



# The Boca Raton Club

SINCE 1926

## MEMBERSHIP DEPOSIT PLAN

As of August 5, 2021

# THE BOCA RATON CLUB

## MEMBERSHIP PLAN OVERVIEW

### MEMBERSHIP OPPORTUNITY

This Refundable Membership Plan dated August 2021 (hereinafter referred to as "this Membership Plan") describes the membership opportunities in The Boca Raton Club (the "Club"). The Club, located in Boca Raton, Florida since 1926, shares certain facilities with The Boca Raton, a luxury resort (the "Resort"), including golf, tennis, spa, beach, cabana, swimming, fitness, marina, dining and social facilities (the "Club Facilities").

The privileges of memberships for which a Membership Deposit or Repayable Membership Fee ("Refundable Membership") was paid, specifically including all memberships issued prior to January 1, 1998 are described in this Refundable Membership Plan, as it may be amended and restated from time to time. The privileges of memberships for which a non-refundable (or Non-Repayable) "Membership Fee" was paid are described in the Non-Refundable Membership Plan dated August 2021, as amended and restated from time to time.

### MEMBERSHIP CATEGORIES

The Club is offering one category of membership to be referred to herein as "Memberships" upon payment of either a Membership Deposit or Repayable Membership Fee and payment of the applicable dues as described further herein. The use privileges associated with each category of membership are more fully described in this Membership Plan.

### MEMBERSHIP BENEFITS

In addition to access to exceptional Club Facilities and an extensive array of programs and activities for members and their families, membership in the Club offers attractive benefits. A brief description of some of these current benefits follows and they are described in greater detail in this Membership Plan:

- **Immediate Family Privileges.** A member's immediate family, including his or her spouse and their unmarried children, under the age of 26 who are living at home, attending school on a full-time basis or in the military are entitled to membership privileges if the member pays the family level of membership dues.
- **Preferred Pricing.** Members are entitled to receive discounts as published in the Schedule of Dues, Fees and Charges, which may be modified from time to time by the Club.
- **Personalized Member Services.** The Club Member Relations Office is available for members to arrange for a variety of personal and business services.

- **Members Only Website and App.** Members receive a username and password to access the members only link on the Club's website located at [www.thebocaratonclub.com](http://www.thebocaratonclub.com). In addition to a member newsletter, the members only website is used as a resource of information that provides members with access to important up to date club information including upcoming events and activities, staff profiles, facility photos and descriptions, tournament results, club event photos for downloading and much more. The Club may develop and publish a Mobile App.
- **Lessee Privileges.** Lessees of a member's residence in the Community may enjoy membership privileges in the Club if approved by the Club. The "Community" consists of residences in Palm Beach County or Broward County, Florida and such other areas that may be designated by the Club from time to time.

## **CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS**

Every person who desires to obtain a membership should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

## **RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PLAN AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THIS MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT AND OTHER PRINTED MATERIALS, THIS MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT SHALL GOVERN.**

## **MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES**

**MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB.**

**NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.**

## **MEMBERSHIP PROCEDURE**

Each person who desires to become a member must deliver to the Director of Member Sales a fully completed and signed Prospective Member Information Statement. In the event the information statement is acted upon favorably, the prospective member must complete and sign the membership package, including the Membership Agreement, and

deliver it to the Director of Member Sales along with payment for the required Membership Deposit or Repayable Membership Fee and annual membership dues unless the Club allows the monthly payment of dues in its sole and absolute discretion.

#### **DIRECTOR OF MEMBER SALES AVAILABLE TO ANSWER QUESTIONS**

All inquiries regarding membership in the Club or this Membership Plan and referenced documents should be directed to the Director of Member Sales at: Club Member Sales Office, The Boca Raton Club, 501 East Camino Real, Boca Raton, Florida 33431-0825, or by calling (561) 447-3400 or by email at [membershipsalesteam@thebocaratonclub.com](mailto:membershipsalesteam@thebocaratonclub.com).

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**Amended and Restated August 2021**

## **MEMBERSHIP FEATURES AND FACILITIES**

### **INTRODUCTION**

This Membership Plan, the Rules and Regulations, and the Membership Agreement (collectively referred to hereinafter as the "Club Documents"), set forth the rights and privileges of membership in the Club. Certain members may have executed Membership Applications in the past and for those members, their Membership Applications form part of the Club Documents.

### **CLUB FACILITIES**

Members, their families and authorized guests will enjoy the Club Facilities at the Resort.

### **ADDITIONAL CLUB FACILITIES**

The Club may at any time, in its sole and absolute discretion, expand the Club Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time.

The Club may at any time, in its sole and absolute discretion, allow all members to use the additional Club Facilities, increase dues for all members or certain categories of membership to reflect usage of the additional Club Facilities, or give members the option to use the Club Facilities upon payment of an additional Membership Deposit or Repayable Membership Fee and/or additional membership dues.

### **PERSONALIZED MEMBER SERVICES**

The Club Member Relations Office is available for members to obtain information or arrange for a variety of personal and business services. Member Relations is included with a membership, but the cost of certain services used may be charged to the member.

### **PREFERRED PRICING FOR MEMBERS**

Members will receive preferred pricing discounts as published in the Club's Schedule of Dues, Fees and Charges, which may be modified from time to time by the Club. Members will be notified of specific discounts from time to time.

### **OWNERSHIP AND OPERATION OF CLUB FACILITIES**

Boca Premier Club Owner, LLC, a Delaware limited liability company (the "Club Owner"), owns the Club, Boca Owner, LLC, a Delaware limited liability company (the "Resort Owner") owns the facilities located at the Resort, and Boca Resort Management Company, LLC, a Delaware limited liability company (the "Company"), doing business as The Boca Raton Club, operates the Club Facilities.

## **MEMBERSHIP CATEGORIES AND PRIVILEGES**

### **MEMBERSHIP**

The Club is offering Memberships upon payment of a Membership Deposit or Repayable Membership Fee. Members will annually pay the membership dues unless the Club allows the monthly payment of dues in its sole and absolute discretion and may also, upon payment of additional dues, select additional privileges, such as golf, tennis, family programs, as determined by the Club. Certain memberships were issued in the past as "Non-Repayable" Memberships and are described in the separate Non-Refundable Membership Plan dated August 2021, as amended and restated from time to time. Membership privileges will be subject to this Membership Plan and the Rules and Regulations, both as amended and restated from time to time. The Club may offer certain other memberships and use privileges as described in the "Other Memberships and Use Privileges" provision in this Membership Plan.

Members may use the golf, tennis, swimming, marina, beach, cabana, fitness, pools, outdoor activity, dining and social facilities of the Club on a space available basis. Advance sign-up privileges will be set forth in the Rules and Regulations and Schedule of Operations published by the Club from time to time. Members will pay applicable daily use fees as required as well as any applicable cart fees.

### **ADD-ON PRIVILEGES**

The Club may offer members the ability to pay annual dues unless the Club allows the monthly payment of dues in its sole and absolute discretion (in addition to the membership dues) to add additional privileges in lieu of paying daily use fees. The add-on privileges offered by the Club in its sole and absolute discretion may be modified, from time to time, to accommodate changing membership needs and desires.

### **RULES AND REGULATIONS**

In order to enhance the recreational and social pleasure of members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities at any time, which are published in the Club's Rules and Regulations, Schedule of Dues, Fees and Charges and Schedule of Operations.

## **NUMBER OF MEMBERSHIPS**

### **NUMBER OF MEMBERSHIPS**

The Club may issue a number of Memberships as determined by the Club from time to time. The Club may at any time, in its sole and absolute discretion, limit the number of memberships available in any category of membership as the Club determines appropriate from time to time.



## **FAMILY AND GUEST PRIVILEGES**

### **IMMEDIATE FAMILY PRIVILEGES**

A member's immediate family will be entitled to use the Club Facilities on the same basis as the member if the member pays the family level of dues. A member's immediate family will include the member's spouse and any person the law deems is entitled to the same privileges as a spouse and their unmarried children under the age of 26 who are living at home, attending school on a full-time basis or serving in the military. If a member pays the individual level of dues, his or her immediate family members may use the Club Facilities as guests of the member, subject to the Club's Rules and Regulations and policies concerning guest usage.

### **PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER**

An unmarried member living together with another individual in the same household as a family unit on a permanent basis may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member ("Designated User"). The total number of adults who may have immediate family privileges, including the member, is limited to two adults per membership in addition to the children of the member or Designated User under the age of 26, who will have immediate family privileges. The member and the Designated User shall be individually and jointly responsible for the payment of all charges and fees incurred by the Designated User. The Club reserves the right to establish such fees and other rules and require the member and Designated User to submit such information and forms as the Club deems appropriate. Such a Designated User may be changed only once in a 12-month period.

### **GUEST PRIVILEGES**

Members may have accompanied guests use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club and the Club's guest policies. The Club may limit the number of guests and the number of times a particular guest may use the Club Facilities during each membership year. The member will be responsible for the payment of charges incurred but not paid by his or her guests including any applicable daily guest fees established by the Club from time to time. Members will also be responsible for the deportment of their guests.

### **LESSEE PRIVILEGES**

A member who leases his or her residence in the Community for a qualifying term as set by the Club from time to time, may authorize the lessee to apply for temporary membership privileges in the Club for the term of the lease, with a maximum designation of one (1) year, subject to the submission of an Application for Lessee Privileges, approval by the Director of Member Relations and payment of the required fees established by the Club from time to time. Lessees are not permitted to sponsor unaccompanied guests. During the period when a lessee is the Designated User of the membership, the lessor member will not have any membership privileges including the

right to sponsor guests or resign the membership but will continue to be obligated to pay dues with respect to the membership. The member will be responsible for the deportment of the lessee and for all charges incurred by the lessee which are not paid within the customary billing and collection procedures of the Club.

## **OFFERING OF MEMBERSHIPS**

### **OFFERING OF MEMBERSHIPS**

Memberships will be offered to persons as the Club determines appropriate from time to time.

### **MULTIPLE OWNERS OF PROPERTY**

In the event a residence is owned by more than one person (other than spouses), each owner is eligible to apply for a membership separately. However, only one of these memberships will have transferability and the Club must be notified in writing which membership will be transferable to the subsequent purchaser of the residence. Each additional owner of the property must acquire a membership in order to use the Club Facilities. Multiple owners (other than spouses) may not share a membership.

### **MEMBERSHIP HELD IN NAME OF LEGAL ENTITY**

For the convenience of members, a membership may be held in the name of a limited liability company, corporation, partnership, trust or other form of multiple ownership (collectively, the "entity"). The membership will be issued in the name of the entity. The entity must designate one individual who will have the right to use the Club Facilities ("Designated User"). The entity may change the Designated User once, upon payment of the administrative fee charged by the Club. The Designated User must submit a Prospective Member Information Statement and will be subject to the approval of the Club. Such approval will be in the Club's sole and absolute discretion. The Designated User must be a bona fide director, officer, partner, shareholder or employee of the entity, or a beneficiary, trustee or settlor of the entity if the membership is held in the name of a trust, and must pay the required dues, fees and charges. No person other than the Designated User and his or her immediate family if the family level of dues is chosen, will be entitled to simultaneously use the Club Facilities, except as a guest. The Club reserves the right to establish from time to time the rules governing the designation of an individual as the Designated User of a membership. Memberships previously transferred to an adult child, parent or spouse may not be transferred to an entity. The entity and all Designated Users are jointly and severally liable for all amounts incurred with respect to the membership, whenever incurred. Any repayment of the Membership Deposit or Repayable Membership Fee will be made to the entity.

## **MEMBERSHIP DEPOSIT OR REPAYABLE MEMBERSHIP FEE**

### **MEMBERSHIP DEPOSIT OR REPAYABLE MEMBERSHIP FEE REQUIRED TO ACQUIRE MEMBERSHIP**

Each person who desires to acquire a membership will be required to pay a Membership Deposit or Repayable Membership Fee determined by the Club from time to time in its sole and absolute discretion. The Membership Deposit or Repayable Membership Fee allows the individuals and entities approved for membership to qualify for membership and maintain good standing thereof. The Membership Deposit or Repayable Membership Fee does not entitle such individuals and entities to use the recreational facilities of the Club. Membership does not automatically convey free use of the facilities since the member is charged dues and fees for specific activities.

Membership Deposits and Repayable Membership Fees are not transferable, except as specifically provided in this Membership Plan. The Membership Deposit or Repayable Membership Fee will be refunded or repayable in the manner set forth in the Membership Application for those members who joined before August 2021 or Membership Agreement for those members who joined in or after August 2021. The Membership Application or Membership Agreement evidences the obligation of the Club to refund or repay the Membership Deposit in full, without interest, thirty (30) years from the date of issuance by the Club to the original member (or earlier, as specifically provided in this Membership Plan). All Membership Deposits and Repayable Membership Fees shall be the property of the Company and may be used in any manner whatsoever in its sole and absolute discretion. A member shall not be entitled a refund or repayment of any portion of the Membership Deposit or Repayable Membership Fee paid for the membership, whether after resignation, death, or otherwise, except as specifically set forth herein.

### **RETURN OF MEMBERSHIP DEPOSIT**

The Membership Deposit will be repayable by the Club thirty (30) years after the date the membership is issued by the Club, or earlier if one of the following events occurs before the end of this 30-year period: (i) death of the original member or his or her spouse and the survivor desires to terminate membership privileges, (ii) death of both the original member and the member's spouse and the surviving children elect not to designate one adult child as the successor member, (iii) death of qualified transferee (other than the surviving spouse of the original member), (iv) sale, conveyance or other transfer of all or substantially all of the Club Facilities and the buyer elects to terminate the Premier Membership Program, in the buyer's sole and absolute discretion, (v) discontinuance of operation of all or substantially all of the Club Facilities, or (vi) resignation by the member and resale of the membership to a new member as provided in the sections entitled "Transfer of Memberships" and "Reissuance of Memberships" and "Resignation of Memberships." Upon the occurrence of an event described in subsections (i), (iv) and (v) the Membership Deposit, including any credit received, without interest, will be returned within thirty (30) days of receipt of written notice of such an event. The membership will terminate upon such repayment except in the event

of repayment due to expiration of the 30 year term and the member's Membership Application does not provide for termination in that event. All amounts due to the Club which remain unpaid on the date of repayment of the Membership Deposit will be deducted from the Membership Deposit. Upon the resignation by the member, as set forth in subsection (vi) above, the Membership Deposit, including any credit received, without interest, will be returned when the membership has been reissued by the Club to a new member. The obligation to repay the Membership Deposit shall be limited solely to the Company, as applicable, and neither the Club Owner, Resort Owner nor any manager or partner or affiliate of these entities shall be obligated to repay the Membership Deposit.

From April 25, 2014 through June 15, 2014, the Club offered each member with a Membership Deposit the opportunity to receive an immediate discounted repayment of his or her Membership Deposit. Acceptance of this immediate repayment did not change membership rights except the amount and timing of repayment of the Membership Deposit and, in the case of a member whose Membership Application provides that the membership terminates upon repayment 30 years from the date of issuance, acceptance eliminated that termination possibility. If a member's Membership Application provides that the membership terminates upon repayment 30 years from the date of issuance and the member did not accept the offer, that provision remains in effect. If a member's Membership Application does not provide that the membership terminates upon repayment 30 years from the date of issuance, the member's membership does not terminate upon repayment 30 years from the date of issuance.

The Club continues to have the ability to change the terms and conditions of membership in the future and makes no representation that a member whose Application provides that membership terminates upon repayment 30 years from the date of issuance will be terminated or that the Club facilities will be available for use at the end of a 30-year term.

## **TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP**

The Club makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any Membership Deposits or Repayable Membership Fees paid to the Club. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, members should consult with their own tax advisors with respect to the tax consequences of any Membership Deposits of Repayable Membership Fees.

## **TRANSFER OF MEMBERSHIP**

## **RESIGNATION OF MEMBERSHIP**

Should a member desire to resign from the Club, the member shall be required to give written notice to the Director of Member Relations. Resignation of a membership is

irrevocable, unless otherwise determined by the Club and the member will not have use of the Club Facilities after submitting the notice of resignation.

Notwithstanding any provision to the contrary, no resignation will be effective until the total Membership Deposit or Fee is paid in full and all unpaid fees, club accounts, membership dues or other amounts owed to the Club are paid in full. Until all such amounts are paid in full, the membership will not be deemed resigned or assigned a position on the waiting list for resale and will not be eligible for any type of transfer or repayment of the Membership Deposit or Repayable Membership Fee. Member Relations will review each resignation request and, if accepted, will send a written acceptance notifying the member of the effective date of resignation/membership termination.

### **TRANSFER OF MEMBERSHIP GENERALLY**

A member may not transfer or sell his or her membership to any person or entity. However, a member may resign his or her membership and arrange for the Club to reissue the membership to the subsequent purchaser or transferee of his or her residence in the Community as set forth herein. All memberships to be transferred must be in good standing and are subject to approval by the Club. Certain homebuilders may be permitted to transfer a membership to the retail buyer of a home in accordance with the provisions of a written agreement with the Club.

### **TRANSFER UPON SALE OF RESIDENCE**

A member who resigns from the Club upon the sale or transfer of his or her residence in the Community may arrange for the Club to reissue his or her membership to the subsequent purchaser or transferee of his or her residence regardless of whether there is any person waiting for a membership on any waiting list. The subsequent purchaser or transferee desiring the resigned membership will be required to submit a Prospective Member Information Statement to the Director of Member Relations, subject to the approval of the Club and will be required to pay the Membership Deposit or Repayable Membership Fee that is then in effect. The subsequent purchaser must acquire the membership within 10 days of the real estate closing in order for the membership to be reissued to him or her in accordance with this provision.

### **TRANSFER DURING MEMBER'S LIFETIME**

A member can request the one-time transfer of his or her membership to an adult child or parent or grandchild or the adult child or parent or grandchild of the member's spouse who is approved for membership in the Club. The transfer of the membership to an adult child or parent or grandchild shall not be subject to any waiting lists or payment of any additional Membership Deposit or Repayable Membership Fee.

### **TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER**

Upon the death of a member, the membership will be transferred to the member's surviving spouse without the payment of any additional Membership Deposit or

Repayable Membership Fee. If there is no surviving spouse or the surviving spouse does not desire to continue the membership, the membership will be deemed to have been resigned unless transferred to an adult child or parent or grandchild as provided above. In the event of the death of the spouse of the original member, the member may within ninety (90) days of the spouse's death, elect to have the membership terminated. The membership may be transferred one-time to a parent, adult child or grandchild of either the original member or the original member's spouse who is approved for membership in the Club without the payment of any additional Membership Deposit or Repayable Membership Fee.

## **REISSUANCE OF MEMBERSHIPS**

In the event a Refundable Member resigns from the Club and the membership is not being transferred to the purchaser of the member's residence in the Community or to the member's child or parent or grandchild, the resigned Membership will be offered for resale, on the basis of first-resigned, first-resold. As long as the Club has Memberships available for initial sale, every fifth Membership issued by the Club (excluding those issued in accordance with the Transfer provisions above) will be considered a resigned Membership, if a resigned Membership is available for resale at such time. If the Club no longer has Memberships available for initial sale, Memberships will be resold on the basis of first-resigned, first-resold. The new purchaser of the Membership must be approved for membership by the Club and must pay the then-current Membership Deposit or Repayable Membership Fee. Corporate Memberships issued after 1997 are resold outside of this process.

## **LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or separation of spouses having membership privileges, the membership, including all of its rights and benefits, will vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. The Club reserves the right, in its sole and absolute discretion, not to transfer the membership to either spouse if the Club, in its sole and absolute discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the membership within six months after the date of the divorce decree, the membership shall automatically be deemed resigned.

In the case of disputes between separated or divorced spouses, or involving the heirs of deceased members, or in disputes over the ownership of memberships, the Club may (but will not be required to) at any time suspend all the privileges associated with the membership in question until such disputes are resolved and the Club receives evidence satisfactory to it of the resolution of such disputes. During the dispute, all dues and charges must continue to be paid and failure to pay all dues and charges may result in termination of the membership. In the event the distribution of proceeds is in dispute,

the Club may deduct from any repayment any attorney fees or other costs incurred in determining the proper payee specifically including any costs to interplead the funds with the court.

## **DUES AND CHARGES**

### **DUES, FEES AND CHARGES**

The Club will determine the amount of dues, fees and charges to be payable by members each year. Dues shall be payable on an annual basis on or before the first day of each membership year, but the Club reserves the right to allow monthly payment of dues in its sole and absolute discretion. There are currently two categories of membership dues: family and individual. Family dues are payable by married members or those with a registered Designated User or unmarried children under the age of 26 who are living at home, attending school on a full-time basis or in the military. Individual dues are available to unmarried members who do not have a Designated User or children eligible for use privileges. Additional membership add-ons, such as golf, may be available for individual adults, member and spouse, their children and registered Designated Users.

The current dues, fees and charges for use of the Club Facilities are indicated on the Club's Schedule of Dues, Fees and Charges, as published from time to time on the Club's members only website. Dues and fees are not prorated or refundable.

The Schedule of Dues, Fees and Charges will set forth the dues, fees and charges as established, from time to time, by the Club in its sole and absolute discretion. Payment of dues by members is a continuing obligation of membership. Such obligation shall not be suspended due to the closure of any or all of the Club Facilities which result from the following: acts of God, natural disasters, pandemics, pestilence, weather, fires, the need to replace turf and landscaping on the Club property due to disease or other unanticipated cause, requirements imposed by governmental authorities and any events beyond the reasonable control of the Club. Each member and all users will be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership and will be legally and financially responsible for his or her acts or omissions as well as those of his or her immediate family, Designated Users, guests, lessees and any other person using the Club through his or her membership.

### **NO ASSESSMENTS AGAINST MEMBERS**

Members will only pay membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Company will pay all operating deficits incurred in the operation of the Club Facilities and will retain any operating profits resulting from operation of the Club Facilities.

## **MEMBERSHIP YEAR**

The Club's membership year will constitute the 12-month period commencing October 1 and ending September 30, unless otherwise established by the Club from time to time.

## **ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

### **MEMBERS' ACKNOWLEDGMENT**

Membership in the Club permits the member to use the Club Facilities in accordance with the Club Documents. Membership in the Club is not an investment in the Club Owner, the Resort Owner, the Company or the Club Facilities and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Club Documents, as the same may be amended and restated from time to time. All rights and privileges of members under the Club Documents, including, but not limited to any rights to refunds or rebates of dues or fees, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time and to any rights and remedies of any lender under any documents evidencing any mortgage or mezzanine loans, into which the Company, the Club Owner or any of their affiliates have entered.

The Club reserves the right, in its sole and absolute discretion, to reserve memberships for future purchasers of property in communities designated by the Club from time to time, to terminate or modify the Club Documents, to sell, lease, renovate or remodel or otherwise dispose of the Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any or all types, categories or classes of membership, to recall any membership at any time for any or no reason whatsoever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a member-owned club and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members.

In the event that the operation of all or substantially all of the Club Facilities is permanently discontinued, the Membership Fees paid by members will be returned less any amounts owed to the Club. Temporary discontinuation due to acts of God, natural disasters, pandemics, pestilence, weather, fires, the need to replace turf and landscaping on the Club property due to disease or other unanticipated cause, requirements imposed by governmental authorities or any events beyond the reasonable control of the Club will not result in a return of any amounts paid. In the event of a sale, conveyance or other transfer of all or substantially all of the Club Facilities, other than a foreclosure sale or conveyance in lieu of foreclosure, and the buyer elects not to terminate the Membership Plan, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan. If the Club elects to terminate the Membership Plan or terminate any or all types, categories or classes of membership, the Membership Deposit



or Repayable Membership Fee paid, less any amounts owed to the Club, will be paid to the terminated Refundable Member.

If the Club elects to recall Club memberships, such memberships will be terminated at the end of the then current membership year and each terminated member will receive his or her Membership Deposit or Repayable Membership Fee, without interest and less any amounts owed to the Club. In no event shall Resort Annual Members (which are certain members joining prior to the issuance of Memberships) be entitled to a repayment of all or any portion of their initiation fee. Where this Membership Plan refers to the Club taking action or having certain rights, the Company or its designees shall take such action and have such rights.

## **NO PLEDGE OF MEMBERSHIPS**

A member may not pledge or hypothecate the membership except to the extent the lien or security interest is incurred as a result of obtaining the membership privileges.

## **MEMBERSHIP AGREEMENT**

### **APPLICATION PROCEDURE**

Each person who desires to become a member must deliver to the Director of Member Sales a fully completed and signed Prospective Member Information Statement. Eligibility for membership is subject to availability.

### **REVIEW OF MEMBERSHIP AGREEMENT**

All applicants desiring a membership must be approved by the Club in its sole and absolute discretion. The Club may require an interview with the Director of Member Sales, and/or other designees of the Club. After receiving the Prospective Member Information Statement, the Club will determine whether the applicant has satisfied the relevant conditions of membership. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, pregnancy, national origin, age above the age of 21, handicap or marital status. In the event the information statement is acted upon favorably, the prospective member must complete and sign the membership package, including the Membership Agreement, and deliver to the Director of Member Sales along with payment for the required Membership Deposit or Repayable Membership Fee and annual membership dues unless the Club allows the monthly payment of dues in its sole and absolute discretion.

### **RIGHTS GOVERNED BY MEMBERSHIP PLAN**

The members of the Club agree to be bound by the terms and conditions of this Membership Plan and the Rules and Regulations of the Club, as amended and restated from time to time, and irrevocably agree to fully substitute the membership privileges acquired pursuant to this Membership Plan and Rules and Regulations for any present or prior rights in or use of the Club Facilities. All privileges and rights of membership

and use of the Club Facilities shall be limited as set forth in this Membership Plan and the Club Rules and Regulations, as amended and restated from time to time, and the Membership Agreement. Certain members may have executed Membership Applications in the past and for those members, their Membership Applications form part of the Club Documents. These documents supersede oral representations or opinions made or expressed by any individual.

## **OTHER MEMBERSHIPS AND USE PRIVILEGES**

### **HONORARY MEMBERSHIPS**

The Club may issue a limited number of Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time. These Honorary Memberships will be in addition to all other memberships and will be available on such terms and conditions and afford such privileges as the Club determines.

### **CORPORATE MEMBERSHIPS**

The Club has issued Corporate Memberships in the past and reserves the right to issue in the future on such terms and conditions and affording such privileges as the Club determines.

### **RESORT ANNUAL MEMBERS**

Prior to 1991, the Club offered Resort Annual Memberships upon payment of an initiation fee. Resort Annual Members whose memberships have been renewed since 1991 have the same sign-up and membership use privileges as Members. Resort Annual Memberships are non-transferable and the initiation fees are not repayable. Resort Annual Memberships are renewable by the Club on an annual basis.

### **OTHER MEMBERSHIPS**

The Club will have the right to issue, from time to time, additional annual or seasonal memberships in its sole and absolute discretion.

### **RESORT GUESTS**

The Company will permit guests of the Resort (referred to herein as "Resort Guests") to use the facilities located at the Resort on such terms and conditions and upon payment of such fees as it determines appropriate from time to time. The Resort reserves the right to reserve use of the facilities located at the Resort for Resort Guests from time to time in its sole and absolute discretion. Tee times will be allocated to Resort Guests from time to time in the Resort's sole and absolute discretion.

### **RECIPROCAL PRIVILEGES**

The Club may at any time, in its sole and absolute discretion, enter into reciprocal use privileges and access agreements with other clubs and resorts, as the Club determines

appropriate from time to time.

## **PROMOTIONAL USE OF CLUB**

The Club will have the right to designate other persons who will not count toward any applicable membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club will also have the right to permit prospective members and purchasers of residences in the Community to use the Club Facilities on such terms and conditions as may be determined from time to time by the Club. The Club reserves the right at any time, in its sole and absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play, outings and other special events from time to time.

## **CLUB OPERATIONS**

### **MANAGEMENT AND OPERATION**

The Club Owner owns the Club, the Resort Owner owns the facilities located at the Resort, and the Company or its agents will manage and operate the Club Facilities. As a result, the Company is solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations, interpret the Club Documents and control the management and affairs of the Club Facilities and the Club. The Club reserves the right to engage a professional management company as its agent to operate the Club Facilities.

### **ADVISORY COMMITTEE**

The Club has established an Advisory Committee comprised of Club personnel and Club members whose purpose includes fostering good relations between the members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. The Company shall appoint the members of the Advisory Committee for such terms as determined by the Company and may remove any member of the Advisory Committee at any time in its sole and absolute discretion. The management of the Club shall meet with the Advisory Committee on a periodic basis to discuss the operation of the Club Facilities. The Advisory Committee shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the members of the Club.

## **GENERAL PROVISIONS**

### **PROTECTION OF MEMBERSHIP PRIVILEGES**

In the event that the Club Owner ever sells the Club, it will disclose the existence of the Club Documents to the purchaser and will require the purchaser to acquire title to the Club Facilities subject to the terms and conditions of the Club Documents, as amended and restated from time to time.