



Addendum to Purchase and Sales Agreement

This Addendum to Purchase and Sale Agreement (“Addendum”) dated _____, 20__, between _____ (“Seller”) and _____ and _____ (“Buyers”) **shall become part of the warranty deed and provides:**

Pursuant to the Agreement, Seller has agreed to sell and Buyers have agreed to purchase Lot ___ in the _____ neighborhood, Phase ___ of Eagle Landing at Oakleaf Plantation, Clay County, Florida (“Lot”). As a material inducement to Seller to enter into and perform the Agreement, Buyers covenant that commensurate with acquisition of the Lot and for so long as Buyers are the owner thereof, Buyers will acquire and maintain in good standing a Resident Social Membership in the Eagle Landing Golf Club (the “Club”), or such other membership as may be later required, in accordance with the provisions of that certain Covenants for Club Membership and Charges dated February 8, 2010, and recorded in the Official Records of Clay County, Florida in Book 3180 at Page 1852 – 1881; Amended & Restated Covenant for Membership & Club Charges recorded Nov 13, 2018, Book 4141 Page 1827 (the “Covenant”); and First Amendment to Amended & Restated Covenant for Membership & Club Charges recorded Dec 10, 2019, Book 4259, Pages 1-7 as same may be amended, modified or supplemented from time to time, and to be bound by the foregoing instrument with the same force and effect had Seller joined in such instrument to extend the burden thereof to the Lot.

Without limiting the generality of the foregoing, Buyers acknowledge and agree that (i) Eagle Golf Course Corporation, which owns and operates the Club, as well as its successors and assigns as owner thereof (the “Club Owner”), are intended to be third-party beneficiaries of the foregoing Covenant, (ii) by acquisition of a lot, Buyers further acknowledge and agree that the Club Owner, and its successors and assigns, shall have the right to enforce the terms of the Covenant and any other document referenced therein against Buyers and shall be entitled to any and all remedies at law or in equity, including but not limited to those remedies enumerated in the Covenant, as same may be amended, modified or supplemented from time to time, (iii) such Covenant shall run with the land, and be binding upon Buyers, their successors and assigns in title to the Lot, and (iv) such Covenant shall be set forth in the deed conveying the Lot from Seller to Buyers delivered by Seller at closing under the Agreement.

WITNESS the following signatures as of the year and date first above written.

Buyer Date

Buyer Date

Seller Date