



CFN 2019078979  
Bk 5543 Pgs 2579-2586 (8 Pgs)  
DATE: 06/19/2019 11:47:09 AM  
ARMANDO RAMIREZ, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES \$69.50

This instrument prepared by, or under the supervision of  
(and after recording, return to):

Glenn A. Gerena, Esq.  
Greenberg Traurig, P.A.  
5100 Town Center Circle  
Suite 400  
Boca Raton, Florida 33486

(Reserved for Clerk of Court)

### FIRST AMENDMENT TO DECLARATION OF CLUB COVENANTS FOR ROLLING OAKS CLUB

This **FIRST AMENDMENT TO DECLARATION OF CLUB COVENANTS FOR ROLLING OAKS CLUB** is made this 04<sup>th</sup> day of June, 2019 by **ROLLING OAKS SPLENDID, LLC**, a Florida limited liability company ("**Declarant**") and **ROLLING OAKS CLUB, LLC**, a Delaware limited liability company ("**Club Owner**"). Capitalized terms that are not defined herein shall have the meanings ascribed to them in the Declaration.

**WHEREAS**, Declarant recorded the Declaration of Club Covenants for Rolling Oaks Club, dated April 16, 2018, and recorded on April 18, 2018, in Official Records Book 5319, Page 1064, of the Public Records of Osceola County, Florida ("**Club Declaration**"); and

**WHEREAS**, the Club Declaration grants to owners of Units built on the Properties certain rights and imposes certain obligations with respect to Club Memberships offered in the Club by Club Owner; and

**WHEREAS**, Declarant has the right to add property to the Properties, which are subject to the Club Declaration, by amendment or supplement to the Club Declaration pursuant to the "Properties" definition set forth in Section 1 of the Club Declaration; and

**WHEREAS**, Club Owner has the right to amend the Club Declaration pursuant to Section 17 of the Club Declaration; and

**WHEREAS**, Declarant owns a certain property described on Exhibit A attached hereto and incorporated herein ("**Added Property**"), but not currently part of the Properties; and

**WHEREAS**, Declarant wishes to apply all of the provisions of the Declaration to the Added Property; and

Rolling Oaks Club  
First Amendment to Declaration of Club Covenants

**WHEREAS**, Club Owner wishes to amend the Club Declaration, to, among other things, add provisions applicable to the Added Property.

**NOW, THEREFORE**, for and in consideration of the premises, the payment of Ten and No/00 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declarant and Club Owner hereby declare as follows:

1. Annexation of Added Property.

(a) The Added Property is hereby added to the legal description of the Properties encumbered by the Club Declaration, unless any portion thereof is de-annexed from the Properties pursuant to the reservation of rights contained in Section 1(b) hereof.

(b) Declarant hereby reserves the right, in its sole and absolute discretion, to de-subject all or any portion of the Added Property to the terms and conditions of the Club Declaration, but only so long as such de-annexation occurs while Declarant, its successor and assigns is the owner of the portion or portions of the Added Property then being eliminated from the legal description of the Properties.

2. Amendments.

(a) The definition of "Unit Owner Member" in Section 1 of the Club Declaration is hereby amended in its entirety to read as follows:

"Unit Owner Member" shall mean a Unit Owner who submits to Club Owner the required Membership Agreement and payment of the required Joining Fee and in the case of owners of residential units other than Units, is approved by Club Owner for membership in the Club."

(b) The last paragraph of Section 2.1 of the Club Declaration is hereby amended in its entirety to read as follows:

"A Unit Owner shall complete, execute and submit to Club Owner before or at the Unit Closing a Membership Agreement in such form or forms as Club Owner shall reasonably require for the Unit Owner to acquire a Club Membership ("Membership Agreement") and shall pay the required Joining Fee for the Club Membership to the Club Owner. Although each Unit Owner is required to acquire a Club Membership and commence payment of Club Dues upon acceptance of title to a Unit, Club Membership privileges shall be conditioned and subject to the Unit Owner's execution and delivery to Club Owner of the Membership Agreement. The Membership Agreement may provide for payment of the Joining Fee in installments, in which case the Unit Owner shall be obligated to pay the balance of the Joining Fee in accordance with the Membership Agreement and shall execute such documents as Club Owner may require acknowledging and evidencing such obligation. Any unpaid Joining Fee shall be subject to the lien created pursuant to Section 7.1 of this Club Declaration."

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3. Ratification. The Club Declaration, as modified hereby, remains in full force and effect and is hereby ratified and affirmed.

[Signatures Appear on Following Pages]

COPY

(Reserved for Clerk of Court)

NOW THEREFORE, Declarant and Club Owner has set its signature and seal below this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESSES:**

**ROLLING OAKS SPLENDID, LLC, a  
Florida limited liability company**

*Pete Brown*  
Print Name: Pete Brown

By: Encore Housing Opportunity Fund II General  
Partner, LLC, a Delaware limited liability company

*Darla Meredith*  
Print Name: Darla Meredith

By: *John Chiste*  
Name: John Chiste  
Title: Chief Financial Officer

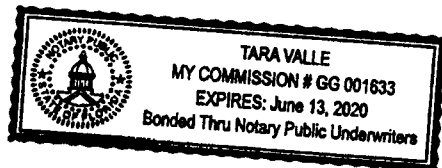
Address: 1 Town Center Road, Suite 600  
Boca Raton, Florida 33486

STATE OF FLORIDA       )  
  ) SS.:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 10 day of  
June, 2019 by John Chiste, as Chief Financial Officer of Encore Housing  
Opportunity Fund II General Partner, LLC, a Delaware limited liability company, as manager of Rolling  
Oaks Splendid, LLC, a Florida limited liability company, who is personally known to me or who  
has produced n/a as identification.

My commission expires:

*Tara Valle*  
NOTARY PUBLIC, State of Florida at Large  
Print name: Tara Valle



(Reserved for Clerk of Court)

**ROLLING OAKS CLUB LLC,**  
a Delaware limited liability company

WITNESSES:

*Peter Brown*  
Print  
Name: Peter Brown

*Darla Meredith*  
Print  
Name: Darla Meredith

By: ROLLING OAKS SPLENDID, LLC, a  
Florida limited liability company

By: Encore Housing Opportunity Fund II  
General Partner, LLC, a Delaware limited  
liability company, its Manager

By: *John Chiste*  
John Chiste, Chief Financial Officer

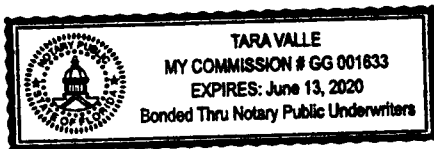
Address:  
1 Town Center Road, Suite 600  
Boca Raton, Florida 33486

STATE OF FLORIDA       )  
  ) SS.:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 10 day of June,  
2019 by John Chiste, as Chief Financial Officer of Encore Housing Opportunity Fund II General  
Partner, LLC, a Delaware limited liability company, as manager of Rolling Oaks Splendid, LLC, a  
Florida limited liability company, as manager of Rolling Oaks Club, LLC, a Delaware limited  
liability company, who is personally known to me or who produced  
n/a as identification, on behalf of the limited liability  
company.

My commission expires:

*Tara Valle*  
NOTARY PUBLIC, State of Florida  
Print Name: Tara Valle



(Reserved for Clerk of Court)

**CONSENT OF MORTGAGEE**

THIS CONSENT is given as of the \_\_\_\_ day of \_\_\_\_\_, 2019, on behalf of Seacoast National Bank (Mortgagee"), being the owner and holder of (i) the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing recorded in Official Records Book 5236, Page 223, (ii) the Comprehensive Collateral Assignment recorded in Official Records Book 5236, Page 245, and (iii) the State of Florida Uniform Commercial Code Financing Statement recorded in Official Records Book 5236, Page 252, all of the Public Records of Osceola County, Florida (collectively, the "Mortgage") on all or portions of the Added Property (as defined in the foregoing First Amendment to Declaration of Club Covenants for Rolling Oaks Club).

WHEREAS, Mortgagee has been requested to consent to the recording of the First Amendment to Declaration of Club Covenants for Rolling Oaks Club (the "Amendment").

NOW, THEREFORE, Mortgagee consents to the terms, conditions, easements and provisions of the Amendment and the recordation thereof and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration of Club Covenants for Rolling Oaks Club and the Amendment.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Club (as defined in the Declaration of Club Covenants for Rolling Oaks Club, as amended and/or supplemented the "Declaration"), and does not assume and shall not be responsible for any of the obligations or liabilities of the Declarant contained in the Declaration or in any other documents issued in connection with the promotion of Club. None of the representations contained in such documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Except only as expressly provided herein, this consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Witnessed by:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Seacoast National Bank

By: \_\_\_\_\_

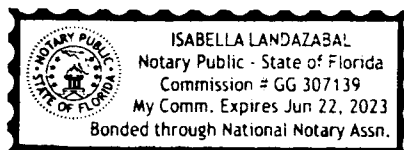
Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Florida )

COUNTY OF Broward ) SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 2019, by Lajuan Messer as SVP of Seacoast National Bank on behalf of said bank. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Isabella Landazabal  
Name: Isabella Landazabal

Notary Public, State of Florida

(Reserved for Clerk of Court)

My Commission Expires: 6/22/2023

Commission No. 66307139

COPY

(Reserved for Clerk of Court)

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF ADDED PROPERTY**

All of ROLLING OAKS PHASE 6 as recorded in Plat Book 27, Pages 139 through 147 of the Public Records of Osceola County, Florida, located within the overall Plat of Rolling Oaks recorded in Plat Book 26, Pages 116 through 125 of the Public Records of Osceola County, Florida.

COPY