)
 TMS No.: 168-02-01-004.000 (CP2-CU2-1, Lot 4)
 TMS No.: 168-02-01-005.000 (CP2-CU2-1, Lot 5)
 TMS No.: 168-02-06-001.000 (CP2-CU2-6, Lot 1)
 TMS No.: 168-02-06-002.000 (CP2-CU2-6, Lot 2)

TMS No.: 168-02-06-003.000 (CP2-CU2-6, Lot 3)

TMS No.: 168-02-06-004.000 (EP2-CU2-6, Lot 4)

ALSO

ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated as "CP2-CU3-8, LOT 5", "CP2-CU3-8, LOT 17", "CP2-CU3-10, LOT 26" and "CP2-CU3-17, LOT 23" on a plat entitled "FINAL SUBDIVISION PLAT OF SUMMERS CORNER COMMUNITY PLAN 2, COMMUNITY UNIT 3, AZALEA RIDGE, PHASE 6 BLOCK 8, LOTS 1 THRU 17, BLOCK 10, LOTS 17 THRU 30, BLOCK 11, LOTS 12 THRU 28, BLOCK 17, LOTS 1 THRU 51, BLOCK 21, LOTS 1 THRU 15 NEAR SUMMERVILLE DORCHESTER COUNTY, SOUTH CAROLINA" prepared by Phillip P. Gerard, PLS #26596, of Thomas & Hutton Engineering Co., dated September 27, 2021, last revised April 25, 2022, and recorded May 9, 2022, in **Plat Book N, Page 69**, in the Office of the Register of Deeds for Dorchester County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 168-03-08-005.000 (CP2-CU3-8, Lot 5)

TMS No.: 168-03-08-017.000 (CP2-CU3-8, Lot 17)

TMS No.: 168-03-10-026.000 (CP2-CU3-10, Lot 26)

TMS No.: 168-03-17-023.000 (CP2-CU3-17, Lot 23)

ALSO

ALL those certain pieces, parcels or tracts of land, situate, lying and being in the County of Dorchester, State of South Carolina, shown and designated as "CP2-CU3-2, LOT 1", "CP2-CU3-2, LOT 2", "CP2-CU3-2, LOT 3", "CP2-CU3-2, LOT 4", "CP2-CU3-2, LOT 5", "CP2-CU3-2, LOT 6", "CP2-CU3-2, LOT 7", "CP2-CU3-2, LOT 8", "CP2-CU3-2, LOT 9", "CP2-CU3-2, LOT 10", "CP2-CU3-2, LOT 11", "CP2-CU3-2, LOT 12", "CP2-CU3-2, LOT 13", "CP2-CU3-2, LOT 14", "CP2-CU3-2, LOT 15", "CP2-CU3-2, LOT 16", "CP2-CU3-2, LOT 17", "CP2-CU3-2, LOT 18", "CP2-CU3-2, LOT 19", "CP2-CU3-2, LOT 20", "CP2-CU3-2, LOT 21", "CP2-CU3-2, LOT 22", "CP2-CU3-2, LOT 23", "CP2-CU3-3, LOT 1", "CP2-CU3-3, LOT 2", "CP2-CU3-3, LOT 3", "CP2-CU3-3, LOT 4", "CP2-CU3-3, LOT 5", "CP2-CU3-3, LOT 6", "CP2-CU3-3, LOT 7", "CP2-CU3-3, LOT 8", "CP2-CU3-3, LOT 9", "CP2-CU3-3, LOT 10", "CP2-CU3-3, LOT 11", "CP2-CU3-3, LOT 12", "CP2-CU3-3, LOT 13", "CP2-CU3-3, LOT 14", "CP2-CU3-3, LOT 15", "CP2-CU3-3, LOT 16", "CP2-CU3-3, LOT 17", "CP2-CU3-3, LOT 18", "CP2-CU3-3, LOT 19", "CP2-CU3-3, LOT 20", "CP2-CU3-3, LOT 22", "CP2-CU3-3, LOT 23", "CP2-CU3-3, LOT 24", "CP2-CU3-3, LOT 25", "CP2-CU3-3, LOT 26", "CP2-CU3-3, LOT 27", "CP2-CU3-3, LOT 28", "CP2-CU3-3, LOT 29", "CP2-CU3-3, LOT 30", "CP2-CU3-3, LOT 31", "CP2-CU3-3, LOT 32", "CP2-CU3-3, LOT 33", "CP2-CU3-3, LOT 34", "CP2-CU3-4, LOT 1", "CP2-CU3-4, LOT 2", "CP2-CU3-4, LOT 3", "CP2-CU3-4, LOT 4", "CP2-CU3-4, LOT 5", "CP2-CU3-4, LOT 6", "CP2-CU3-4, LOT 7", "CP2-CU3-4, LOT 8", "CP2-CU3-4, LOT 9", "CP2-CU3-4, LOT 10", "CP2-CU3-4, LOT 11", "CP2-CU3-4, LOT 12", "CP2-CU3-4, LOT 13", "CP2-CU3-4, LOT 14", "CP2-CU3-4, LOT 15", "CP2-CU3-4, LOT 16", "CP2-CU3-4, LOT 17", "CP2-CU3-4, LOT 18", "CP2-CU3-5, LOT 2", "CP2-CU3-5, LOT 3", "CP2-CU3-5, LOT 4", "CP2-CU3-5, LOT 5", "CP2-CU3-5, LOT 10", "CP2-CU3-5, LOT 12", "CP2-CU3-5, LOT 14", "CP2-CU3-5, LOT 16", "CP2-CU3-5, LOT 17", "CP2-CU3-5, LOT 18", "CP2-CU3-5, LOT 19", "CP2-CU3-5, LOT 20", "CP2-CU3-5, LOT 21", "CP2-CU3-5, LOT 22", "CP2-CU3-5, LOT 23", "CP2-CU3-5, LOT 24", "CP2-CU3-5, LOT 25", "CP2-CU3-5, LOT 26", "CP2-CU3-5, LOT 27", "CP2-CU3-5, LOT 28", "CP2-CU3-5, LOT 29", "CP2-CU3-5, LOT 30", "CP2-CU3-5, LOT 31", "CP2-CU3-5, LOT 32", "CP2-CU3-6, LOT 11", "CP2-CU3-6, LOT 16", "CP2-CU3-7, LOT 1", "CP2-CU3-7, LOT 3", "CP2-CU3-7, LOT 5", "CP2-CU3-7, LOT 6", "CP2-CU3-7, LOT 8", "CP2-CU3-7, LOT 9", "CP2-CU3-7, LOT 10", "CP2-CU3-7, LOT 12", "CP2-CU3-7, LOT 14", "CP2-CU3-7, LOT 16", "CP2-CU3-7, LOT 24", "CP2-CU3-7, LOT 25", "CP2-CU3-18, LOT 1", "CP2-CU3-18, LOT 2", "CP2-CU3-18, LOT 3", "CP2-CU3-18, LOT 4", "CP2-CU3-18, LOT 5", "CP2-CU3-18, LOT 6", "CP2-CU3-18, LOT 7", "CP2-CU3-18, LOT 8", "CP2-CU3-18, LOT 9", "CP2-CU3-18, LOT 10", "CP2-CU3-18, LOT 11", "CP2-CU3-18, LOT 12", "CP2-CU3-18, LOT 13", "CP2-CU3-18, LOT 14", "CP2-CU3-18, LOT 15", "CP2-CU3-18, LOT 16", "CP2-CU3-18, LOT 17", "CP2-CU3-18, LOT 18", "CP2-CU3-18, LOT 19", "CP2-CU3-18, LOT 20", "CP2-CU3-18, LOT 21", "CP2-CU3-18, LOT 22", "CP2-CU3-18, LOT 23", "CP2-CU3-18, LOT 24", "CP2-CU3-18, LOT 25", "CP2-CU3-18, LOT 26", "CP2-CU3-18, LOT 27", "CP2-CU3-18, LOT 29", "CP2-CU3-18, LOT 30", "CP2-CU3-18, LOT 31", "CP2-CU3-18, LOT 32", "CP2-CU3-18, LOT 33", "CP2-CU3-19, LOT 1", "CP2-CU3-19, LOT 2", "CP2-CU3-19, LOT 3", "CP2-CU3-19, LOT 4", "CP2-CU3-19, LOT 5", "CP2-CU3-19, LOT 6", "CP2-CU3-19, LOT 7", "CP2-CU3-19, LOT 8", "CP2-CU3-19, LOT 9", "CP2-CU3-19, LOT 10", "CP2-CU3-19, LOT 11", "CP2-CU3-19, LOT 12", "CP2-CU3-19, LOT 13", "CP2-CU3-19, LOT 14", "CP2-CU3-19, LOT 15", "CP2-CU3-19, LOT 16", "CP2-CU3-19, LOT 17", "CP2-

CU3-19, LOT 18", "CP2-CU3-19, LOT 19", "CP2-CU3-19, LOT 20", "CP2-CU3-19, LOT 21", "CP2-CU3-19, LOT 22", "CP2-CU3-19, LOT 23", "CP2-CU3-19, LOT 24", "CP2-CU3-19, LOT 25", "CP2-CU3-19, LOT 26" and "CP2-CU3-19, LOT 27" on a plat entitled "CONDITIONAL SUBDIVISION PLAT OF SUMMERS CORNER COMMUNITY PLAN 2, COMMUNITY UNIT 3, AZALEA RIDGE, PHASE 7 BLOCK 2, LOTS 1 THRU 23, BLOCK 3, LOTS 1 THRU 34, BLOCK 4, LOTS 1 THRU 18, BLOCK 5, LOTS 1 THRU 32, BLOCK 6, LOTS 1 THRU 16, BLOCK 7, LOTS 1 THRU 27, BLOCK 18, LOTS 1 THRU 33 & BLOCK 19, LOTS 1 THRU 27 NEAR SUMMERVILLE DORCHESTER COUNTY, SOUTH CAROLINA" prepared by Phillip P. Gerard, PLS #26596, of Thomas & Hutton Engineering Co., dated April 4, 2022, and recorded May 9, 2022, in **Plat Book N, Page 69**, in the Office of the Register of Deeds for Dorchester County, South Carolina, reference to which is hereby craved for a more complete description.

TMS No.: 168-03-02-001.000 (CP2-CU3-2, Lot 1)
TMS No.: 168-03-02-002.000 (CP2-CU3-2, Lot 2)
TMS No.: 168-03-02-003.000 (CP2-CU3-2, Lot 3)
TMS No.: 168-03-02-004.000 (CP2-CU3-2, Lot 4)
TMS No.: 168-03-02-005.000 (CP2-CU3-2, Lot 5)
TMS No.: 168-03-02-006.000 (CP2-CU3-2, Lot 6)
TMS No.: 168-03-02-007.000 (CP2-CU3-2, Lot 7)
TMS No.: 168-03-02-008.000 (CP2-CU3-2, Lot 8)
TMS No.: 168-03-02-009.000 (CP2-CU3-2, Lot 9)
TMS No.: 168-03-02-010.000 (CP2-CU3-2, Lot 10)
TMS No.: 168-03-02-011.000 (CP2-CU3-2, Lot 11)
TMS No.: 168-03-02-012.000 (CP2-CU3-2, Lot 12)
TMS No.: 168-03-02-013.000 (CP2-CU3-2, Lot 13)
TMS No.: 168-03-02-014.000 (CP2-CU3-2, Lot 14)
TMS No.: 168-03-02-015.000 (CP2-CU3-2, Lot 15)
TMS No.: 168-03-02-016.000 (CP2-CU3-2, Lot 16)
TMS No.: 168-03-02-017.000 (CP2-CU3-2, Lot 17)
TMS No.: 168-03-02-018.000 (CP2-CU3-2, Lot 18)
TMS No.: 168-03-02-019.000 (CP2-CU3-2, Lot 19)
TMS No.: 168-03-02-020.000 (CP2-CU3-2, Lot 20)
TMS No.: 168-03-02-021.000 (CP2-CU3-2, Lot 21)
TMS No.: 168-03-02-022.000 (CP2-CU3-2, Lot 22)
TMS No.: 168-03-02-023.000 (CP2-CU3-2, Lot 23)
TMS No.: 168-03-03-001.000 (CP2-CU3-3, Lot 1)
TMS No.: 168-03-03-002.000 (CP2-CU3-3, Lot 2)
TMS No.: 168-03-03-003.000 (CP2-CU3-3, Lot 3)
TMS No.: 168-03-03-004.000 (CP2-CU3-3, Lot 4)
TMS No.: 168-03-03-005.000 (CP2-CU3-3, Lot 5)
TMS No.: 168-03-03-006.000 (CP2-CU3-3, Lot 6)
TMS No.: 168-03-03-007.000 (CP2-CU3-3, Lot 7)
TMS No.: 168-03-03-008.000 (CP2-CU3-3, Lot 8)
TMS No.: 168-03-03-009.000 (CP2-CU3-3, Lot 9)
TMS No.: 168-03-03-010.000 (CP2-CU3-3, Lot 10)
TMS No.: 168-03-03-011.000 (CP2-CU3-3, Lot 11)
TMS No.: 168-03-03-012.000 (CP2-CU3-3, Lot 12)
TMS No.: 168-03-03-013.000 (CP2-CU3-3, Lot 13)
TMS No.: 168-03-03-014.000 (CP2-CU3-3, Lot 14)
TMS No.: 168-03-03-015.000 (CP2-CU3-3, Lot 15)
TMS No.: 168-03-03-016.000 (CP2-CU3-3, Lot 16)
TMS No.: 168-03-03-017.000 (CP2-CU3-3, Lot 17)
TMS No.: 168-03-03-018.000 (CP2-CU3-3, Lot 18)
TMS No.: 168-03-03-019.000 (CP2-CU3-3, Lot 19)
TMS No.: 168-03-03-020.000 (CP2-CU3-3, Lot 20)
TMS No.: 168-03-03-022.000 (CP2-CU3-3, Lot 22)
TMS No.: 168-03-03-023.000 (CP2-CU3-3, Lot 23)
TMS No.: 168-03-03-024.000 (CP2-CU3-3, Lot 24)
TMS No.: 168-03-03-025.000 (CP2-CU3-3, Lot 25)

TMS No.: 168-03-03-026.000 (CP2-CU3-3, Lot 26)
TMS No.: 168-03-03-027.000 (CP2-CU3-3, Lot 27)
TMS No.: 168-03-03-028.000 (CP2-CU3-3, Lot 28)
TMS No.: 168-03-03-029.000 (CP2-CU3-3, Lot 29)
TMS No.: 168-03-03-030.000 (CP2-CU3-3, Lot 30)
TMS No.: 168-03-03-031.000 (CP2-CU3-3, Lot 31)
TMS No.: 168-03-03-032.000 (CP2-CU3-3, Lot 32)
TMS No.: 168-03-03-033.000 (CP2-CU3-3, Lot 33)
TMS No.: 168-03-03-034.000 (CP2-CU3-3, Lot 34)
TMS No.: 168-03-04-001.000 (CP2-CU3-4, Lot 1)
TMS No.: 168-03-04-002.000 (CP2-CU3-4, Lot 2)
TMS No.: 168-03-04-003.000 (CP2-CU3-4, Lot 3)
TMS No.: 168-03-04-004.000 (CP2-CU3-4, Lot 4)
TMS No.: 168-03-04-005.000 (CP2-CU3-4, Lot 5)
TMS No.: 168-03-04-006.000 (CP2-CU3-4, Lot 6)
TMS No.: 168-03-04-007.000 (CP2-CU3-4, Lot 7)
TMS No.: 168-03-04-008.000 (CP2-CU3-4, Lot 8)
TMS No.: 168-03-04-009.000 (CP2-CU3-4, Lot 9)
TMS No.: 168-03-04-010.000 (CP2-CU3-4, Lot 10)
TMS No.: 168-03-04-011.000 (CP2-CU3-4, Lot 11)
TMS No.: 168-03-04-012.000 (CP2-CU3-4, Lot 12)
TMS No.: 168-03-04-013.000 (CP2-CU3-4, Lot 13)
TMS No.: 168-03-04-014.000 (CP2-CU3-4, Lot 14)
TMS No.: 168-03-04-015.000 (CP2-CU3-4, Lot 15)
TMS No.: 168-03-04-016.000 (CP2-CU3-4, Lot 16)
TMS No.: 168-03-04-017.000 (CP2-CU3-4, Lot 17)
TMS No.: 168-03-04-018.000 (CP2-CU3-4, Lot 18)
TMS No.: 168-03-05-002.000 (CP2-CU3-5, Lot 2)
TMS No.: 168-03-05-003.000 (CP2-CU3-5, Lot 3)
TMS No.: 168-03-05-004.000 (CP2-CU3-5, Lot 4)
TMS No.: 168-03-05-005.000 (CP2-CU3-5, Lot 5)
TMS No.: 168-03-05-010.000 (CP2-CU3-5, Lot 10)
TMS No.: 168-03-05-012.000 (CP2-CU3-5, Lot 12)
TMS No.: 168-03-05-014.000 (CP2-CU3-5, Lot 14)
TMS No.: 168-03-05-016.000 (CP2-CU3-5, Lot 16)
TMS No.: 168-03-05-017.000 (CP2-CU3-5, Lot 17)
TMS No.: 168-03-05-018.000 (CP2-CU3-5, Lot 18)
TMS No.: 168-03-05-019.000 (CP2-CU3-5, Lot 19)
TMS No.: 168-03-05-020.000 (CP2-CU3-5, Lot 20)
TMS No.: 168-03-05-021.000 (CP2-CU3-5, Lot 21)
TMS No.: 168-03-05-022.000 (CP2-CU3-5, Lot 22)
TMS No.: 168-03-05-023.000 (CP2-CU3-5, Lot 23)
TMS No.: 168-03-05-024.000 (CP2-CU3-5, Lot 24)
TMS No.: 168-03-05-025.000 (CP2-CU3-5, Lot 25)
TMS No.: 168-03-05-026.000 (CP2-CU3-5, Lot 26)
TMS No.: 168-03-05-027.000 (CP2-CU3-5, Lot 27)
TMS No.: 168-03-05-028.000 (CP2-CU3-5, Lot 28)
TMS No.: 168-03-05-029.000 (CP2-CU3-5, Lot 29)
TMS No.: 168-03-05-030.000 (CP2-CU3-5, Lot 30)
TMS No.: 168-03-05-031.000 (CP2-CU3-5, Lot 31)
TMS No.: 168-03-05-032.000 (CP2-CU3-5, Lot 32)
TMS No.: 168-03-06-011.000 (CP2-CU3-6, Lot 11)
TMS No.: 168-03-06-016.000 (CP2-CU3-6, Lot 16)
TMS No.: 168-03-07-001.000 (CP2-CU3-7, Lot 1)
TMS No.: 168-03-07-003.000 (CP2-CU3-7, Lot 3)
TMS No.: 168-03-07-005.000 (CP2-CU3-7, Lot 5)
TMS No.: 168-03-07-006.000 (CP2-CU3-7, Lot 6)
TMS No.: 168-03-07-008.000 (CP2-CU3-7, Lot 8)

TMS No.: 168-03-07-009.000 (CP2-CU3-7, Lot 9)
TMS No.: 168-03-07-010.000 (CP2-CU3-7, Lot 10)
TMS No.: 168-03-07-012.000 (CP2-CU3-7, Lot 12)
TMS No.: 168-03-07-014.000 (CP2-CU3-7, Lot 14)
TMS No.: 168-03-07-016.000 (CP2-CU3-7, Lot 16)
TMS No.: 168-03-07-024.000 (CP2-CU3-7, Lot 24)
TMS No.: 168-03-07-025.000 (CP2-CU3-7, Lot 25)
TMS No.: 168-03-18-001.000 (CP2-CU3-18, Lot 1)
TMS No.: 168-03-18-002.000 (CP2-CU3-18, Lot 2)
TMS No.: 168-03-18-003.000 (CP2-CU3-18, Lot 3)
TMS No.: 168-03-18-004.000 (CP2-CU3-18, Lot 4)
TMS No.: 168-03-18-005.000 (CP2-CU3-18, Lot 5)
TMS No.: 168-03-18-006.000 (CP2-CU3-18, Lot 6)
TMS No.: 168-03-18-007.000 (CP2-CU3-18, Lot 7)
TMS No.: 168-03-18-008.000 (CP2-CU3-18, Lot 8)
TMS No.: 168-03-18-009.000 (CP2-CU3-18, Lot 9)
TMS No.: 168-03-18-010.000 (CP2-CU3-18, Lot 10)
TMS No.: 168-03-18-011.000 (CP2-CU3-18, Lot 11)
TMS No.: 168-03-18-012.000 (CP2-CU3-18, Lot 12)
TMS No.: 168-03-18-013.000 (CP2-CU3-18, Lot 13)
TMS No.: 168-03-18-014.000 (CP2-CU3-18, Lot 14)
TMS No.: 168-03-18-015.000 (CP2-CU3-18, Lot 15)
TMS No.: 168-03-18-016.000 (CP2-CU3-18, Lot 16)
TMS No.: 168-03-18-017.000 (CP2-CU3-18, Lot 17)
TMS No.: 168-03-18-018.000 (CP2-CU3-18, Lot 18)
TMS No.: 168-03-18-019.000 (CP2-CU3-18, Lot 19)
TMS No.: 168-03-18-020.000 (CP2-CU3-18, Lot 20)
TMS No.: 168-03-18-021.000 (CP2-CU3-18, Lot 21)
TMS No.: 168-03-18-022.000 (CP2-CU3-18, Lot 22)
TMS No.: 168-03-18-023.000 (CP2-CU3-18, Lot 23)
TMS No.: 168-03-18-024.000 (CP2-CU3-18, Lot 24)
TMS No.: 168-03-18-025.000 (CP2-CU3-18, Lot 25)
TMS No.: 168-03-18-026.000 (CP2-CU3-18, Lot 26)
TMS No.: 168-03-18-027.000 (CP2-CU3-18, Lot 27)
TMS No.: 168-03-18-029.000 (CP2-CU3-18, Lot 29)
TMS No.: 168-03-18-030.000 (CP2-CU3-18, Lot 30)
TMS No.: 168-03-18-031.000 (CP2-CU3-18, Lot 31)
TMS No.: 168-03-18-032.000 (CP2-CU3-18, Lot 32)
TMS No.: 168-03-18-033.000 (CP2-CU3-18, Lot 33)
TMS No.: 168-03-19-001.000 (CP2-CU3-19, Lot 1)
TMS No.: 168-03-19-002.000 (CP2-CU3-19, Lot 2)
TMS No.: 168-03-19-003.000 (CP2-CU3-19, Lot 3)
TMS No.: 168-03-19-004.000 (CP2-CU3-19, Lot 4)
TMS No.: 168-03-19-005.000 (CP2-CU3-19, Lot 5)
TMS No.: 168-03-19-006.000 (CP2-CU3-19, Lot 6)
TMS No.: 168-03-19-007.000 (CP2-CU3-19, Lot 7)
TMS No.: 168-03-19-008.000 (CP2-CU3-19, Lot 8)
TMS No.: 168-03-19-009.000 (CP2-CU3-19, Lot 9)
TMS No.: 168-03-19-010.000 (CP2-CU3-19, Lot 10)
TMS No.: 168-03-19-011.000 (CP2-CU3-19, Lot 11)
TMS No.: 168-03-19-012.000 (CP2-CU3-19, Lot 12)
TMS No.: 168-03-19-013.000 (CP2-CU3-19, Lot 13)
TMS No.: 168-03-19-014.000 (CP2-CU3-19, Lot 14)
TMS No.: 168-03-19-015.000 (CP2-CU3-19, Lot 15)
TMS No.: 168-03-19-016.000 (CP2-CU3-19, Lot 16)
TMS No.: 168-03-19-017.000 (CP2-CU3-19, Lot 17)
TMS No.: 168-03-19-018.000 (CP2-CU3-19, Lot 18)
TMS No.: 168-03-19-019.000 (CP2-CU3-19, Lot 19)

TMS No.: 168-03-19-020.000 (CP2-CU3-19, Lot 20)
TMS No.: 168-03-19-021.000 (CP2-CU3-19, Lot 21)
TMS No.: 168-03-19-022.000 (CP2-CU3-19, Lot 22)
TMS No.: 168-03-19-023.000 (CP2-CU3-19, Lot 23)
TMS No.: 168-03-19-024.000 (CP2-CU3-19, Lot 24)
TMS No.: 168-03-19-025.000 (CP2-CU3-19, Lot 25)
TMS No.: 168-03-19-026.000 (CP2-CU3-19, Lot 26)
TMS No.: 168-03-19-027.000 (CP2-CU3-19, Lot 27)

EXHIBIT C
CONSENT AND JOINDER

THIS CONSENT AND JOINDER (this "**Joinder**") is entered into as of this ____ day of _____, 202__, by the undersigned, [_____] and [_____] (singular or plural, the "**Owner**"), subject to acceptance of this Joinder by SUMMERS CORNER CLUB, LLC, a South Carolina limited liability company (the "**Club Owner**"), which is the owner and operator of a private recreational club known as "The Club at Summers Corner" (the "**Club**") that provides certain recreational opportunities to residents of Summers Corner, a residential development located in Dorchester County, South Carolina (the "**Community**").

WHEREAS, the Owner is the owner of that certain real property located at the following address: _____, Summerville, South Carolina, bearing Dorchester County TMS No. _____, and described as _____ (the "**Lot**") located in the Community, which was conveyed to the undersigned by deed from LENNAR CAROLINAS, LLC, dated _____, 20__, and recorded _____, 20__ in the Office of the Register of Deeds for Dorchester County, South Carolina (the "**ROD Office**") in Book _____ at Page _____; and

WHEREAS, the Owner desires to become a member of the Club in accordance with the Club Plan dated October ____, 2022, and recorded October ____, 2022, in the ROD Office in Book _____ at Page _____ (as the same may be amended from time to time, the "**Club Plan**"); and

WHEREAS, the Owner represents and warrants that the Owner has been given the opportunity to review the Club Plan in detail and is aware of all the terms and conditions thereof, including the fact that the Owner is only receiving a non-exclusive license to utilize the Club Facilities (as defined in the Club Plan) and shall have no voting rights or ownership interest of any nature in the Club; and

WHEREAS, based upon the foregoing and subject to acceptance of this Joinder by the Club Owner, the Owner desires to enter into this Joinder to evidence the agreement of the Owner to be bound by the Club Plan as fully as if the Owner was an original signatory thereto.

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

1. **Consent and Joinder.** The Owner hereby consents to and joins in the Club Plan, whereupon the Owner shall be bound by all covenants, conditions, easements, charges, liens and other provisions of the Club Plan.

2. **Lot Subjected to Club Plan.** The Owner hereby subjects the Lot to the Club Plan and acknowledges that the Club Plan will encumber the Lot and will run with the land and be binding on all future owners of the Lot.

3. **Lien Rights.** The Owner acknowledges and agrees that the amounts due under the Club Plan by the Owner may be collectible pursuant to a lien and charge against the Lot as specified in the Club Plan.

4. **Acceptance.** This Joinder is subject to acceptance by the Club Owner and upon such acceptance by the Club Owner of this Joinder, this Joinder shall be fully binding on the Owner and the Club Owner and irrevocable. Upon such acceptance, the Owner shall become a member of the Club and entitled to all membership benefits specified in the Club Plan.

5. **Amendment of Exhibit B.** Upon execution of this Joinder by the Owner, acceptance as set forth below by the Club Owner, and recording in the ROD Office, this Joinder shall constitute an amendment to **Exhibit B** to the Club Plan and the Lot from the date of recording shall be deemed a portion of the Encumbered Property (as defined in the Club Plan).

EXHIBIT D

CLUB MEMBERSHIP FEE SCHEDULE

Calendar Year that Club Fees Commence	Monthly Payment*
Year 1	\$20
Year 2	Up to \$25**
Year 3	Up to \$30**
Year 4	Up to \$35**
Year 5	Up to \$40**
Year 6	Up to \$45**

* plus applicable admissions tax

**as specified by Club Owner

For Year 7 and thereafter, monthly Club Membership Fees shall be determined by Club Owner but shall not be increased by more than 5% of the prior Year's monthly Club Membership Fee. See Section 6.10 for the definition of Year 1 and the Years numbered thereafter.

THIS CLUB MEMBERSHIP FEE SCHEDULE ONLY REFERS TO THE CLUB MEMBERSHIP FEE DUE FROM EACH MEMBER. IN ADDITION, MEMBERS ARE REQUIRED TO PAY A PRO RATA SHARE OF CLUB OPERATING EXPENSES AS SET FORTH IN SECTION 6.1 OF THE CLUB PLAN. However, monthly Club Operating Expenses payable by each Club Member for Year 1 through Year 6 shall not exceed the maximum monthly Club Membership Fee set forth above plus \$10 per month.

The Club Membership Fee and a pro rata portion of Club Operating Expenses are combined to establish the Club Dues payable monthly by each Club Member.

EXHIBIT E

EXCLUDED UNITS

Excluded Units are all the Units in Summers Corner that have been subjected to the Charter as of the date of this Club Plan not listed in Exhibit B attached hereto.

(Exhibit B identifies the Units constituting the Encumbered Property, which are the only Units now being subjected to the Club Plan. The Encumbered Property currently represents only Units in Summers Corner as of the date of this Club Plan that are owner by Founder, excluding Units that are under contract by Founder to retail purchasers but not closed.)

EXHIBIT E

OPTION EXERCISE NOTICE

IRREVOCABLE NOTICE OF EXERCISE

The Board of Directors of SUMMERS CORNER RESIDENTIAL ASSOCIATION, INC., a South Carolina nonprofit corporation (the "**Board**"), hereby provides Club Owner (as defined in that certain Club Plan recorded in Official Records Book _____ at Page _____, of the Public Records of Dorchester County, South Carolina) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan. Attached hereto as **Schedule 1** is a resolution executed by the majority of the Board approving this Option Exercise Notice.

The undersigned Board has executed this Option Exercise Notice on this _____ day of _____, 20____.

Name: _____
Title: Director

Name: _____
Title: Director

Name: _____
Title: Director

Schedule 1

**SUMMERS CORNER RESIDENTIAL ASSOCIATION, INC., a
South Carolina nonprofit corporation (the "Association")**

**ACTION BY THE BOARD OF DIRECTORS OF THE ASSOCIATION
[WITHOUT A MEETING]**

The undersigned, being [all of][a majority of] the members of the Board of Directors of the Association, do hereby consent to and approve the following actions [without meeting][at a duly called meeting of the Board of Directors held on _____, 20__]:

WHEREAS, the Association is a party (by joinder) to that certain Club Plan recorded in Official Records Book ___ Page ___ of the Public Records of Dorchester County, South Carolina (the "Club Plan"); and

WHEREAS, all capitalized terms not otherwise defined herein shall have the respective meanings set for the in the Club Plan; and

WHEREAS, the Association has received the Purchase Option set forth in the Club Plan, which gives the Association the option to acquire the Club, including the Club Property and the Club Facilities (collectively the "Club Assets"); and

WHEREAS, the Board of Directors has reviewed the Purchase Option and determined that it is in the best interest of the Association to purchase the Assets; and

WHEREAS, the Board of Directors has received the approval of the terms of the Purchase Option from Voting Delegates representing at least a majority of the total votes in the Association in accordance with the terms of the Residential Charter and is authorized to proceed with the purchase of the Club Assets from Club Owner; and

WHEREAS, the Board of Directors desires to provide Club Owner with the Option Exercise Notice in order to evidence its intent to purchase the Club Assets pursuant to the Purchase Option.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the purchase of the Club in accordance with the Purchase Option, elects to exercise the Purchase Option and authorizes the giving of the Option Exercise Notice to Club Owner by execution of the Option Exercise Notice by at least a majority of the Board of the Association and the prompt delivering the same to Club Owner.

Effective Date: _____, 20 ____.

DIRECTORS:

Name: _____

Name: _____

Name: _____

EXHIBIT G

TERMS OF SALE

1. Purchase of the Club Property shall be "AS IS, WHERE IS" with no warranties or representations of any nature from Club Owner. The Association and Club Owner shall enter into a purchase and sale agreement ("PSA") provided by Club Owner that generally contains provisions utilized for the disposition of commercial real estate by financial institutions and disclaims all responsibility for the condition of the Club Facilities; provided, however, that the PSA shall be consistent with the terms of purchase and sale set forth in the Club Plan (including the following), and contain a binding arbitration provision similar to that contained in the Club Plan.
2. Club Owner shall establish the Purchase Price based upon the capitalization rate set forth in Section 5.5 of the Club Plan.
3. The PSA shall call for the closing of the sale and purchase (the "Closing") to occur within ninety (90) days after exercise of the Purchase Option by the Association. At the Closing, the full purchase price shall be due and payable by the Association to Club Owner in current funds unless otherwise agreed by Club Owner.
4. The Association shall not be required to provide any earnest money but shall be liable for liquidated damages equal to 5% of the Purchase Price if the purchase of the Club Property is not consummated as a result of any default by the Association under the PSA and Club Owner terminates the PSA.
5. The Association shall be provided with access to all plats, title insurance, title abstracts and other real estate information to assist with any title examination undertaken by the Association. In the event any material defect of title or inability to obtain title insurance that insures the ongoing ability to utilize the Club Property for its intended purposes is determined to exist within thirty (30) days after execution of the PSA, the Association shall be entitled to terminate the PSA upon notice to Club Owner.
6. The Association shall be responsible for all costs associated with the acquisition of the Club Property, including deed recording fees, survey costs, inspection costs, title examinations and title insurance, as well as legal fees of its counsel. Club Owner shall only be responsible for the legal fees of its counsel.
7. In the event of any casualty or damage to any portion of the Club Facilities, the Association shall be obligated to proceed with the closing but shall be entitled to an assignment of all applicable insurance proceeds.
8. The Closing shall be conducted utilizing a limited warranty deed conveying the Club Property "As Is, Where Is" subject to all matters of record or as would be shown by a current accurate survey, an assignment to the Association of all of Club Owner's right, title and interest in and to the Club Plan, and such other documents as generally utilized for the disposition of commercial real estate in the area in which the Club Property is located.
9. Pending the Closing, Club Owner shall operate the Club in a reasonable manner consistent with prior practices.
10. Club Owner shall be entitled to retain all revenues generated from the operation of the Club up to the date of Closing and the Association shall assist with the collection of any past due Club Dues. In addition, all operating expenses, real estate taxes, insurance premiums and other costs associated with ownership of the Club Facilities shall be prorated as of the date of the Closing.