

**PREPARED BY AND RETURN TO:**

Christian F. O’Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 E. Jackson Street, Suite 2100  
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO THE  
AMENDED AND RESTATED MIRADA CLUB - CLUB PLAN**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED MIRADA CLUB - CLUB PLAN (this “**First Amendment**”) is made by MIRADA CLUB, LLC, a Delaware limited liability company (the “**Club Owner**”).

**RECITALS**

A. The Club Owner recorded that certain AMENDED AND RESTATED MIRADA CLUB - CLUB PLAN in Official Records Book 9920, Page 2869, of the Public Records of Pasco County, Florida (the “**Club Plan**”).

B. Section 24 of the Club Plan provides Club Owner shall have the right to amend the Club Plan without the joinder or consent of any person or entity. MIRADA CLUB, LLC, a Delaware limited liability company, as “Club Owner,” desires to amend the Club Plan as provided herein.

NOW THEREFORE, the Club Owner hereby amends the Club Plan as set forth herein.

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The recitals set forth above are true and correct and are incorporated herein by reference. All initially capitalized terms not defined herein shall have the meanings set forth in the Club Plan.
2. In the event that there is a conflict between this First Amendment and the Club Plan, this First Amendment shall control. Whenever possible, this First Amendment and the Club Plan shall be construed as a single document. Except as modified hereby, the Club Plan shall remain in full force and effect.

3. Section 7 of the Club Plan is hereby amended to add the following paragraph as a new Section 7.3:

7.3. "Notwithstanding the foregoing or anything contained herein to the contrary, the Initial Club Contribution and Resale Club Contribution shall be collected upon the conveyance of a Lot in accordance with the terms and conditions of Sections 7.1 and 7.2 above. Although the Initial Club Contribution and Resale Club Contribution shall be deemed part of the "Club Dues" for general purposes of this Club Plan, the Initial Club Contribution and Resale Club Contribution shall nevertheless be paid at the respective closing on the Lot in accordance with the terms and conditions of Section 7 herein, even in the event Club Facilities have not been made available for use by Resident Members."

4. The Club Plan is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

5. This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Pasco County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Owner, has caused this First Amendment to be executed by its duly authorized representative as of this 24<sup>TH</sup> day of FEBRUARY, 2020.

WITNESSES:

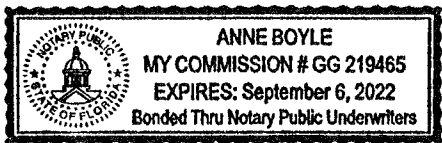
Doug Draper  
Name: DOUG DRAPER  
Anne Boyle  
Name: Anne Boyle

OWNER:

MIRADA CLUB, LLC, a Delaware limited liability company  
By: [Signature]  
Name: John M. Ryan  
Title: Manager

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 24 day of February, 2020, by John M. Ryan, as Manager of MIRADA CLUB, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.



Anne Boyle  
Notary Public, State of Florida  
Name: Anne Boyle  
My Commission Expires: 09.06.22