

***THE CLUB AT LONGVIEW***

***PLAN FOR THE OFFERING OF MEMBERSHIPS***

***Amended July 2010***

# ***THE CLUB AT LONGVIEW INTRODUCTION TO MEMBERSHIP PLAN***

## ***PURPOSE OF THE CLUB***

This Plan for the Offering of Memberships and the Rules and Regulations (collectively, the “Membership Plan”) offer an opportunity to obtain membership privileges at The Club at Longview. A limited number of memberships are available at The Club at Longview that permit use of its golf, tennis, swimming, exercise and clubhouse facilities.

## ***OWNERSHIP AND USE OF THE CLUB FACILITIES***

The Club at Longview, LLC, a North Carolina limited liability company, doing business as The Club at Longview (the “Club”) is leasing the underlying land on which the recreational facilities have been constructed from PAWG Land Associates, LLC, a North Carolina limited liability company; and currently operates the recreational facilities provided at The Club at Longview.

Use of the facilities provided at The Club at Longview is available to members of the Club, the immediate family of members of the Club, guests of members, and other persons permitted by the Club from time to time.

## ***MEMBERSHIP PRIVILEGES***

The Club is currently offering four general classifications of membership known as “Golf Memberships”, “National Memberships”, “Corporate Memberships” and “Social Memberships.”

By obtaining a membership at The Club at Longview, members obtain a non-exclusive revocable license to use the facilities in accordance with their classification of membership and this Membership Plan. Members do not obtain any equity or ownership interest in the Club, PAWG Land Associates, LLC or the facilities provided at The Club at Longview and have no rights to become involved in the management or operation of the Club, PAWG Land Associates, LLC or the facilities provided at The Club at Longview.

## ***DIRECTOR OF MEMBERSHIP IS AVAILABLE TO ANSWER INQUIRIES***

Any questions concerning this Membership Plan or the membership opportunities available at The Club at Longview should be directed to the Director of Membership. The Director of Membership may be contacted at the Membership Office by calling 704-443-2561.

## ***FOLLOW THESE PROCEDURES TO MAKE APPLICATION***

Membership at The Club at Longview is by invitation only.

Persons who desire to obtain an invitation to membership at The Club at Longview must comply with all of the following requirements:

- A. Complete, sign and deliver the Application for Membership Invitation to the Director of Membership;
- B. Be sponsored by three members in good standing at The Club at Longview or a representative of the Club; and
- C. Attend a personal interview, if requested.

## **FOLLOW THESE PROCEDURES TO OBTAIN MEMBERSHIP PRIVILEGES**

Persons who have been approved by the Club and have been invited to membership must comply with all of the following requirements within five days after written notice from the Club:

- A. Complete and sign the appropriate Membership Agreement; and
- B. Deliver the completed and signed Membership Agreement and the required membership deposit or membership fee to the Director of Membership.

Every person who desires to obtain a membership should carefully read this Membership Plan and all other referenced documents, and should consider seeking professional legal and financial advice in evaluating these documents.

## **MEMBERSHIP IS MANDATORY FOR PERSONS WHO OWN A RESIDENCE OR HOMESITE IN THE LONGVIEW RESIDENTIAL COMMUNITY AND WHO ARE APPROVED FOR MEMBERSHIP**

PERSONS WHO PURCHASE A RESIDENCE OR HOMESITE IN THE LONGVIEW RESIDENTIAL COMMUNITY ARE REQUIRED TO SUBMIT AN APPLICATION FOR MEMBERSHIP INVITATION AND IF APPROVED, ARE REQUIRED TO PAY THE MEMBERSHIP DEPOSIT OR MEMBERSHIP FEE, DUES, FEES, CLUBHOUSE MINIMUMS, AND OTHER CHARGES TO THE CLUB AND ACTIVATE MEMBERSHIP PRIVILEGES AT CLOSING OF THE RESIDENTIAL PURCHASE. THE PARTICULAR CLASSIFICATION OF MEMBERSHIP WILL DEPEND UPON THE LOCATION OF THE RESIDENCE OR HOMESITE BEING PURCHASED. THE DUES, FEES, CLUBHOUSE MINIMUMS AND OTHER CHARGES ASSOCIATED WITH A MEMBERSHIP IN THE CLUB AT LONGVIEW MUST CONTINUE TO BE PAID UNTIL THE CLOSING OF THE SALE OR OTHER TRANSFER OF THEIR RESIDENCE OR HOMESITE IN THE LONGVIEW RESIDENTIAL COMMUNITY TO ANOTHER OWNER.

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

THIS MEMBERSHIP PLAN AND THE MEMBER'S MEMBERSHIP AGREEMENT DESCRIBES THE PRIVILEGES AND OBLIGATIONS OF A MEMBER AT THE CLUB AT LONGVIEW. NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMBERSHIP PLAN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. NO PERSON SHALL BE ENTITLED TO RELY UPON ANY INFORMATION OR REPRESENTATION EXCEPT AS SPECIFICALLY SET FORTH IN THIS MEMBERSHIP PLAN OR IN THE MEMBER'S FULLY COMPLETED MEMBERSHIP AGREEMENT EXECUTED BY BOTH THE MEMBER AND THE CLUB. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON.

MEMBERSHIPS AT THE CLUB AT LONGVIEW ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS OBTAINING MEMBERSHIP PRIVILEGES TO USE THE FACILITIES PROVIDED AT THE CLUB AT LONGVIEW. MEMBERS OBTAIN A NON-EXCLUSIVE REVOCABLE LICENSE TO USE CERTAIN FACILITIES PROVIDED AT THE CLUB AT LONGVIEW IN ACCORDANCE WITH THE MEMBER'S CLASSIFICATION OF MEMBERSHIP. ANY MEMBERSHIP FEE PAID TO THE CLUB FOR MEMBERSHIP SHALL NOT BE REFUNDABLE. IN NO EVENT WILL A RESIGNED MEMBER BE REPAID MORE THAN THE ACTUAL MEMBERSHIP DEPOSIT HE/SHE PREVIOUSLY PAID TO THE CLUB. THEREFORE, MEMBERSHIP PRIVILEGES SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO PERSON OBTAINING MEMBERSHIP PRIVILEGES AT THE CLUB AT LONGVIEW SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP AT THE CLUB. THIS MEMBERSHIP PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY.

**THE CLUB AT LONGVIEW  
PLAN FOR THE OFFERING OF MEMBERSHIPS**

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# ***THE CLUB AT LONGVIEW***

## ***PLAN FOR THE OFFERING OF MEMBERSHIPS***

### ***A. INTRODUCTION***

#### ***MEMBERSHIP OPPORTUNITY***

The Club at Longview is offering an opportunity to be a member of a golf, tennis, swimming, exercise and social-oriented club. Pursuant to this Membership Plan, the privilege of using the facilities provided at The Club at Longview is available to members of the Club, the immediate family of members of the Club, guests of members, and other persons permitted by the Club from time to time.

### ***B. CLUB FACILITIES***

#### ***DESCRIPTION OF THE CLUB FACILITIES***

The facilities currently provided at The Club at Longview which are referred to herein as the “Club Facilities” include the following:

- \* an eighteen-hole Jack Nicklaus Signature Golf Course;
- \* golf practice facilities including a practice range, a putting green and a short game practice area;
- \* a clubhouse that provides dining facilities and mixed grille, banquet facilities, private dining/meeting rooms, a lounge, a golf shop, men's locker room facilities with lockers and shower and restroom facilities, women's locker room facilities with lockers and shower and restroom facilities, administrative offices and patio/deck areas;
- \* an activities center at the swim/tennis facilities that provides an exercise area offering cardiovascular equipment and weight machines, an all-purpose room, restroom facilities and patio/deck areas;
- \* tennis courts; and
- \* a recreational family pool and an adult pool.

#### ***THE CLUB MAY PROVIDE ADDITIONAL FACILITIES***

The Club reserves the right to modify, alter or otherwise change the Club Facilities available to members at the Club from time to time and to provide additional facilities at The Club at Longview. However, the Club has not committed to any additional facilities beyond those facilities described above and there is no assurance that any additional facilities will be provided at The Club at Longview.

### ***C. MEMBERSHIP PRIVILEGES***

#### ***FOUR CLASSIFICATIONS OF MEMBERSHIP PRIVILEGES ARE CURRENTLY AVAILABLE AT THE CLUB AT LONGVIEW***

The Club is currently offering four general classifications of non-equity membership known as “Golf Memberships”, “National Memberships”, “Corporate Memberships” and “Social Memberships” (collectively, the “Club Memberships”). A person who obtains a Golf Membership is sometimes hereinafter referred to as a “Golf Member” or collectively as “Golf Members”, a person who obtains a National Membership is sometimes hereinafter referred to as a “National Member” or collectively as “National

Members”, a company (as defined herein) that obtains a Corporate Membership is sometimes hereinafter referred to as a “Corporate Member” or collectively as “Corporate Members”, a person who obtains a Social Membership is sometimes hereinafter referred to as a “Social Member” or collectively as “Social Members”, and a person/company that obtains a Club Membership is sometimes hereinafter referred to as a “Club Member” or collectively as “Club Members.”

The Club may also offer Honorary Memberships and Founder Memberships as further described herein.

The Club may issue other classifications of membership that permit primarily the use of the tennis, swimming, exercise and/or clubhouse facilities at the Club. If additional classifications of membership are made available, the Club will establish the use privileges of the additional membership classifications, the number of memberships available, and the membership deposit/membership fee, dues, fees, clubhouse minimums, and other charges to be paid for these additional classifications of membership.

#### ***USE OF THE CLUB FACILITIES BY THE IMMEDIATE FAMILY OF MEMBERS***

Golf Memberships, National Memberships and Social Memberships shall be issued in the name of the individual applying for membership in the Application for Membership Invitation who will be known as the “primary member” until changed in accordance with the rules established by the Club from time to time. A Corporate Membership shall be issued in the name of the company submitting the Application for Membership Invitation, and such company shall be entitled to designate individual users of the membership privileges as described herein.

A membership allows the member or designee and his/her immediate family members described herein to use the facilities in accordance with the terms of the classification of membership selected and upon payment of the required membership deposit or membership fee and the dues, fees, clubhouse minimums and other charges established by the Club. The immediate family of a member or designee includes the legal spouse (as recognized by applicable North Carolina law) of the member or designee who is living in the member's or designee's home, and unmarried children who are under the age of twenty-three and either living in the member's or designee's home or attending school on a full-time basis. The Club reserves the right to restrict access to the golf and tennis facilities by those immediate family members who are under the age of twenty-three during peak periods of use.

The Club may permit, from time to time, members to designate other members of his/her family (including parents, brothers, sisters and children who do not fall within the above definition of immediate family) to use the membership privileges upon payment of reduced guest fees established by the Club. The Club may establish such other fees and rules it deems appropriate and may even terminate this privilege at any time, in the sole discretion of the Club.

#### ***MAXIMUM NUMBER OF MEMBERSHIPS AVAILABLE AT THE CLUB AT LONGVIEW***

In order to provide continued enjoyment of the Club Facilities to all members of the Club, the maximum number of outstanding dues-paying Golf Memberships is limited to three hundred ninety-six. However, the Club may decrease the maximum number of Golf Memberships based on the capacity of the Club Facilities and the manner in which the Club Facilities are used by Golf Members from time to time, in the sole discretion of the Club. In the event additional holes of golf are made available to Golf Members (whether on or off-site) then the Club may issue up to an additional two hundred Golf Memberships for each additional nine holes of golf made available for use by Golf Members. Each designee of a Corporate Membership who is paying the same dues as a Golf Member shall be counted for purposes of determining the maximum number of outstanding dues-paying Golf Memberships. As a result of the limited number of Golf Memberships, it is the desire of the Club that advance golf starting times will not be necessary during certain designated times.



Although the number of outstanding dues-paying National Memberships is initially limited to twenty-five, the Club reserves the right to increase or decrease the number of National Memberships, in its sole discretion.

Although the maximum number of Social Memberships is not initially limited, the Club reserves the right to limit the number of Social Memberships from time to time.

### ***CLUB MEMBERS OBTAIN SPECIFIC MEMBERSHIP PRIVILEGES***

The privileges of Club Membership are subject to this Membership Plan as it may be amended from time to time by the Club. The Rules and Regulations, including the services provided to members and the hours of operation of the Club Facilities or any portion thereof, may be changed by the Club without notice, in its sole discretion. Upon approval by the Club, payment of the applicable membership deposit or membership fee, dues, fees, clubhouse minimums, and other charges, and compliance with the Rules and Regulations established by the Club, Club Members obtain the following use privileges.

### ***GOLF MEMBERSHIP PRIVILEGES***

A Golf Membership allows the member to use the Club Facilities provided at The Club at Longview and to attend club-sponsored events held at the Club. Golf Members shall not be charged green fees or court fees for use of the golf and tennis facilities, but shall pay the applicable golf cart fees for use of the golf facilities or an annual trail fee for use of a privately-owned golf cart (if permitted by the Club). Golf Members shall have such advance sign-up privileges to reserve golf starting times and tennis court times as may be established by the Club.

### ***NATIONAL MEMBERSHIP PRIVILEGES***

A National Membership is only available to persons who do not have their principal place of residence and their principal place of business within one hundred miles of the Club Facilities. A National Membership allows the member to use the Club Facilities provided at The Club at Longview and to attend club-sponsored events held at the Club. National Members shall not be charged green fees or court fees for use of the golf and tennis facilities, but shall pay the applicable golf cart fees for use of the golf facilities. National Members shall have the same advance sign-up privileges to reserve golf starting times and tennis court times as Golf Members.

National Members will only be permitted to participate in club-sponsored golf events on a space available basis after the first opportunity is given to Golf Members. National Members shall pay less dues than Golf Members.

Any National Member who no longer qualifies for a National Membership shall have the following options: (i) upgrade to an available Golf Membership as described below upon payment of the additional membership deposit or membership fee and other applicable dues, fees, clubhouse minimums and other charges associated with a Golf Membership, or (ii) convert to a Social Membership upon payment of applicable dues, fees, clubhouse minimums and other charges associated with a Social Membership but no additional membership deposit or membership fee (upon the subsequent resignation of his/her membership such member's National Membership will be placed on the National Membership resigned list), or (iii) resign his/her National Membership.

In the event a National Member who no longer qualifies for a National Membership elects to resign his/her National Membership, then such resigned member must select to have use privileges and pay the corresponding membership dues that are associated with either a Golf Membership or Social Membership until his/her resigned National Membership is reissued by the Club as further described herein.

A National Member who continues to qualify for such membership after resignation shall continue to have the use privileges that are associated with a National Membership and shall be required to pay the dues, fees, clubhouse minimums and other charges associated with his/her National Membership until the reissuance of such resigned National Membership by the Club as further described herein.

### ***CORPORATE MEMBERSHIP PRIVILEGES***

A Corporate Membership is only available to on-going, active, operating businesses and shall be held in the name of a company, partnership, business, trust or other form of business ownership (collectively, the "company"). A company formed for the purpose of acquiring a membership shall not qualify; and the Club shall determine, in its sole discretion, whether a particular company is eligible and qualifies for a Corporate Membership. The company, as the actual member and owner of the membership, must designate one primary designee and must designate an additional three associate designees of the membership privileges. The designees of the membership privileges must be an officer, director, partner, owner or employee of the company (or in the case of a trust a trustee, donor or principal beneficiary), must submit an Application for Use Privileges, and be approved by the Club. Immediate family members of the designees may also use the facilities. Each Corporate Membership requires the payment of a non-refundable membership fee to the Club, unless such membership is recalled by the Club as described below. The primary designee of a Corporate Membership shall have the same privileges to use the Club Facilities and shall pay the same dues, fees, clubhouse minimums, and other charges (including any assessments) as a Golf Member. Each of the three associate designees has the opportunity to select prior to the beginning of each membership year to have the use privileges that are associated with either a Golf Membership or Social Membership. Such designees shall pay the same dues, fees, clubhouse minimums, and other charges that correspond to the classification of use privileges selected by the designee. Once selected, the classification of use privileges can not be changed until the following membership year without the Club's prior approval, in its sole discretion. Unless changed by the member in accordance with the procedures established by the Club, each designee shall have the same use privileges as he/she had the prior membership year. The Corporate Membership requires that applicable dues, fees, clubhouse minimums, and other charges be paid for all four designees at all times. A Corporate Membership shall be subject to disciplinary action deemed appropriate by the Club, including the suspension or termination of the membership and all designee use privileges, for non-payment of applicable dues, fees, clubhouse minimums, and other charges for all four designees. Both the company and the individual designees of the membership privileges shall be jointly and severally liable for the payment of all dues, fees, clubhouse minimums, and other charges incurred by the designees and their immediate family members and guests.

As long as all applicable dues, fees, clubhouse minimums, and other charges have continuously been paid and the Corporate Membership is in good standing, the company may change the designee(s) of the membership privileges upon approval of the new designee by the Club and the payment of any applicable non-refundable change of designee fee to the Club. However, prior to the change of any designee, all dues, fees, clubhouse minimums, and other charges owed to the Club for all designees must be paid in full, the prior designee must return all issued use cards to the Club, any required change of designee fee must be paid to the Club, and the new designee must submit an Application for Use Privileges and be approved by the Club.

A Corporate Membership may be recalled by the Club at any time, in the sole discretion of the Club, upon sixty days prior written notice to the company. Upon recall of a Corporate Membership, the use privileges of all designees (primary designee and associate designees) shall terminate upon expiration of the sixty-day notice period. In addition, upon recall of such Corporate Membership, the Club shall repay to the company one hundred percent of the actual membership fee previously paid to the Club by such recalled member to obtain the Corporate Membership.

In the event the company is legally dissolved, ceases to actively be engaged in business or otherwise no longer qualifies for a Corporate Membership, in the sole discretion of the Club, then such Corporate Membership shall be automatically resigned without refund of any membership fee, dues, fees, clubhouse minimums, and other charges previously paid to the Club.

The Club reserves the right to establish additional rules regarding a Corporate Membership, including the criteria for designating an individual to use the membership privileges and the number of times the designee(s) of the membership privileges may be changed during any membership year.

### ***SOCIAL MEMBERSHIP PRIVILEGES***

Social Membership at the Club allows the member to select use privileges in one of the following two dues categories prior to the beginning of each membership year. Once selected, the dues level can not be changed until the following membership year without the Club's prior approval, in its sole discretion. Unless changed by the member in accordance with the procedures established by the Club, Social Members shall have the same dues level they had the prior membership year. Each dues level shall have the following use privileges.

**Sports Dues.** Social Members selecting the Sports Dues will be permitted to use the tennis, swimming, exercise and dining facilities provided at the clubhouse at The Club at Longview and to attend club-sponsored non-golf events held at the Club. Social Members paying Sports Dues shall have the same advance sign-up privileges to reserve tennis court times as Golf Members and shall not be charged court fees for use of the tennis facilities. Social Members paying Sports Dues shall have no access to the eighteen-hole golf course or golf practice facilities at the Club, except as a guest of a Golf Member or National Member, and upon payment of the required guest fees.

**Limited Golf Dues.** Social Members selecting the Limited Golf Dues will be permitted to use the tennis, swimming, exercise and dining facilities provided at the clubhouse at The Club at Longview and to attend club-sponsored non-golf events held at the Club. Social Members paying Limited Golf Dues also have the opportunity to use the golf practice facilities and to play golf two times during each calendar month. The Club reserves the right to limit and/or otherwise restrict use of the golf practice facilities and golf course by Social Members paying Limited Golf Dues in its sole discretion, and will establish advance sign-up privileges for golf starting times for such members from time to time. Social Members paying Limited Golf Dues shall not be charged green fees or court fees for use of the golf and tennis facilities, but shall pay the applicable golf cart fees for use of the golf facilities. Social Members paying Limited Golf Dues shall have the same advance sign-up privileges to reserve tennis court times as Golf Members. Children of Social Members paying Limited Golf Dues will also have the opportunity to participate in the Junior Bears Program.

### ***CLUB MAY ALLOW CLUB MEMBERS TO DESIGNATE ANOTHER INDIVIDUAL AS THE BENEFICIAL USER OF THEIR MEMBERSHIP PRIVILEGES***

The Club, in its sole discretion, may allow Club Members who are current on all dues, fees, clubhouse minimums and other charges owed to the Club and are otherwise in good standing at the Club (including persons on the resigned membership refund list) to designate another individual as the beneficial user of their membership privileges. The request to designate a beneficial user of a member's membership privileges must be made on a form provided by the Club and shall be signed by both the Club Member and the designated user. The designated user must otherwise be eligible for the particular member's membership privileges, submit an Application for Use Privileges to the Club, be approved by the Club, pay any applicable non-refundable administrative fee to the Club, and comply with all rules established by the Club from time to time. Upon approval, the designated user shall have the same use privileges to use the Club Facilities and shall pay the same fees, clubhouse minimums and other charges for use of the Club Facilities, as the Club Member. During the time an individual has been designated as the beneficial user of a member's membership privileges, the Club Member shall not have any membership privileges or any other privileges to use the Club Facilities, except as a guest of another member.

The dues and assessments (if any) required from the underlying Club Membership shall continue to be the responsibility of the Club Member. The designated user shall be billed by the Club on a monthly basis for all fees, clubhouse minimums and other charges incurred at The Club at Longview. However, the Club Member shall be responsible for all fees, clubhouse minimums and other charges incurred by the designated user that remain unpaid after the customary billing and collection procedure of the Club and for the conduct of the designated user and his/her immediate family members.

The Club may establish other rules relating to the use of the Club Facilities by designated users from time to time and reserves the right to eliminate the opportunity of Club Members to designate a user of their membership privileges.

***GOLF MEMBERSHIPS AND SOCIAL MEMBERSHIPS ISSUED TO PERSONS WHO DO NOT OWN A RESIDENCE OR HOMESITE IN LONGVIEW MAY BE RECALLED BY THE CLUB***

Any Golf Membership and Social Membership issued to a person who does not own a residence or homesite in the Longview residential community (“Longview”) may be recalled by the Club at any time, in the sole discretion of the Club, upon sixty days prior written notice to the member. Such memberships shall be recalled by the Club on a last-in, first-recalled basis. Upon recall of such membership, all use privileges shall terminate and the dues of the recalled member shall terminate upon expiration of the sixty-day notice period. In addition, upon recall of such membership, the Club shall repay to the recalled member one hundred percent of the actual membership deposit or membership fee previously paid to the Club by such recalled member to obtain the membership in lieu of repaying any membership deposit to the member on the thirty-year anniversary date as further described herein.

***CLUB MAY DESIGNATE PRIMARY PLAYING TIMES ON THE GOLF COURSE***

If necessary to better control golf play during peak playing times, the Club may designate certain times as “primary playing times.” During times designated by the Club as “primary playing times”, only one golf starting time may be reserved per membership. The Club also reserves the right to establish other rules during primary playing times.

***SOCIAL MEMBERS AND NATIONAL MEMBERS MAY HAVE THE OPPORTUNITY TO UPGRADE THEIR CLASSIFICATION OF MEMBERSHIP TO AN AVAILABLE GOLF MEMBERSHIP***

Because of the limited number of Golf Memberships and the reservation of unissued Golf Memberships by the Club, it is unlikely that a Golf Membership will be available for a Social Member or National Member desiring to upgrade. However, if a Golf Membership does become available, National Members and Social Members may upgrade to such available Golf Membership, in the sole discretion of the Club. A member desiring to upgrade shall be placed on the waiting list described below for an available Golf Membership. The opportunity to upgrade is subject to the availability of such Golf Membership and the payment to the Club of the difference between the applicable membership deposit or membership fee charged by the Club for the Golf Membership at the time the member desires to upgrade and the actual membership deposit or membership fee previously paid to the Club for the member's existing classification of membership.

Although the downgrade of a Club Membership is not permitted, a member may resign their existing membership as further described below (although no portion of the membership deposit previously paid will be refunded at that time), and then obtain the desired classification of membership, if available, upon payment of the required membership deposit or membership fee then charged by the Club for the desired classification of membership.

***GUEST PRIVILEGES***

Members and designees may have guests use the facilities in accordance with the Rules and Regulations established by the Club. The number of times a particular guest may use the facilities or any particular facility provided at The Club at Longview during any particular period of time and the number of guests a

member may sponsor at any particular time may be limited. Sponsoring members and designees are responsible for the payment of all fees and charges unpaid by their guests.

#### ***D. ELIGIBILITY FOR CLUB MEMBERSHIP PRIVILEGES***

##### ***ELIGIBILITY FOR CLUB MEMBERSHIP PRIVILEGES***

Membership at The Club at Longview is available by invitation only. Invitations to membership may only be extended by the Club.

Purchasers of residences or homesites in Longview are required to submit an Application for Membership Invitation for either a Golf Membership or Social Membership depending upon the location of the residence or homesite being purchased. Whether a Golf Membership or Social Membership is required in a certain area within Longview will be governed by the Master Declaration of Covenants, Conditions and Restrictions for Longview as it may be supplemented from time to time. Those areas within Longview that are subject to a mandatory Golf Membership or Social Membership may be changed from time to time. Following approval of the applicant by the Club, membership privileges shall be activated at the closing of the purchase of the residence or homesite in Longview. Only one membership may be obtained for each residence or homesite purchased in Longview.

In addition, the Club may allow persons who do not own a residence or homesite in Longview the opportunity to apply for a Club Membership from time to time.

##### ***PURCHASERS OF RESIDENCES OR HOMESITES IN LONGVIEW ARE REQUIRED TO SUBMIT AN APPLICATION FOR MEMBERSHIP INVITATION WITHIN FIVE DAYS AFTER EXECUTING THEIR PURCHASE AGREEMENT***

Effective July 1, 2006, the requirement that purchasers (whether initial purchasers or resale purchasers) of residences or homesites in the area of Longview commonly known as The Village at Longview (which is also known as Phase 4A of Longview) make application for a Golf Membership and if approved for membership, to acquire and maintain such Golf Membership at The Club at Longview was changed to only require that such purchasers make application for a Social Membership and if approved for membership, to acquire and maintain a Social Membership at The Club at Longview.

***Phases 2, 3 and 5, And Other Possible Phases Designated By The Club.*** Each initial retail purchaser and resale purchaser of a residence or homesite (including those purchased from builders) in Phase 2 of Longview, Phase 3 of Longview, Phase 5 of Longview, and any other areas that may be designated by the Club, is required to submit an Application for Membership Invitation for a Golf Membership within five (5) days after executing his/her purchase agreement to acquire such residence or homesite. Phase 2 of Longview, Phase 3 of Longview, and Phase 5 of Longview and any other areas that may be designated by the Club pursuant to this paragraph shall be collectively referred to herein as "The Estates." The requirement that a purchaser in Phase 3 of Longview acquire and maintain a Golf Membership may be changed. If the Application for Membership Invitation is acted upon favorably by the Club, the applicant must then submit a Membership Agreement for a Golf Membership along with the required membership deposit to the Club. The Golf Membership shall be activated for the purchaser at the closing of the purchase of the residence or homesite. In the event the Application for Membership Invitation is not acted upon favorably, then that purchaser shall not be eligible for membership at The Club at Longview.

***Phases 1, 4A and 4B, And Other Possible Phases Designated By The Club.*** Each initial retail purchaser and resale purchaser of a residence or homesite (including those purchased from builders) in Phase 1 of Longview, Phase 4A of Longview (which is also commonly known as The Village at Longview), and Phase 4B of Longview and any other areas that may be designated by the Club, is required to submit an Application for Membership Invitation for a Social Membership within five (5) days after executing his/her purchase agreement to acquire such residence or homesite. Phase 1 of Longview, Phase 4A of Longview and Phase 4B of Longview and any other areas that may be designated by the Club pursuant to this paragraph shall be

collectively referred to herein as “Phase 1 of Longview.” If the Application for Membership Invitation is acted upon favorably by the Club, the applicant must then submit a Membership Agreement for a Social Membership along with the required membership deposit to the Club. The Social Membership shall be activated for the purchaser at the closing of the purchase of the residence or homesite. In the event the Application for Membership Invitation is not acted upon favorably, then that purchaser shall not be eligible for membership at The Club at Longview.

In addition, each initial retail purchaser of a previously unsold residence or homesite in Phase I of Longview (including those purchased from builders) whose Application for Membership Invitation is acted upon favorably shall have an opportunity to upgrade to an available Golf Membership on or before the closing of the purchase of his/her residence or homesite in Phase I of Longview. In the event such initial retail purchaser desires to upgrade to an available Golf Membership, then the purchaser must submit a Membership Agreement for a Golf Membership along with the required additional membership deposit charged by the Club at that time for a Golf Membership to the Club.

The initial retail purchaser of a previously unsold residence or homesite in Phase I of Longview who does not submit a Membership Agreement to the Club for a Golf Membership on or before the closing of the purchase of his/her residence or homesite and the subsequent purchasers of such residences and homesites, may obtain a Golf Membership at a later date only through the regular membership upgrade process described herein upon payment of the membership deposit charged by the Club at that time for a Golf Membership. Therefore, after the closing of the purchase of a residence or homesite in Phase I of Longview, there can be no guarantee or assurance that a Golf Membership will ever subsequently be available and neither the initial purchaser nor any subsequent purchaser of such residence or homesite will have any continuing opportunity to obtain such Golf Membership. **IF AN INITIAL RETAIL PURCHASER OF A RESIDENCE OR HOMESITE IN PHASE I OF LONGVIEW DOES NOT OBTAIN A GOLF MEMBERSHIP ON OR BEFORE THE CLOSING OF THE PURCHASE OF HIS/HER RESIDENCE OR HOMESITE, IT IS UNLIKELY THAT SUCH GOLF MEMBERSHIP WILL BE AVAILABLE AT A LATER DATE.**

***RESERVED MEMBERSHIPS ARE NOT CONSIDERED AVAILABLE***

The Club has the right to reserve any or all of the unissued Club Memberships for future issuance from time to time, in its sole discretion. Golf Memberships not obtained by initial retail purchasers of previously unsold residences or homesites in Phase I of Longview prior to the closing of the purchase of their residences or homesites shall be reserved by the Club for future issuance. Club Memberships that have been reserved by the Club are not considered to be available memberships and may be reserved for issuance to future purchasers of residences or homesites in Longview or to persons who do not own residences or homesites in Longview. The Club is not compelled to issue any membership, reserved or otherwise.

***PERSONS WHO OWN TWO HOMESITES AND CONSTRUCT ONLY ONE RESIDENCE***

Persons who acquire two or more contiguous homesites within Longview and construct only one residence thereon (so that the second homesite could not be sold separate from the residence) will only be required to obtain and maintain one membership at The Club at Longview.

***THE CLUB WILL MAINTAIN A WAITING LIST OF PERSONS DESIRING MEMBERSHIP PRIVILEGES IF MEMBERSHIPS ARE NOT AVAILABLE IN THE DESIRED CLASSIFICATION***

If a membership is not available in a particular classification of membership at the time of application, the Club will maintain a waiting list consisting of applicants who have submitted an Application for Membership Invitation to the Club on a first-come, first-served basis. The Club shall assign priority on the waiting list for Golf Memberships as follows: (i) persons who own residences or homesites in Phase I of Longview who desire a Golf Membership shall have first priority on the waiting list for an available Golf Membership, and (ii) persons who do not own residences or homesites in Longview shall have second priority on the waiting list for an available Golf Membership.

In the event the desired membership is not available at the time of application, the Club may defer the payment of the required membership deposit or membership fee until the desired membership becomes available. In addition, the Club may require persons on the waiting list for an available membership to obtain another classification of membership until the desired membership classification becomes available.

***USE OF MEMBERSHIP PRIVILEGES PRIOR TO CLOSING ON PROPERTY PURCHASE***

The Club, in its sole discretion, may permit upon approval of the member and payment of the required membership deposit, dues, fees, clubhouse minimums, and other charges to the Club, the purchaser of a residence or homesite in Longview to activate his/her membership privileges and commence using the Club Facilities prior to actually closing on the property purchase in Longview. However, if the purchaser does not close on the residential purchase or the Club determines that it is not likely that such purchaser will actually close on the residential purchase, then the Club Membership shall become a recallable membership on the same basis as any other membership owned by a person who does not own a residence or homesite in Longview.

***E. MEMBERSHIP DEPOSIT/MEMBERSHIP FEE***

***PERSONS DESIRING A CLUB MEMBERSHIP SHALL PAY A MEMBERSHIP DEPOSIT OR MEMBERSHIP FEE TO THE CLUB TO OBTAIN MEMBERSHIP PRIVILEGES***

Persons who own residences or homesites in Longview shall pay a refundable membership deposit to the Club to obtain a Golf Membership or Social Membership.

Persons who do not own residences or homesites in Longview shall pay a non-refundable membership fee to the Club to obtain a Golf Membership or Social Membership.

Persons desiring to obtain a National Membership shall pay a refundable membership deposit to the Club.

A company desiring to obtain a Corporate Membership shall pay a non-refundable membership fee to the Club.

The amount of the membership deposit and membership fee and the manner of payment of the membership deposit and membership fee shall be established by the Club from time to time, and is further described in the member's Application for Membership Invitation or Membership Agreement. The required membership deposit or membership fee shall be the fee in effect on the date the Membership Agreement is submitted to the Club.

Unless otherwise provided in a member's Membership Agreement, the required membership deposit or membership fee shall be due in full at the time the Membership Agreement is submitted to the Club.

***TAX CONSEQUENCES OF OBTAINING MEMBERSHIP PRIVILEGES AT THE CLUB AT LONGVIEW***

The Club makes no representations and expresses no opinions regarding the federal or state income tax consequences of obtaining a Club Membership at The Club at Longview and being repaid the membership deposit paid for membership or any portion thereof, without interest. All members obtain their membership privileges subject to all applicable tax laws as they may exist from time to time. Certain provisions of the Internal Revenue Code impute interest income to a lender with respect to a non-interest bearing loan. As a result, the Internal Revenue Service may issue regulations that might impute interest income to a refundable membership deposit paid to the Club for membership by a Club Member. Members should consult with their own tax advisor with respect to the tax consequences of paying a membership deposit and being repaid the membership deposit or any portion thereof, without interest.

## ***F. APPLICATION FOR MEMBERSHIP INVITATION***

### ***AN APPLICATION FOR MEMBERSHIP INVITATION AND MEMBERSHIP AGREEMENT MUST BE DELIVERED TO THE DIRECTOR OF MEMBERSHIP***

A prospective member desiring a Club Membership must first deliver to the Director of Membership at The Club at Longview a fully completed and signed Application for Membership Invitation. The Club will evaluate each particular Application for Membership Invitation and determine in its sole discretion whether to invite such applicant to submit a Membership Agreement. There is no assurance that a person who submits an Application for Membership Invitation will be invited to membership at The Club at Longview.

### ***REVIEW OF APPLICATION FOR MEMBERSHIP INVITATION***

The Club and/or its Membership Committee shall evaluate the Applications for Membership Invitation submitted by all prospective members. The Club shall evaluate the Applications for Membership Invitation submitted by prospective members within twenty-one days. After receiving the Application for Membership Invitation, all prospective members will be evaluated on the basis of their interest in The Club at Longview, their financial responsibility, and their compatibility with other members at The Club at Longview. However, in no event shall membership criteria, as determined and implemented by the Club, discriminate in any manner against any person in violation of applicable law.

In the event the Application for Membership Invitation is acted upon favorably, then the Club will invite the applicant to submit a Membership Agreement to the Club. In this event, the invitee will have five days after written notice from the Club to submit the applicable Membership Agreement along with the required membership deposit or membership fee. In the event an invitee fails to submit the Membership Agreement and/or the required membership deposit or membership fee within the five-day period, then the Club may rescind the invitation to membership in its sole discretion. If the Application for Membership Invitation is not acted upon favorably, the Club shall immediately return to the applicant any membership deposit or membership fee previously paid to the Club, without interest.

### ***THE PRIVILEGES OF CLUB MEMBERS TO USE THE CLUB FACILITIES ARE GOVERNED ONLY BY THIS MEMBERSHIP PLAN***

If approved for membership, the member agrees to be bound by the terms and conditions of this Membership Plan as it may be amended from time to time, agrees to fully substitute the membership privileges obtained pursuant to this Membership Plan for any present or prior rights in or to use the Club Facilities, and agrees to release and indemnify the Club for any and all damages and injuries caused by their own acts or the acts of their immediate family members and guests as further set forth in the Rules and Regulations.

### ***MEMBERSHIP PRIVILEGES MAY ONLY BE USED AS COLLATERAL UPON APPROVAL***

Club Members may not use the Club Membership, the membership privileges or any amount to be refunded by the Club as collateral or any other security for a loan except to the extent the lien or security interest is granted as a result of obtaining the membership and it is approved in advance by the Club in writing.

## ***G. TRANSFER OF CLUB MEMBERSHIP PRIVILEGES***

### ***TRANSFER OF CLUB MEMBERSHIPS ONLY TO THE CLUB***

Club Members may not sell, transfer or otherwise assign their membership privileges except to the Club, and therefore, Club Members may not transfer or otherwise assign their Club Membership directly to any third party.

Club Members may not advertise or otherwise openly solicit the availability of their memberships to the general public and no member may advertise his/her membership for sale or permit any such advertisement.



If any Club Membership is publicly advertised for sale in any manner, the Club may terminate such membership immediately.

***GOLF MEMBERS WHO OWN RESIDENCES OR HOMESITES IN THE ESTATES MAY NOT RESIGN GOLF MEMBERSHIP PRIVILEGES***

Golf Members who own residences or homesites in The Estates are not allowed to resign their Golf Memberships and are required to maintain a Golf Membership in good standing at all times and to pay to the Club all required dues, fees, clubhouse minimums, and other charges associated with a Golf Membership until the closing of the sale or other transfer of such member's residence or homesite in The Estates to a subsequent owner. Therefore, such Golf Memberships are automatically resigned upon the closing of the sale or other transfer of the residence or homesite in Longview to a new owner. The subsequent purchaser of the residence or homesite in The Estates shall be required to submit an Application for Membership Invitation for a Golf Membership within five days after executing their residential purchase agreement and shall obtain a Golf Membership, if approved by the Club, upon payment of the required membership deposit to the Club.

***SOCIAL MEMBERS WHO OWN RESIDENCES OR HOMESITES IN PHASE I OF LONGVIEW MAY NOT RESIGN SOCIAL MEMBERSHIP PRIVILEGES***

Social Members who own residences or homesites in Phase I of Longview are not allowed to resign their Social Memberships and are required to maintain a Social Membership in good standing at all times and to pay to the Club all required dues, fees, clubhouse minimums, and other charges associated with a Social Membership until the closing of the sale or other transfer of such member's residence or homesite in Phase I of Longview to a subsequent owner. Therefore, such Social Memberships are automatically resigned upon the closing of the sale or other transfer of the residence or homesite in Phase I of Longview to a new owner. The subsequent purchaser of the residence or homesite in Phase I of Longview shall be required to submit an Application for Membership Invitation for a Social Membership within five days after executing their residential purchase agreement and shall obtain a Social Membership, if approved by the Club, upon payment of the required membership deposit to the Club.

***GOLF MEMBERS WHO OWN RESIDENCES OR HOMESITES IN PHASE I OF LONGVIEW MAY RESIGN GOLF MEMBERSHIP PRIVILEGES PROVIDED THEY SHALL REMAIN SOCIAL MEMBERS***

Golf Members who own residences or homesites in Phase I of Longview may resign their Golf Memberships in the manner described below provided they shall always remain a Social Member and pay the required dues, fees, clubhouse minimums, and other charges associated with a Social Membership until the closing of the sale or other transfer of their residences or homesites in Phase I of Longview to another owner. If a Golf Member who owns a residence or homesite in Phase I of Longview resigns from the Club and does not arrange for the purchaser of his/her residence or homesite in Phase I of Longview to obtain the Golf Membership as described below, the resigned Golf Membership shall be placed on the appropriate resigned membership refund list described below for reissuance by the Club; and there is no guarantee that the Club will reissue the Golf Membership or that the resigned member will be able to recover any portion of the membership deposit previously paid for his/her Golf Membership.

***MEMBERSHIP RESIGNATION PROCEDURE AND RESIGNED MEMBERSHIP REFUND LISTS***

Those (i) Golf Members who own residences or homesites in Phase I of Longview, (ii) Golf Members who do not own residences or homesites in Longview, (iii) Social Members who do not own residences or homesites in Longview, (iv) National Members, and (v) Corporate Members desiring to resign their memberships at The Club at Longview must give the Club written notice of their intention to resign membership privileges. The resignation of membership privileges must be on a form provided by the Club, which may be obtained from the Membership Office, and must be returned to the Membership Office. The resignation of membership will be effective upon receipt of written notice by the Club and the payment of

the membership deposit or membership fee, and all dues, fees, clubhouse minimums, and other charges owed to the Club in full.

Memberships that have been resigned will only be reissued by the Club in accordance with the procedures set forth below. Any attempt to transfer or reassign a membership at The Club at Longview, either voluntarily, involuntarily or by operation of law, which is not in accordance with this Membership Plan and any other rules established by the Club shall be null and void, and no person or entity may obtain a membership except as provided herein.

The Club shall maintain (i) one resigned membership refund list for those Golf Members who own residences or homesites in Phase I of Longview who paid a membership deposit for their memberships and for those Golf Members who do not own residences or homesites in Longview who paid a membership deposit for their memberships, (ii) one resigned membership refund list for National Members who paid a membership deposit for their memberships, and (iii) one resigned membership refund list for those Social Members who do not own residences or homesites in Longview who paid a membership deposit for their memberships. Only those members who paid a membership deposit for their Club Memberships are eligible for a refund and to have their resigned memberships placed on the appropriate membership refund list. Once the member's membership resignation is effective, such resigned membership will be placed on the appropriate resigned membership refund list in the order of resignation on a first-come, first-served basis. In the event the resignation of membership privileges for two or more members is effective on the same date, then such members shall be placed on the membership refund list in order so that the person who has been a member the longest period of time shall be placed ahead of the other member(s). In order to be placed on a resigned membership refund list, the resigned member must be in good standing and the member must have paid the required membership deposit and all dues, fees, clubhouse minimums and other charges owed to the Club in full.

Resigned members who have been placed on the resigned membership refund list must continue to pay the required dues, fees, clubhouse minimums, and other charges as they become due, and failure to do so may result in being removed from the resigned membership refund list or termination of membership privileges. Once placed on the resigned membership refund list, the resigned member will not be permitted to rescind the resignation of membership privileges and the resigned membership must be reissued by the Club at the time the membership has rotated to the top of the resigned membership refund list as described below.

***REISSUANCE OF RESIGNED GOLF MEMBERSHIPS THAT HAVE PAID A REFUNDABLE MEMBERSHIP DEPOSIT FROM THE RESIGNED MEMBERSHIP REFUND LIST BY THE CLUB***

Until the initial issuance of all of the Golf Memberships permitted to be issued at The Club at Longview, every fifth Golf Membership and/or Corporate Membership issued to a person or company who has paid the required membership deposit or membership fee (excluding those Golf Memberships issued to the subsequent purchaser/owner of a member's residence or homesite in Longview, those Golf Memberships transferred to a surviving spouse or a subsequent owner of the member's residence or homesite in Longview upon the death of a Golf Member, and those Golf Memberships transferred to a spouse upon the divorce or legal separation of a Golf Member) will be the next resigned membership that has rotated to the top of the resigned membership refund list maintained by the Club for Golf Memberships, provided a resigned membership is on such resigned membership refund list at that time.

The other four Golf Memberships and/or Corporate Memberships issued will be issued from the Club's unissued memberships. If the Club is not offering Golf Memberships for initial issuance, then every Golf Membership issued will be the next resigned membership that has rotated to the top of the resigned membership refund list maintained by the Club for Golf Memberships.

***REISSUANCE OF RESIGNED NATIONAL MEMBERSHIPS THAT HAVE PAID A REFUNDABLE MEMBERSHIP DEPOSIT FROM THE RESIGNED MEMBERSHIP REFUND LIST BY THE CLUB***

Until the initial issuance of all of the National Memberships permitted to be issued at The Club at Longview, every fifth National Membership issued to a person or company who has paid the required membership deposit (excluding those National Memberships transferred to a surviving spouse upon the death of a National Member and those National Memberships transferred to a spouse upon the divorce or legal separation of a National Member) will be the next resigned National Membership that has rotated to the top of the resigned membership refund list maintained by the Club for National Memberships provided a resigned membership is on such resigned membership refund list at that time.

The other four National Memberships issued will be issued from the Club's unissued National Memberships. If the Club is not offering National Memberships for initial issuance, then every National Membership issued will be the next resigned membership that has rotated to the top of the resigned membership list maintained by the Club for National Memberships.

***REISSUANCE OF RESIGNED SOCIAL MEMBERSHIPS THAT HAVE PAID A REFUNDABLE MEMBERSHIP DEPOSIT FROM THE RESIGNED MEMBERSHIP REFUND LIST BY THE CLUB***

Until the initial issuance of all of the Social Memberships permitted to be issued at The Club at Longview, every fifth Social Membership issued to a person or company who has paid the required membership deposit or membership fee (excluding those Social Memberships issued to the subsequent purchaser/owner of a member's residence or homesite in Longview, those Social Memberships transferred to a surviving spouse or a subsequent owner of the member's residence or homesite in Longview upon the death of a Social Member, and those Social Memberships transferred to a spouse upon the divorce or legal separation of a Social Member) will be the next resigned Social Membership that has rotated to the top of the resigned membership refund list maintained by the Club for Social Memberships provided a resigned membership is on such resigned membership refund list at that time.

The other four Social Memberships issued will be issued from the Club's unissued Social Memberships. If the Club is not offering Social Memberships for initial issuance, then every Social Membership issued will be the next resigned membership that has rotated to the top of the resigned membership list maintained by the Club for Social Memberships.

***GOLF MEMBERS WHO OWN RESIDENCES OR HOMESITES IN PHASE I OF LONGVIEW MAY REQUEST THAT THE CLUB REISSUE THEIR GOLF MEMBERSHIPS TO THE SUBSEQUENT PURCHASERS OF THEIR RESIDENCES OR HOMESITES***

Golf Members who own residences or homesites in Phase I of Longview have the opportunity for the thirty-day period immediately following the closing of the sale of their residences or homesites in Phase I of Longview to request that the Club reissue the resigned member's Golf Membership to the purchaser of their residences or homesites in Phase I of Longview. Such Golf Members have this opportunity even though all of the Golf Memberships have not been issued and even though a resigned membership refund list or a waiting list of persons desiring to obtain a Golf Membership has been established by the Club. If such Golf Member makes this request then the purchaser of his/her residence or homesite in Phase I of Longview shall have the first priority to make application for such Golf Membership. In order for the subsequent purchaser of the residence or homesite in Phase I of Longview to be eligible to apply for the resigned member's Golf Membership, the resigned member must have paid to the Club the membership deposit and all of the dues, fees, clubhouse minimums and other charges in full by the time of transfer. In order to apply for the resigned member's Golf Membership, the purchaser of the residence or homesite in Phase I of Longview must submit an Application for Membership Invitation, be invited and approved for membership, submit a Membership Agreement for a Golf Membership and pay to the Club the membership deposit charged by the Club at that time for a Golf Membership. Purchasers of residences or homesites in Longview are required to pay a membership deposit for a Club Membership. Although the Club shall evaluate the purchaser on the same basis as any other applicant for membership, there is no guarantee or assurance that the Application for

Membership Invitation submitted by the purchaser will be acted upon favorably. The reissuance of a membership to the subsequent purchaser of a Golf Member's residence or homesite in Phase I of Longview, as described herein, is excluded from and is not included in determining when every fifth Golf Membership or every Golf Membership has been issued.

If a Golf Member who owns a residence or homesite in Phase I of Longview resigns from the Club and does not arrange for the purchaser of his/her residence or homesite in Phase I of Longview to obtain his/her membership, the resigned Golf Membership shall be placed on the resigned membership refund list described above for reissuance by the Club.

#### ***MEMBERS WHO PAID A NON-REFUNDABLE MEMBERSHIP FEE***

The membership of any Club Member who paid a non-refundable membership fee to the Club for his/her Club Membership (including any Golf Members, Corporate Members and Social Members) shall not be placed on any membership refund list described above, and such membership shall terminate without refund of any membership fee, dues, fees, clubhouse minimums and other charges previously paid to the Club on the last day of the month following the effective date of membership resignation.

#### ***CLUB'S OPTION TO ACQUIRE RESIGNED GOLF MEMBERSHIPS***

The Club shall have the option to acquire any resigned Golf Membership that has been placed on the resigned membership refund list. If the Club elects to acquire a resigned Golf Membership, the Club shall pay the Transfer Payment to the resigned member and that particular Golf Membership will be added to the Club's reserved memberships for future issuance, and no dues, fees, clubhouse minimums or other charges shall be paid on such memberships until the reserved Golf Membership is reissued by the Club.

#### ***DUES, FEES AND OTHER CHARGES PAID IN ADVANCE WILL BE REFUNDED WHEN A RESIGNED MEMBERSHIP IS REISSUED BY THE CLUB***

Upon the reissuance of a resigned Club Membership by the Club, the Club shall refund to the resigned member any unused dues, fees, clubhouse minimums and other charges paid in advance beginning with the first full month after the resigned Club Membership is reissued by the Club.

#### ***TRANSFER OF CLUB MEMBERSHIP PRIVILEGES UPON THE DEATH OF A MEMBER***

Upon the death of a Golf Member or Social Member who owns a residence or homesite in Longview, the membership privileges will be transferred to the subsequent owner of such residence or homesite as described herein. If the subsequent owner of the residence or homesite in Longview is a surviving spouse then the membership shall be transferred to the surviving spouse without the payment of any additional membership deposit or approval of the surviving spouse. If however, the subsequent owner of the residence or homesite in Longview is not a surviving spouse, then such subsequent owner must submit an Application for Membership Invitation, be approved by the Club, submit a Membership Agreement and the required membership deposit to the Club before membership privileges will be transferred to the new owner. In this event, the subsequent owner of the residence or homesite in Longview shall be subject to the same approval process as any other owner of a residence or homesite in Longview.

Upon the death of a Golf Member, National Member or Social Member who does not own a residence or homesite in Longview, the membership privileges shall automatically be transferred to the surviving spouse without the payment of any additional membership deposit or membership fee. If such deceased member paid a refundable membership deposit for his/her membership and there is no surviving spouse or the surviving spouse does not desire to continue membership privileges, then the membership of the deceased member shall be placed on the appropriate resigned membership refund list described above and reissued by the Club on the same basis as any other resigned membership. Upon the reissuance of such resigned membership the Club shall pay the applicable Transfer Payment to the estate of the deceased member. If, however, such deceased member paid a non-refundable membership fee for his/her membership and there is

no surviving spouse or the surviving spouse does not desire to continue membership privileges, then the membership of the deceased member shall terminate without refund of any membership fee, dues, fees, clubhouse minimums and other charges previously paid to the Club.

Upon the death of a designee of a Corporate Membership then the company may designate another designee approved by the Club to use the membership privileges without the payment of any change of designee fee (however an administrative fee must be paid to the Club).

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the death of a member or designee and may require the execution of such forms as may be deemed necessary by the Club from time to time.

#### ***LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS***

In the event a Golf Member or Social Member who owns a residence or homesite in Longview is legally separated or divorced, the membership at the Club shall vest in the spouse awarded the residence or homesite in Longview.

In the event a Golf Member, National Member or Social Member who does not own a residence or homesite in Longview, is legally separated or divorced, the membership shall remain vested in the person who is designated as the member in the Application for Membership Invitation, unless otherwise agreed and set forth in a written separation agreement or final divorce decree.

Written notice must be given to the Club designating the person who is entitled to continue with the privileges of membership immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club, each spouse shall be jointly and severally responsible for the payment of all dues, fees, clubhouse minimums and other charges associated with such membership. The legally separated spouse or former spouse, as the case may be, who does not continue with the membership shall no longer have any use privileges at The Club at Longview. The Club will not be involved in any dispute and reserves the right to suspend all privileges of membership in the event of disagreement over which spouse retains the membership.

The Club reserves the right, in its sole discretion, to establish such other rules as may be necessary in connection with the transfer of a membership upon the divorce or legal separation of a member and may require the execution of such forms as may be deemed necessary by the Club from time to time.

#### ***H. REPAYMENT OF MEMBERSHIP DEPOSIT***

##### ***NO PORTION OF THE MEMBERSHIP FEE PAID TO THE CLUB FOR A CLUB MEMBERSHIP SHALL BE REFUNDABLE***

No portion of the membership fee paid to the Club for a Golf Membership, Corporate Membership or Social Membership shall be refundable upon the resignation of membership, the suspension of membership, the termination of membership, or under any other circumstances, unless such membership is recalled by the Club as specifically described herein.

##### ***THE CLUB SHALL REPAY 100% OF THE MEMBERSHIP DEPOSIT PAID BY CLUB MEMBERS IN THIRTY YEARS***

The Club shall repay to those Golf Members, National Members and Social Members who have paid a refundable membership deposit to the Club 100% of the actual membership deposit previously paid to the Club for the membership (excluding any amounts credited to the member or waived by the Club at the time the Club Membership was obtained) as set forth in the member's Membership Agreement, without interest, thirty years from the date the member's Membership Agreement is executed by the Club, unless such member has previously been paid a Transfer Payment as described below. The Club's obligation to repay the

membership deposit to the member is set forth in the member's Membership Agreement. No portion of the membership deposit will be repaid to a Club Member prior to the expiration of the thirty-year period unless specifically provided herein and in the member's Membership Agreement.

A Club Member who continues to be a member for thirty years and receives a refund of the membership deposit as described in the preceding paragraph may elect to continue their membership at the end of the thirty-year period. The member will be required to continue to pay the required dues, fees, clubhouse minimums and other charges established by the Club on the same basis as any other member in the same classification of membership. However, any such member who continues their membership at the end of the thirty-year period will no longer be included in any membership cap or limits on the maximum number of members, and such member shall no longer be paid any portion of the membership deposit or Transfer Payment upon the subsequent resignation and reissuance of their membership.

***RESIGNED CLUB MEMBERS WHO HAVE PAID A REFUNDABLE MEMBERSHIP DEPOSIT TO THE CLUB MAY ELECT TO BE PAID A TRANSFER PAYMENT UPON REISSUANCE OF THE RESIGNED MEMBERSHIP IN LIEU OF BEING PAID 100% OF THE MEMBERSHIP DEPOSIT IN THIRTY YEARS***

Upon the proper resignation of a Club Membership prior to the expiration of the thirty-year period for which a refundable membership deposit has been paid or upon written notice to the Club that an eligible Club Member who has paid a refundable membership deposit desires to arrange for the Club to reissue his/her membership to the subsequent purchaser of his/her residence or homesite in Longview prior to the expiration of the thirty-year period, the resigned member may elect to be paid a Transfer Payment described below in lieu of receiving 100% of the actual membership deposit previously paid upon expiration of the thirty-year period. Only those Club Members who have paid a refundable membership deposit for their memberships are eligible to be paid a Transfer Payment. If such resigned member elects this option, the Club shall pay to the resigned member the Transfer Payment within thirty days after the resigned membership is reissued by the Club to a successor member (excluding the transfer of a membership to a surviving spouse upon the death of a member or any transfer of a membership to a spouse upon the divorce of a member), who has been approved for membership and paid the required membership deposit or membership fee in full to the Club. The amount of the Transfer Payment shall be based on the effective date of membership resignation and shall be set forth in the member's Membership Agreement. Even though a resigned member does not elect to be paid the Transfer Payment, the resigned membership shall continue to be placed on the resigned membership refund list and shall be reissued by the Club on the same basis as any other resigned membership and that particular member will be repaid 100% of the actual membership deposit previously paid to the Club upon expiration of such member's thirty-year period.

In the event a Golf Member who owns a residence or homesite in Phase I of Longview is simply resigning his/her Golf Membership and not selling his/her residence or homesite, then the Transfer Payment paid to such resigned Golf Member shall be reduced by the amount of the membership deposit charged by the Club for a Social Membership at the time the resigned member originally acquired his/her Golf Membership. This reduction in the amount of the Transfer Payment paid to such member is necessary since all property owners in Phase I of Longview must maintain at least a Social Membership until the closing of the sale or other transfer of their residences or homesites in Phase I of Longview to another owner. Upon the closing of the subsequent sale or other transfer of such member's residence or homesite in Phase I of Longview and the subsequent owner obtaining a Social Membership, then such member shall be paid another refund equal to the membership deposit deducted from the earlier Transfer Payment paid to such member.

The Club also reserves the right to charge a transfer fee (in an amount established by the Club) to the member at the time a resigned membership is reissued by the Club and the resigned member is paid the Transfer Payment.

Those resigned Club Members who are paid a Transfer Payment will no longer be repaid 100% of the actual membership deposit previously paid to the Club upon expiration of their thirty-year period.

In order for a resigned member to be paid the Transfer Payment, the membership deposit and all dues, fees, clubhouse minimums and other charges owed to the Club must be paid in full. However, the Club shall have the right to offset and to deduct from the Transfer Payment any and all amounts owed to the Club by the resigned member.

The difference, if any, between the membership deposit or membership fee paid to the Club by the new member and the Transfer Payment paid to a resigned member shall be retained by the Club.

***CLUB MAY CHANGE AMOUNT AND TIMING FOR PAYMENT OF THE TRANSFER PAYMENT***

The Club may change the amount of the Transfer Payment to be paid and the terms of payment of the Transfer Payment for unissued memberships at The Club at Longview including the reissuance of resigned Club Memberships. Any such change will not affect the members of the Club who have obtained a membership prior to the time the change takes effect.

***IN CASES OF HARDSHIP, THE CLUB MAY PAY THE TRANSFER PAYMENT AT AN EARLIER DATE***

The Club is not obligated to reissue a resigned Club Membership or pay any portion of the Transfer Payment under any circumstances other than those described above. However, the Club may pay a member's Transfer Payment or any portion thereof, waive dues for a period of time or take any other action, in those hardship situations deemed appropriate by the Club, in its sole discretion.

***I. DUES, FEES AND CHARGES***

***THE MEMBERSHIP YEAR OF THE CLUB IS JANUARY 1 TO DECEMBER 31***

The Club's membership year will constitute the twelve-month period commencing January 1 and ending December 31, unless otherwise established by the Club.

***DUES, FEES AND CHARGES ESTABLISHED BY THE CLUB***

The Club will establish the amount of dues, fees, clubhouse minimums, and other charges to be paid by each member from time to time. The amount of dues payable by each member will depend upon the classification of membership and/or dues category selected. In order to properly maintain the Club Facilities and assure members of continued quality facilities and services, dues will be based on member demand, market conditions and other pertinent factors.

The dues charged to any Club Membership shall not increase on a cumulative basis by more than ten percent per annum, except as provided herein. Any proposed increase in excess of this amount must first be approved by a majority vote of all outstanding dues-paying Golf Members, National Members, Social Members and designees of Corporate Memberships that would be subject to such higher increase. In the event such higher increase is approved by the required vote then all members and designees that were permitted to vote on such higher increase will be subject to such increase that is approved by the vote (whether or not a particular member or designee voted for or against the proposed higher increase). For this purpose only, each Golf Member, National Member, Social Member and designee of Corporate Memberships that would be subject to such higher increase will be permitted one vote.

The dues paid by Golf Members, National Members and those designees of Corporate Memberships who pay the same dues as a Golf Member include (i) use of one locker, (ii) use of the golf bag storage area for one bag, and (iii) use of the golf practice range, without the payment of any additional charge. The payment of dues, fees, charges, clubhouse minimums, state taxes, service charges and other personal charges that the Club may establish from time to time is required to obtain and maintain membership privileges at The Club at Longview and is not considered an operating assessment or capital assessment.

The obligation to pay dues is not dependent on the availability of all the facilities or the frequency of use. Repair and maintenance of the facilities and/or other occurrences may make it necessary for the Club to change hours of use or restrict the use of the facilities or to close certain facilities temporarily. The Club will not reduce or suspend dues during the time when the facilities, in whole or in part, are not available.

***DUES SHALL BE PAYABLE IN ADVANCE***

Dues shall be payable in advance on or before the first day of each billing period established by the Club, in the sole discretion of the Club. Dues may be billed on a monthly, quarterly, bi-annual or annual basis in the sole discretion of the Club.

The Club reserves the right to contract with the property owners association organized on behalf of persons who own residences or homesites within Longview to collect the required membership dues from those members who own residences or homesites in Longview and to remit such amount to the Club.

***PAYMENT OF DUES BY RESIGNED CLUB MEMBERS***

Golf Members who own residences or homesites in The Estates and Social Members who own residences or homesites in Phase I of Longview shall be obligated to continue to pay dues, fees, clubhouse minimums, and other charges associated with their memberships until the closing of the sale or other transfer of their residences or homesites in Longview to another owner. Golf Members who own residences or homesites in Phase I of Longview who have resigned their Golf Membership (although they must remain a Social Member until the closing of the sale or other transfer of their residences or homesites in Phase I of Longview to another owner), shall be obligated to continue to pay dues, fees, clubhouse minimums, and other charges associated with their resigned Golf Memberships until the reissuance of such resigned memberships by the Club.

Those Golf Members, National Members and Social Members who do not own residences or homesites in Longview who have paid a refundable membership deposit for their memberships and have resigned membership privileges, shall be obligated to continue to pay dues, fees, clubhouse minimums, and other charges associated with their resigned memberships until the reissuance of their resigned memberships by the Club. Those Golf Members, National Members and Social Members who do not own residences or homesites in Longview who have paid a non-refundable membership fee and have resigned membership privileges, shall be obligated to continue to pay dues, fees, clubhouse minimums, and other charges associated with their resigned memberships until the last day of the month following the effective date of membership resignation.

A resigned member shall be permitted to use the Club Facilities as long as dues, fees, clubhouse minimums and other charges continue to be paid.

***SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES FOR NON-PAYMENT OF DUES, FEES, CLUBHOUSE MINIMUMS AND OTHER CHARGES AND VIOLATION OF CLUB RULES***

The opportunity to charge to a club account is extended as a privilege of membership at The Club at Longview and is subject to continuing review and approval by the Club. Monthly statements reflecting all activity including all dues, fees, clubhouse minimums and other charges incurred by the member and all payments received by the Club will be closed on the last day of each month and will normally be sent to the members within five days. All statements are due and payable upon receipt and shall be deemed delinquent if payment is not received by the twentieth day of the month in which the statement is sent. In addition, the Club reserves the right to eliminate the use of club accounts and monthly billings and to require that all dues, fees, clubhouse minimums, and other charges be charged to a member's personal credit/debit card or by automatic bank draft.



The failure of any member to timely pay his/her club account in a timely manner, the failure to pay all amounts of the membership deposit or membership fee when due or any other amount owed to the Club in a proper and timely manner, and the violation of the terms of this Plan for the Offering of Memberships or the Rules and Regulations shall constitute grounds for disciplinary action deemed appropriate by the Club, including but not limited to, the suspension or termination of membership privileges at The Club at Longview, as further provided in the Rules and Regulations. The Club and any property owners association shall have the authority to file liens on a Club Member's residence or homesite in Longview to the full extent provided in the Master Declaration of Covenants, Conditions and Restrictions for Longview and applicable law. A delinquent club account will be charged a late fee and/or interest in an amount established by the Club each month the account remains delinquent until paid in full; and the Club may in its sole discretion take whatever additional action it deems necessary to effect collection of a delinquent club account.

No member shall be entitled to a refund of any membership deposit or membership fee, dues, fees, clubhouse minimums, and other charges previously paid to the Club as a result of the suspension or termination of membership privileges. In the event a Club Membership is terminated, then the member shall lose all membership privileges to use the Club Facilities and shall forfeit any membership deposit or membership fee, dues, fees, clubhouse minimums, and other charges previously paid to the Club. Upon termination of a membership held by a person who owns a residence or homesite in Longview, the dues obligation of the membership shall continue to accrue until the closing of the sale or other transfer of such individual's residence or homesite in Longview to another owner.

The Club shall be entitled to collect from the member any and all costs and expenses incurred by the Club in attempting to collect any amount(s) owed to the Club, including reasonable attorneys' fees and court costs, regardless of whether legal action is filed.

#### ***MEMBERS MAY BE SUBJECT TO ASSESSMENTS***

The Club, in its sole discretion, has the right to make an assessment on Club Members (without the approval of the Club Members or any particular member) at any time for cash operating shortfalls incurred in the operation of the Club Facilities and for capital improvements or repairs to the Club Facilities that are deemed necessary and appropriate by the Club. The amount of a particular assessment charged to Golf Members, National Members, Corporate Members and Social Members shall be established by the Club and may be different in the sole discretion of the Club. However, in no event shall the total amount of all such assessments per member or designee during any particular membership year exceed two thousand five hundred dollars (subject to increases set forth herein). This limitation on the amount of assessments charged to members and designees during any membership year shall increase ten percent per annum on a cumulative basis. Any proposed assessment in excess of the amount determined above must first be approved by a majority vote of all outstanding dues-paying Golf Members, National Members, Social Members and designees of Corporate Memberships that would be subject to such higher assessment. In the event such higher assessment is approved by the required vote then all members and designees that were permitted to vote on such higher assessment will be subject to such assessment that is approved by the vote (whether or not a particular member or designee voted for or against the proposed higher assessment). For this purpose only, each Golf Member, National Member, Social Member and designee of Corporate Memberships that would be subject to such higher assessment would be permitted one vote.

The failure to pay an assessment charged by the Club shall subject the member and designee to such disciplinary action as may be deemed appropriate by the Club, including but not limited to, the suspension and termination of membership privileges.

#### ***RESPONSIBILITY FOR MEMBERSHIP AT THE CLUB AT LONGVIEW***

Each Club Member and designee shall be responsible for his/her conduct and the conduct of his/her immediate family members and guests when using the Club Facilities and shall be directly and fully responsible to the Club for all personal injuries and/or property damages that are caused by the member or designee and his/her immediate family members and guests; and the Club shall not be responsible or liable

for any personal injuries and/or property damages occurring at the Club Facilities, including but not limited to, those resulting from the actions of other members, designees, family members, guests, and other users.

## ***J. CLUB OPERATIONS***

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

The Club currently manages and operates the Club Facilities. The Club is responsible for the operation of the Club Facilities and has the exclusive authority to accept members, establish membership deposits and membership fees, dues, fees, clubhouse minimums, and other charges, establish rules and regulations and control the management and affairs of the Club Facilities. The Club reserves the right to retain a professional management firm to manage and operate the day-to-day affairs of the Club Facilities.

The Club shall retain all operating surplus resulting from operation of the Club Facilities.

Club Members are not permitted to become involved in the management and operation of the Club or the Club Facilities.

The Club may enter into an agreement with the property owners association to maintain the common areas owned and controlled by the property owners association and the Club shall be paid a fee for providing this service.

If the operation of any of the Club Facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, acts of terrorism, strikes or other labor difficulties, shortages or the failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within the control of the Club, whether or not specifically mentioned herein, the Club shall be excused, discharged and released from performance to the extent that the performance or obligation is so limited or prevented by such occurrence without liability of any kind.

## ***K. ADVISORY BOARD OF GOVERNORS***

### ***ADVISORY BOARD OF GOVERNORS COMPOSED OF MEMBERS SHALL ACT AS A LIAISON***

The Club has established an Advisory Board of Governors whose purpose includes fostering good relations between the members of the Club and management of the Club Facilities and providing member input on programs and activities provided at The Club at Longview. The Advisory Board of Governors is composed of Club Members appointed by the Club and serve staggered terms established by the Club.

The Advisory Board of Governors has no duty or power to negotiate or otherwise act on behalf of the Club, its management or the members of the Club and serves only in an advisory capacity as a liaison between members of the Club and management of the Club Facilities, except as otherwise set forth herein.

### ***THE GENERAL ROLE AND RESPONSIBILITY OF THE ADVISORY BOARD OF GOVERNORS***

In general, the role and responsibility of the Advisory Board of Governors include the following:

- \* To develop, preserve and enhance the Club's membership roster,
- \* To advise on modifications to the Rules and Regulations,
- \* To advise on questions of conduct, mode of dress and other related disciplinary matters,
- \* To advise on the needs and interests of the membership,

- \* To advise management of the Club Facilities in the establishment of Club committees and the responsibilities of each Club committee,
- \* To advise management of the Club Facilities in the organization of member events and programs at The Club at Longview, and
- \* To participate in and attend Club events and programs for the membership.

***THE ADVISORY BOARD OF GOVERNORS MEETS WITH MANAGEMENT OF THE CLUB FACILITIES ON A PERIODIC BASIS***

Management of the Club Facilities meets with the Advisory Board of Governors on a periodic basis to discuss the operation of the Club Facilities. The members of The Club at Longview are encouraged to utilize the Advisory Board of Governors by voicing their suggestions and concerns through the Advisory Board of Governors.

***CLUB COMMITTEES***

The Club may establish such other advisory committees consisting of Club Members as it deems appropriate, including but not limited to, Golf Committee, Tennis Committee, Pool Committee and Social Committee. Management of the Club Facilities shall meet with these committees on a periodic basis to discuss the operation of the Club Facilities and the formulation of programs for members. Each of the committees shall submit their recommendations to the Club for review and approval.

All committees shall act as advisory committees only. The chairmen of each committee may appoint from the members of the committees such sub-committees as they deem desirable. All sub-committees shall report directly to the committee as a whole, which shall approve, amend or disapprove the report of the sub-committee.

***L. OTHER MEMBERSHIPS AND USE PRIVILEGES***

***HONORARY MEMBERSHIPS***

No more than twenty Honorary Memberships may be issued to persons designated by the Club from time to time. These memberships are in addition to all other Club Memberships at The Club at Longview and shall be available on terms and conditions and allow such privileges as shall be established by the Club from time to time. Honorary Memberships may be recalled at any time by the Club and a new user designated to use the membership privileges from time to time.

***FOUNDER MEMBERSHIPS***

No more than twenty-five Founder Memberships may be issued to persons designated by the Club from time to time. These memberships are in addition to all other Club Memberships at The Club at Longview and shall be available on terms and conditions and allow such privileges as shall be established by the Club from time to time. These Founder Memberships may be allowed to be transferred to an immediate family member one time during the term of the membership, may be refundable in the discretion of the Club, and may or may not be required to pay dues. Founder Memberships may be issued by the Club on a lifetime basis or may be issued on a recallable basis. Those Founder Memberships issued by the Club on a recallable basis may be recalled at any time by the Club and a new user designated to use the membership privileges from time to time.

***PROMOTIONAL USE OF THE CLUB FACILITIES, TOURNAMENT PLAY, SPECIAL EVENTS AND GROUP OUTINGS***

The Club has the right to designate persons to use any or all of the Club Facilities, including the golf facilities, for any purpose and upon such terms and conditions as are established from time to time by the Club. In addition, the Club may allow use of the golf course, golf practice facilities and clubhouse facilities (except any areas that may be designated as member-only) by non-member users and other Club guests from time to time on a space available basis upon payment of the required use fees and compliance with the rules established by the Club. The persons designated to use the Club Facilities may include, without limitation, persons who are prospective members at The Club at Longview, persons who are prospective purchasers of residences or homesites in Longview, persons who are involved in special events held at The Club at Longview, and employees at The Club at Longview.

The Club shall have the right at any time to hold promotional and other special events, including golf tournaments, charity events, corporate outings and other group outings, and to promote Longview and The Club at Longview in advertisements and promotional materials by making reference to The Club at Longview and the availability of memberships. The Club reserves the right, in its sole discretion, to restrict or otherwise reserve in advance the Club Facilities or any portion thereof, including the golf, tennis and clubhouse facilities, for maintenance, tournaments, charity events, corporate and other group outings and other special events from time to time.

***M. ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES***

***ACKNOWLEDGEMENT OF MEMBERSHIP PRIVILEGES***

The Club at Longview, LLC, a North Carolina limited liability company, is leasing the underlying land from PAWG Land Associates, LLC, a North Carolina limited liability company, on which the Club Facilities have been constructed and currently operates the Club Facilities. Membership at The Club at Longview is non-equity and non-participatory and is not an investment in the Club, PAWG Land Associates, LLC or the Club Facilities and does not provide the member with an equity or ownership interest or any other property interest in the Club, PAWG Land Associates, LLC or the Club Facilities. Membership does not imply any right or privilege to participate in or to administer business policies of the operation or maintenance of the Club Facilities. Membership at The Club at Longview allows the member to use certain of the Club Facilities, but does not grant to the member a vested or prescriptive right or easement to use the Club Facilities. Members do not have any interest in the income of the Club or PAWG Land Associates, LLC and do not have the right to receive any of the assets of the Club or PAWG Land Associates, LLC if either the Club or PAWG Land Associates, LLC is dissolved. A member only obtains a non-exclusive revocable license to use the Club Facilities in accordance with the terms of this Membership Plan, as amended.

***MODIFICATION AND TERMINATION OF MEMBERSHIP PLAN***

The Club reserves the right to reserve Club Memberships for persons determined solely by the Club, to discontinue operation of any or all of the Club Facilities, to terminate the Membership Plan, to terminate all memberships at The Club at Longview or any particular membership (selectively, if so desired by the Club) at The Club at Longview with or without cause, and to sell, lease or otherwise dispose of the Club Facilities, in whole or in part, to an equity member-owned club or to any other third party. In the event this Membership Plan or any particular membership that has paid a refundable membership deposit is terminated without cause, the affected member(s) will be repaid one hundred percent of the actual membership deposit previously paid to the Club, if any, without interest within sixty days of such termination.

In addition, the Club further reserves the right to amend and modify this Plan for the Offering of Memberships in any manner it deems appropriate provided such amendments and modifications are not materially adverse to the privileges of the Golf Members in the sole discretion of the Club. All members agree to be bound by any changes to this Membership Plan. Any amendment or modification to this Plan for the Offering of Memberships which is materially adverse to the privileges of the Golf Members in the sole

discretion of the Club must be approved by a majority of the affected Golf Members. For this purpose only, each such Golf Member shall be permitted one vote.

### ***DONATION OF CONSERVATION EASEMENT***

The Club and PAWG Land Associates, LLC may donate a conservation easement over substantially all of the golf course property to a qualified conservation organization. The easement will require that the golf course land be maintained in perpetuity as open recreational space, will require the preservation of certain fish, wildlife and plant ecosystems on the golf course property, and will prohibit commercial or residential development of the golf course property. The easement will be binding on any subsequent purchaser or owner of the golf course property, including the Club Members or any entity organized on behalf of the Club Members. Club Members will not be entitled to any tax deductions or credits or other tax benefits which may arise from the creation and donation of a conservation easement.

### ***CLUB MEMBERS HAVE THE OPPORUTNITY TO NEGOTIATE TO PURCHASE THE CLUB FACILITIES***

In the event the Club desires to sell the Club Facilities to an unrelated third party purchaser, the Club shall provide written notice to the Advisory Board of Governors and mail such notice to the Club Members of its desire to sell the Club Facilities. The notice from the Club to the Club Members shall inquire as to whether the Club Members are interested in negotiating, in good faith, to purchase the Club Facilities on terms mutually acceptable to all parties. The members of the Club through an organized group representing the Club Members shall have thirty days from the date of such written notice from the Club to negotiate with the Club the terms and conditions of the sale of the facilities including the purchase price, payment of the purchase price, and any contingencies, and to execute a purchase agreement. Any purchase agreement entered into with the Club Members or with an entity organized by the Club Members for the purpose of acquiring title to the Club Facilities must contain a condition to closing that at least sixty percent of all of the then existing Golf Members and sixty percent of all of the then existing Social Members are in favor of and participate in the purchase of the facilities. If the Club and representatives of the Club Members have not agreed upon the terms and conditions of the sale of the Club Facilities and have not executed a purchase agreement within the thirty day period described above or have not closed the purchase agreement within sixty days from the date of the original notice from the Club, then the Club shall have no further obligations to negotiate with the Club Members and may proceed to consummate the sale of the Club Facilities to any party, without the consent or approval of the Club Members or any classification of membership, upon such terms and conditions, including the purchase price, the Club deems appropriate in its sole discretion.

### ***SUBSEQUENT PURCHASER OF THE CLUB FACILITIES***

Any subsequent purchaser of the Club Facilities from the Club shall acquire the Club Facilities, subject to all of the terms and conditions of this Membership Plan, as it may be amended from time to time, unless the Membership Plan is terminated as described above prior to the closing of the proposed acquisition. No sale or other transfer of the Club Facilities shall void any Club Membership nor will it provide any Club Member with the right to resign and receive a refund of the membership deposit or membership fee, or any portion thereof. In the event the Club sells the Club Facilities to a third party or converts the Club Facilities to an equity member-owned club, the Club may assign its rights and obligations under this Membership Plan and the Applications for Membership Invitation and Membership Agreements to the subsequent purchaser, in which event the Club shall be released from all liability under this Membership Plan, Applications for Membership Invitation and the Membership Agreements.