

**REMINGTON OF MONTROSE GOLF CLUB**

dba

**THE BRIDGES**

2500 BRIDGES DRIVE

MONTROSE, CO 81401

(970) 252-1119



**MEMBERSHIP PLAN**

~ AMENDED & RESTATED ~

**Revised March 2017**

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## **MEMBERSHIP PLAN OVERVIEW**

### **MISSION STATEMENT**

It is our desire and intent to provide members, their family and guests a premier golf club experience and environment at The Bridges. Practices and policies will be established by the Club which are designed to promote a quality golf club experience for all members, and superior club and golf course operations.

### **MEMBERSHIP OPPORTUNITY**

This Membership Plan describes the membership opportunities at The Bridges (the “Golf Club” or the “Club”). The Club is located in *The Bridges PD* residential community, Montrose, Colorado (the “Community”) featuring exceptional golf and social facilities.

### **MEMBERSHIP CATEGORIES**

The Club offers Full Memberships and Social Memberships. Memberships will be limited to 400 Full Memberships and 300 Social Memberships, subject to the right of The Club to increase or reduce the number of memberships in any category. Full Memberships and Social Memberships will also be classified as Resident Memberships or Non-Resident Membership as more fully described in this Membership Plan. The Club may issue a limited number of Company/Corporate, Lifetime Honorary and Honorary Memberships upon such terms and conditions as The Club deems appropriate. The use privileges associated with each category of membership are more fully described in this Membership Plan.

### **SPECIAL MEMBERSHIP BENEFITS**

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

- **Immediate Family Privileges.** A member, his or her spouse and their unmarried children, under the age of 22 who are living at home, attending school on a full-time basis or in the military are entitled to membership privileges without having to pay additional membership dues.
- **Extended Family Privileges.** The parents, children who do not fall within the definition of immediate family, grandparents, grandchildren and great-grandchildren of the member and spouse and the spouses of such family members are also entitled to use the Club Facilities upon payment of preferred fees. The extended family of Full Members will have the additional benefit of paying guest greens fees for golf.
- **Membership Held by a Legal Entity.** A membership may be held in the name of a corporation, partnership, trust or other form of legal entity. A legal entity owning a membership must designate one individual who will have the right to use the membership. The designated user must be a bona fide director, officer, partner, shareholder, member or employee of the entity, or a beneficiary, trustee, or settler if the membership is held by a trust. The designated user and the legal entity shall be jointly and severally liability to pay all dues, fees, and charges. All designated users must be approved in advance by The Club and shall be subject to the terms of the Rules and Regulations, the Membership Agreement and this document.
- **Transferability of Memberships.** Under the Declaration of Covenants applicable to the Community, a membership is not automatically transferable upon sale of a home or lot within the Community and is not assignable to any other person, except as expressly authorized by the Club. Provided that payment of a Transfer Fee is made, and subject to the prior approval of The Club, memberships may be transferable through the Club to the subsequent purchaser of a member’s residence or homesite in the Community. Non-Resident memberships are non-transferable.

- **Inheritability.** Upon the death of a member, the membership may be transferred to his or her spouse.
- **Lessee Privileges.** Long-term lessees of a member's residence in the Community may enjoy membership privileges in The Club upon application and approval of The Club.

### **CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS**

Every person who obtains a membership, or owns or purchases a residence or homesite within the Community 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 THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT AND OTHER PRINTED MATERIALS, THE 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.

### **APPLICATION PROCEDURE**

Each person must mail or deliver to the Club's General or Membership Manager a fully completed and signed Membership Agreement, along with a check or credit card authorization for the required initiation fee. In the event the agreement is not acted upon favorably, the fee will be fully refunded, without interest.

### **MEMBERSHIP MANAGER AVAILABLE TO ANSWER QUESTIONS**

All inquiries regarding membership in The Club or this Membership Plan and referenced documents should be directed to the General or Membership Manager at: 2500 Bridges Drive or by calling 970-252-1119. You may also visit the Membership Office, conveniently located at 2500 Bridges Drive, Montrose, Colorado 81401. No appointment is necessary.

## **MEMBERSHIP FEATURES AND FACILITIES**

### **INTRODUCTION**

This Membership Plan, the Rules and Regulations and the Membership Agreement, set forth the rights and privileges of membership in The Club.

### **CLUB FACILITIES**

Members, their families and guests will enjoy the following exceptional Club Facilities:

- 18-hole, par 71, Nicklaus Design golf course designed around 11 lakes and water features and 63 sand and beach bunkers;
- Distinct and elegant 23,500 square foot Clubhouse with fireplace, fireside room, restaurant, banquet room for large events and board room space for meetings;
- Lodging suites with coffee service and small refrigerator;
- Full service Pro Shop;
- Men's and ladies locker rooms and fitness center.

### **ADDITIONAL CLUB FACILITIES**

The Club may, in its sole discretion, expand the Club Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. If additional facilities are added to the Club Facilities or the Club Facilities are expanded, the number of memberships issued in the Club may be increased.

The Club may, in its discretion, allow all members to use the additional Club Facilities, increase dues for all members or certain categories of membership to pay the additional costs associated with the additional Club Facilities, or give members the option to use the Club facilities upon payment of an additional membership deposit and/or additional membership dues.

### **MANAGEMENT AND OPERATION OF CLUB FACILITIES**

Remington of Montrose Golf Club, LLC, d/b/a The Bridges, a Colorado limited liability company (the "Company"), manages and operates The Club Facilities. 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.

## **MEMBERSHIP CATEGORIES AND PRIVILEGES**

### **CATEGORIES OF MEMBERSHIP**

The Club is offering a limited number of Full Memberships (400) and Social Memberships (300). Full and Social Memberships will also be classified as Resident Memberships or Non-Resident Memberships. Resident Members must own property in the Community ("Resident Members"). Non-Resident Members, those who do not own property in the Community, will be required to pay a premium over and above the regular initiation fee and membership dues associated with a Full Membership and may also be subject to certain restrictions or limitations on their Membership as may be imposed by The Club.

Each owner of property in the Community is required to be at least a Social member of the Club. The Club may issue a limited number of Company and Honorary Memberships as it deems appropriate which will not count toward any membership limit. The Club reserves the right to add additional Club Facilities in the future and add additional memberships or membership categories in its discretion.

The Club's membership year will be a twelve month period, commencing on the date the member joins and going forward 12 months, unless otherwise established by The Club from time to time.

**FULL MEMBERSHIP**

Each person who acquires a Full Membership will be entitled to use all of the golf, fitness and social facilities of the Club. Full Members will not be required to pay green fees for use of the golf facilities, but will be required to pay golf cart fees. Full Members will be entitled to reserve golf starting times fourteen days in advance.

**SOCIAL MEMBERSHIP**

Each person who acquires a Social Membership will be entitled to use all of the fitness and social facilities of the Club. Social Members may reserve four golf tee times per membership year, with a ten day sign-up privilege, upon payment of a guest green fee and the golf cart fee. Social Members may play additional rounds of golf on the same basis and at the same rate as the general public. The Club may modify the golf privileges for Social Members on an annual basis.

**RULES AND POLICIES**

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.

**UPGRADE OF MEMBERSHIP**

Members may upgrade to a higher category of membership if the higher category of membership is then available and not reserved. In order to upgrade, the member shall pay to the Club the difference between the initiation fee then charged for the higher category of membership and the initiation fee previously paid by the member for the lower category of membership. If a transferee of a membership wishes to upgrade to a higher category of membership, and said category is available and not reserved, the transferee shall pay to the club the Transfer Fee applicable to a transfer of the original membership and pay the initiation fee then charged for the higher category of membership.

**DOWNGRADE OF MEMBERSHIP**

Downgrades of membership will be permitted. Although resident members must maintain at least a Social Membership, they will be permitted to downgrade from a Full Golf Membership to a Social Membership (providing a Full Golf Membership is available and vice-versa). A surviving spouse of a Full Golf Member who is not a golfer will be allowed to downgrade to a Social Membership. Non-resident members who downgrade to a Social Membership and later choose to become a Full Golf Member will be required to pay the full initiation fee on application of the Full Golf Membership.

**NUMBER OF MEMBERSHIPS**

**LIMIT ON NUMBER OF MEMBERSHIPS**

The maximum number of memberships permitted in each category will be as follows:

<u>Membership Category</u>	<u>Number of Memberships</u>
Full Membership	400
Social Membership	300

The Club may, in its sole discretion, further 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**

The holder of a Full Family membership will be allowed to have the member's immediate family entitled to use the Club Facilities on the same basis as the member. The holder of a Full Individual membership will be allowed to have the member's immediate family entitled to use the Club Facilities with the exception of golf course facilities on the same basis as the member. A member's immediate family will include the member's spouse and children under the age of 18. A member's immediate family shall also include the member's children under the age of 22 who are living at home, attending school on a fulltime basis or serving in the military.

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

A member living together with another individual in the same household as a family unit may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member. The total number of adults who may have immediate family privileges is limited to two adults per membership. The member and the designated user shall be individually and jointly responsible for the payment of all charges/fees incurred by the designated user. The Club reserves the right to establish such fees and/or rules it deems appropriate.

### **EXTENDED FAMILY PRIVILEGES**

A member's extended family will be permitted to use the Club Facilities in accordance with the member's category of membership upon the payment of fees determined by the Club from time to time. The extended family shall include the parents, children who do not fall within the definition of immediate family, grandparents, grandchildren and great-grandchildren of the member; and spouse and spouses of such family members. The Club may modify or terminate this privilege and establish such rules with respect thereto as it may determine from time to time.

### **GUEST PRIVILEGES**

Members may have accompanied guests use the Club Facilities in accordance with 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 unpaid charges incurred 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 department of their guests.

### **LESSEE PRIVILEGES**

A member who, by written lease, leases his or her residence in the Community, or in such other communities as may be designated by the Company from time to time, for a period of at least one year, may designate the lessee of his or her residence as the beneficial user of the membership, subject to the approval of The Club. The lessee must submit an Application of Lessee Privileges, must be approved by The Club and must pay the required administrative fee established by The Club from time to time. During the period when a lessee is the designated user of the membership, the lessor member will not have any membership privileges but will continue to be obligated to pay dues with respect to the memberships. The member will be responsible for the department of the lessee. While a lessor member may restrict or deny a lessee member the ability to post charges to the member account, the lessor member shall be liable 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 initial purchasers of residences or homesties in the Community and such other persons as The Club determines appropriate from time to time.

### **INITIAL PURCHASERS OF RESIDENCES OR HOMESTIES**

Each initial purchaser of a residence or homesite in the Community must at any time on or before the closing on the residence or homesite, apply for a membership in The Club. All persons purchasing property in the Community are required to become at least a Social Member of the Club upon the closing on the residence or homesite. Membership in the Club will be mandatory for all property owners within the Community with covenants recorded against all of the real property in the Community to reflect that mandatory membership requirement. The number of Full Memberships is limited and available memberships will generally be issued on a first-come, first-served basis. Any initial purchaser who is given the opportunity to purchase a Full Membership and chooses to acquire a Social Membership instead may upgrade to a Full Membership at a later date only if one is available and not otherwise reserved by the Club, and only upon payment of the difference between the initiation fee then charged for the higher category of membership and the initiation fee previously paid by the member for the lower category of membership. OWNERSHIP OF A RESIDENCE OR HOMESITE DOES NOT GIVE ANY VESTED PROPERTY RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB FACILITIES, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES.

### **OWNERSHIP OF MULTIPLE RESIDENCES OR HOMESITES**

If a person acquires two or more residences or homesites in the Community, the purchaser must acquire at least a Social Membership for each residence or homesite. If the person does not acquire a Full Membership for each residence or homesite, the Club will not guarantee that a Full Membership will be available for the residence or homesite at a later date. Persons who acquire two or more contiguous lots with the intent to proceed to legally consolidate them into one homesite and construct only one residence need only acquire one membership for the legally consolidated property, provided that the consolidation must be completed within three (3) months after acquisition. If the homesites are not legally consolidated, the purchaser must acquire at least a Social Membership for each homesite, retroactive to the date of acquisition of the additional residence(s) or homesite(s).

Subject to prior Club approval, a person who acquires multiple homesites for sale to other consumers or an individual homesite owner may be able to reserve Full Memberships by paying a "Standby Fee" to The Club, in an amount as may be set by the Club from time to time, for each such membership. By paying such a Standby Fee, The Club will reserve such memberships for transfer to said owner's transferees. Any owner who has paid the requisite Standby Fee(s) shall be allowed to transfer said membership(s) to a purchaser without the requirement of paying a Transfer Fee or Initiation Fee as provided in this Membership Plan.

### **WAITING LIST**

If a person desires to acquire a membership in a particular category of membership and a membership is not available in that category, the Club will establish a waiting list for that particular category of membership.

## **MULTIPLE OWNERS OF PROPERTY**

In the event a residence or homesite is owned by more than one person (other than spouses), all such owners are eligible to obtain a Full Membership, if available. The additional owners of the property must acquire a Social Membership, in order to use the Club Facilities. Only one membership can be transferred through the Club to the subsequent purchaser of the residence or homesite, as provided hereafter. Therefore, there is no guarantee that the additional membership(s) once resigned, will be reissued. The Club may provide for a Shared Ownership/Fractional/Residence Club Membership at a premium rate which will allow the each owner use of The Club Facilities only when said owner is in residence at the Community.

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

For the convenience of members, an individual membership may be held in the name of a corporation, partnership, trust or other form of multiple, ownership (collectively, the "entity"). The entity must own property in the Community, must designate one individual who will have the right to use the membership. The designated individual or family may be changed one time per membership year, and the entity may change the designated user to the designated user's spouse upon the death of the designated user, subject to approval of the spouse as a designated user. The designated user must submit a Membership Agreement and will be subject to the approval of the Club. The designated user must be a bona fide director, officer, partner, shareholder or employee of the entity, or a beneficiary, trustee or settler 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 will be entitled to simultaneously use the membership.

## **MEMBERSHIP INITIATION FEE**

### **MEMBERSHIP INITIATION FEE REQUIRED TO ACQUIRE MEMBERSHIP**

Each person who desires to acquire a membership will be required to pay a non-refundable initiation fee determined by the Club from time to time. Initiation Fees are not transferable, except as specifically provided in this Membership Plan, the Rules and Regulations of The Club and the Membership Agreement.

### **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 initiation fee 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 initiation fee or dues payments.

## **TRANSFER OF MEMBERSHIP**

### **TRANSFER OF MEMBERSHIP THROUGH CLUB**

A non-resident member may resign his or her membership and arrange for the Club to reissue the membership only upon prior Club approval. Should a non-resident member desire to resign from The Club, the member shall be required to give written notice to the Club. Resignation of a member is irrevocable, unless otherwise determined by the Club. Upon resignation, such member shall not be entitled to a refund of any previously paid initiation fee. A member may not transfer or sell his or her membership to any person or entity. Anything herein to the contrary notwithstanding, all property owners in the Community, who have been approved for membership, are required to be at least a Social Member in the Club. Property owner members are not permitted to resign their membership, except in the connection with the sale of their residence or homesite in the Community and only upon an approved transfer of the membership to a new owner.

### **TRANSFER UPON SALE OF RESIDENCE OR HOMESITE**

Upon the sale of his or her residence or homesite in the Community a member may arrange for the Club to reissue his or her membership to the subsequent purchaser of his or her residence or homesite in the Community regardless of whether all of the memberships in that category have been issued and regardless of whether there are any resigned memberships on the waiting list. The subsequent purchaser desiring the resigned membership will be required to submit a Membership Agreement, will be subject to the approval of the Club and will be required to pay a transfer fee and/or an initiation fee which is then in effect. The subsequent purchaser must acquire the membership on or before the real estate closing. As provided in the covenants for the Community, a membership is not automatically transferable upon sale of a residence or homesite within the Community and is not assignable to any other person, except as expressly authorized by the Club. Subject to being approved for membership in The Club, each subsequent purchaser of property in the Community must become at least a Social Member of the Club upon the closing of the property purchase.

### **TRANSFER THROUGH WAITING LIST**

A resigned membership will be placed on a waiting list and will be reissued on a first-resigned, first-reissued basis as follows, unless the member arranges for the subsequent purchaser of his or her residence or homesite in the Community to acquire his or her membership.

After the initial sale of all memberships within a membership category, all memberships sold in that category will be a resigned membership from the waiting list.

Notwithstanding the foregoing, a member who owns a residence or homesite in the Community may not resign the membership without a sale of the residence or homesite.

### **TRANSFER TO NEW PROPERTY WITHIN COMMUNITY**

If a Resident Member sells his or her residence or homesite within the Community, and purchases another residence or homesite within the Community, he or she may continue that membership regardless of the identity of the seller of the new residence or homesite. Additionally, the purchaser of the member's property in the Community can then acquire a Social Membership, or Full Membership if one is available, and pay the current initiation fee.

### **SALE OF RESIDENCE OR HOMESITE IN COMMUNITY**

If a Resident Member sells his or her residence or homesite in the Community, does not resign from the Club and does not acquire another residence or homesite in the Community, the Club will recall the Resident Membership and the former member may acquire a Non-Resident membership, if available.

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

Upon the death of a Resident Member, the membership will automatically transfer to the spouse, if any, provided the spouse owns the residence, without payment of any additional membership deposit. If there is no spouse or the spouse does not own the residence, the membership will be deemed resigned upon the transfer of the residence to the subsequent owner, and the membership will transferred through the Club to the subsequent owner as if the residence had been sold by the member.

### **LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or separation of spouses having membership privileges who own a residence or homesite in the Community, the membership, including all of its rights and benefits, will vest in the spouse awarded the residence or homesite by an agreement of separation or a decree of divorce; and in the case of members who do not own a residence or homesite in the Community, to 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 discretion, not to transfer the membership to either spouse if the Club, in its sole discretion, is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce of members who do not own a residence or homesite in the Community, 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.

## **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 a monthly basis on or before the first day of each month, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Club Facilities are indicated on the Schedule of Dues, Fees and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club.

### **DUES INCREASE LIMIT**

In accordance with the recorded covenants for the Community, annual increases in dues will be limited to the greater of (i) five percent per year, (ii) the percentage increase in the Consumer Price Index (as hereinafter defined), or (iii) a greater amount if an independent public accounting firm confirms that a greater increase in dues is justified based on increases in the actual costs of Club operations and maintenance after an annual audit of the Club, or (iv) the amount of the increase is approved by a two-thirds vote of the Club's advisory Board of Governors. For purposes hereof, the "Consumer Price Index" shall mean to Consumer Price Index from Urban Wage Earners and Clerical Workers, United States city average, all items(1982-84=100), or any successor thereto, as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that such Consumer Price Index (or such successor index) is not available, a reliable governmental or other non-partisan publication evaluating information used in determining the Consumer Price Index shall be used.

### **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 all operating revenues resulting from operation of the Club Facilities. Annual increases in dues shall not be deemed an assessment for purposes of the provision. The budget and the calculation of the dues may include a reserve for capital replacements and improvements and this shall not be deemed an assessment for purposes of this provision.

### **MEMBERSHIP YEAR**

The Club's membership year will constitute the twelve-month period commencing on the date of closing or joining the Club, unless otherwise established by the Club from time to time.

### **PAYMENT OF DUES BY RESIGNED MEMBER**

A Resident member shall be obligated to continue to pay dues, fees and other charges associated with the membership until the membership is reissued to the purchaser of the Resident member's lot. A resigned Non-Resident Member shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the earlier of: (i) the reissuance of the membership by the Club, or (ii) thirty days after the

Club receives written notice of the member's resignation. A resigned member shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid by the resigned member. If a member fails to pay any dues, fees and other charges, the Club may suspend the member's privileges for non-payment and may take such other remedies including but not limited to placing a lien on the member's property as set forth in the Master Declaration of Covenants, Conditions and Restrictions for The Bridges at Black Canyon.

## **ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

### **MEMBERS' ACKNOWLEDGMENT**

Membership in the Club permits the member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club is not an investment in the Company or the Club Facilities and does not give a member a vested property 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 Membership Plan and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement. All rights and privileges of members under this Membership Plan, the Rules and Regulations and the Membership Agreement, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever, to add, issue, modify or terminate any type, category or class of membership, 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 or membership or in the Club Facilities available for use by members.

### **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 mail or deliver to the Club General or Membership Manager a fully completed and signed Membership Agreement, along with a check or credit card authorization for the required membership deposit. A subsequent purchaser of property within the Community must also submit a fully completed and signed Membership Agreement along with a check or credit card authorization to the Club General or Membership Manager on or before the real estate closing. Buyer Broker information on this procedure can be accessed on The Bridges website in the Real Estate section and should be communicated to the Buyer and title company who will be conducting the closing of the property.

### **REVIEW OF MEMBERSHIP AGREEMENT**

All applicants desiring a membership must be approved by the Club. The Club may require an interview with the General or Membership Manager, and/or other designees of the Club. After receiving the Membership Agreement, the Club will determine whether the applicant has satisfied the relevant conditions of membership. In the event the Membership Agreement is not acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest.

## **RIGHTS GOVERNED BY MEMBERSHIP PLAN**

The members of the Club agree to be bound by the terms and conditions of the Membership Plan and the Rules and Regulations of the Club, as amended 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 to use of the Club Facilities.

## **OTHER MEMBERSHIPS AND USE PRIVILEGES**

### **CORPORATE / COMPANY MEMBERSHIPS**

The Club may issue Company Memberships in the Club to such persons as the Club determines appropriate from time to time. These Company Memberships will be available on such terms and conditions as the Club determines appropriate and will not count toward any membership limit. Company Members have the same privileges as Full Members and shall be subject to the same obligations. Payment of the initiation fee and dues for a Company membership will allow Company-designated persons the use of and access to the Club facilities, subject to the Golf Club Rules and Regulations. An authorized corporate or company officer shall designate a minimum of three (3) persons to utilize a Corporate Membership. For each person over the required minimum three persons designated by the Company, the Company will be charged an additional annual fee. Once said individuals are named by the corporation or company, they may be changed no more than once a year thereafter. Upon any permitted change of designation, the Club may charge a "Redesignation Fee" which shall be paid before the new individual(s) may use the Club facilities. The Club shall require reasonable proof that the designated individuals under a Corporate Membership are employees or owners of the corporation or company.

### **HONORARY MEMBERSHIPS**

The Club may issue Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time that may be recallable annually. 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.

### **OUTSIDE PLAY**

The Club may permit golf play and use of the dining facilities by members of the general public, upon payment of applicable fees. The Club may reserve tee times for non-members. Certain areas of the Club may be designated as member-only and will not be available to the public.

### **PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY**

The Club will have the right to designate other persons who will not count toward 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 and as set forth in the Master Declaration of Covenants, Conditions and Restrictions for The Bridges at Black Canyon. The Club will also have the right to permit prospective members and purchasers of residences or homesites 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, in its sole and absolute discretion, to close the golf course one day per week, and to restrict, close, or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play, outings, employee play, and other special events from time to time. Tournaments, special events and the like will be scheduled so as not to materially impair enjoyment of the Club Facilities by members.

## **CLUB OPERATIONS**

### **MANAGEMENT AND OPERATION**

The Company 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 and control the management and affairs of the Club Facilities and The Club. The Club also reserves the right to engage a professional management company to operate The Club Facilities.

### **BOARD OF GOVERNORS**

The Club may establish an advisory Board of Governors comprised of six to nine members appointed by the Club 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 management of the Club shall meet with the Board of Governors on a periodic basis to discuss the operation of the Club Facilities. The Board of Governors shall have no duty or power to negotiate or otherwise act on behalf 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.