

TIMBERLINE GOLF CLUB

MEMBERSHIP PLAN

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MEMBERSHIP PLAN OVERVIEW

MISSION STATEMENT

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

MEMBERSHIP OPPORTUNITY

This Amended and Restated Membership Plan, dated March 2009, describes the membership opportunities in Timberline Golf Club (the "Club"). The Club is a semi-private golf club, located in Calera, Alabama featuring exceptional golf facilities.

MEMBERSHIP CATEGORIES

The Club is offering a limited number of memberships in the following categories: Golf Memberships, and Sports Memberships. The Club will also offer the following classifications of Golf Membership: Founder, Golf, Resident Golf, Junior and Corporate Memberships, with privileges as more fully described later in this Membership Plan.

SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities, membership in the Club currently offers a number of attractive benefits, including:

- **Refundable Membership Deposit.** One hundred percent (100%) of the membership deposit actually paid for a refundable membership is refundable upon resignation and reissuance of the membership, as provided for in this Membership Plan.
- **Immediate Family Privileges.** A member, his or her spouse and their unmarried children, under the age of 23 who are living at home, attending school on a full-time basis or in the military are entitled to membership privileges without having to pay additional membership dues.
- **Extended Family Privileges.** The parents, adult children, grandparents and grandchildren of the member and spouse and the spouses of such family members are also entitled to use the Club Facilities upon payment of reduced greens fees and any applicable user fees.
- **Resigned Memberships Reissued Prior to Membership Sell-Out.** Resigned members do not have to wait until all new memberships in the Club have been issued before their refundable membership is reissued and receive their refund.

Every fourth refundable membership within a category will be a resigned membership from the waiting list.

- **Transferability of Memberships.** Refundable memberships are transferable through the Club to the subsequent purchaser of a member's residence or homesite in the Timberline community or other designated communities as hereinafter defined.
- **No Assessments.** Members are not subject to either operating or capital assessments.
- **Club Newsletter.** Members will receive a periodic newsletter containing information about events and activities at the Club and other items of interest.
- **Website.** The Club's website located at www.timberlinegc.com provides members with exclusive access to important up to date club information.

The Club reserves the right to change or eliminate certain membership benefits from time to time.

CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

Every person who desires to obtain a membership, or owns or purchases a residence or homesite within the Timberline community should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN

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

MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES

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

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

APPLICATION PROCEDURE

Each person who desires to become a member must mail or deliver to the Membership Director a fully completed and signed Membership Agreement, along with a check for the required membership deposit or initiation fee. In the event the Membership Agreement is not acted upon favorably, the membership deposit or initiation fee will be refunded, without interest.

MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding membership in the Club or this Membership Plan and referenced documents should be directed to the Membership Director at the Membership Office or by calling (205) 668-7888. You may call or visit the Membership Office, conveniently located at 300 Timberline Trail, Calera, Alabama. No appointment is necessary. You may also visit our website at www.timberlinegc.com.

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March, 2009

MEMBERSHIP FEATURES AND FACILITIES

INTRODUCTION

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

CLUB FACILITIES

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

- 18-hole championship golf course designed by Jerry Pate;
- Driving range and practice putting green; and
- Clubhouse, featuring a mixed grille, dining room, complete golf shop and men's and women's locker rooms.

ADDITIONAL CLUB FACILITIES

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

OWNERSHIP AND OPERATION OF CLUB FACILITIES

Timberline Golf Club, LLC, an Alabama limited liability company (the "Company"), owns and operates the Club Facilities. The Company and the Club are hereinafter sometimes collectively referred to as the "Club".

MEMBERSHIP CATEGORIES AND PRIVILEGES

CATEGORIES OF MEMBERSHIP

The Club is offering a limited number of memberships in the following categories: Golf Memberships, and Sports Memberships. The Club will also offer the following classifications of Golf Membership: Founder, Golf, Resident Golf, Junior and Corporate Memberships.

The Club may offer certain other memberships and use privileges as described in the "Other Memberships and Use Privileges" provision in this Membership Plan.

FOUNDER MEMBERSHIP

Certain persons designated by the Company who acquire a Golf Membership in the Club will be known and recognized as "Founder Members." Founder Members will have the same privileges as Golf Members. The maximum number of Founder Members

is limited to those members who purchased their memberships before the opening of the Jerry Pate designed golf course.

GOLF MEMBERSHIP

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

RESIDENT GOLF MEMBERSHIP

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

CORPORATE MEMBERSHIP

The Club may offer a limited number of memberships to actual legal, business entities, as determined by the Club from time to time, in its sole discretion. Each Corporate Membership will count as one Golf Membership against the membership cap. Each Corporate Membership will entitle the Corporate Member to designate up to three persons to use the Club Facilities. The Club reserves the right, in its sole discretion, to allow additional designees from time to time. Each designated user of the Corporate Membership will be required to pay the same dues and will be entitled to use the Club Facilities on the same basis as a Golf Member. Each Corporate Member and its designated users must complete and submit a Corporate Membership Agreement and Corporate Designee Membership Agreement, respectively, as provided by the Club and such other forms as may be requested by the Club to verify the Corporate Member's status as a bona fide business entity. Each designated user must be an owner, director, officer, partner, shareholder or employee of the entity and will be subject to approval of the Club, in its sole discretion. Each Corporate Member will be responsible for any unpaid dues, fees and other charges incurred by its designated users. A Corporate Member may change one or more of the designated users one time per membership year, upon payment of a redesignation fee and subject to the terms and conditions established by the Club from time to time.

JUNIOR MEMBERSHIPS

Junior Memberships will be offered to any member under the age of 35. Junior Members will have the same privileges as Golf Members, but shall only be required to pay a portion of the membership deposit, as determined by the Club from time to time in its sole discretion and set forth in the Junior Membership Agreement, until their 35th birthday. Upon reaching their 35th birthday, Junior Members will be required to pay the difference between the then current membership deposit and the amount of membership deposit previously paid to become a Junior Member.

SPORTS MEMBERSHIP

Each person who acquires a Sports Membership will be entitled to use all of the facilities of the Club. Sports Members will be required to pay preferred greens fees and golf cart fees for use of the golf course. Sports Members will be entitled to reserve golf starting times ten days in advance. Sports Members will pay a non-refundable initiation fee for their Sports Membership. Sports Memberships are not subject to the following provisions of this Membership Plan: *Membership Deposit Required to Acquire a Membership, Transfer of Membership to the Club, Transfer Upon Sale of Residence or Homesite, Transfer Through Waiting List and Prorated Dues and Fees Upon Reissuance of Membership.* With the exception of the provisions above, all other provisions set forth in this Membership Plan apply to Sports Memberships, except as specifically set forth in such provisions.

RULES AND POLICIES

In order to enhance the recreational and social pleasure of members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities.

UPGRADE OF MEMBERSHIP

Members may upgrade to a higher category of membership, in the sole discretion of the Club, if the higher category of membership is then available and not reserved. In order to upgrade, the member shall pay to the Club the difference between the membership deposit or initiation fee previously paid by the member for the lower category of membership and the membership deposit then charged for the higher category of membership.

DOWNGRADE OF MEMBERSHIP

The Club reserves the right to allow a member to downgrade to a lower category of membership. Downgrades of membership will only be permitted on such terms and conditions as approved by the Club, which approval shall be in the Club General Manager's sole discretion and may be conditioned or withheld for any reason.

NUMBER OF MEMBERSHIPS

LIMIT ON NUMBER OF MEMBERSHIPS

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

| <u>Membership Category</u> | <u>Number of Memberships</u> |
|----------------------------|------------------------------|
| Golf Membership | 425 |

| <u>Membership Category</u> | <u>Number of Memberships</u> |
|----------------------------|--|
| Resident Golf Membership | Limited to Residents (In addition to Golf Membership Cap) |
| Sports Membership | 250 |
| Corporate Membership | Included in Golf Cap |
| Junior Membership | Included in Golf Cap, Resident Golf Cap or Sports Cap, as applicable |

The Club may, in its sole discretion, further limit the number of memberships available in any category of membership as the Club determines appropriate from time to time.

FAMILY AND GUEST PRIVILEGES

IMMEDIATE FAMILY PRIVILEGES

A member's immediate family will be entitled to use the Club Facilities on the same basis as the member. A member's immediate family will include the member's spouse and their unmarried children under the age of 23 who are living at home, attending school on a full-time basis or serving in the military.

PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER

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

EXTENDED FAMILY PRIVILEGES

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

GUEST PRIVILEGES

Members may have accompanied guests use the Club Facilities in accordance with the member's category of membership and the Rules and Regulations of the Club. The member will be responsible for the payment of charges incurred but not paid by his or her guests including any applicable daily guest fees established by the Club from time to time. Guests will receive a discount on greens fees only if accompanied by the member. Members will also be responsible for the deportment of their guests.

OFFERING OF MEMBERSHIPS

OFFERING OF MEMBERSHIPS

Memberships will be offered to initial purchasers of a residence or homesite in the Timberline community or in such other communities as may be designated by the Company from time to time, hereinafter collectively referred to as the "Community", and other such persons as the Club determines appropriate from time to time.

RESERVED MEMBERSHIPS

All of the unissued memberships will be reserved by the Club and will not be considered to be available memberships in the Club. The Club may not be compelled to sell a reserved membership. The Club may issue a reserved membership to any person which the Club, in its sole discretion, determines appropriate from time to time, including persons who do not own a residence or homesite in the Community.

INITIAL PURCHASERS OF RESIDENCES OR HOMESITES

Each initial purchaser of a residence or homesite in the Community may at any time within 60 days from the date of his or her real estate contract, apply for a membership in the Club, provided the Club has a membership for sale. Payment of the required membership deposit or initiation fee shall be due upon closing. The number of memberships in each category is limited and available memberships in each category will generally be issued on a first-come, first-served basis. Any initial purchaser who does not apply for a membership within 60 days from the date of his or her real estate contract may apply for a membership at a later date only if one is available and not otherwise reserved by the Club, and only upon payment of the membership deposit or initiation fee which is in effect at the time the membership is acquired. OWNERSHIP OF A RESIDENCE OR HOMESITE DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB FACILITIES, OR TO ACQUIRE A MEMBERSHIP IN THE CLUB AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE CLUB FACILITIES.

MEMBERSHIP PRIVILEGES PRIOR TO CLOSING

The Club may allow the initial purchaser of a residence or homesite in the Community to use the Club Facilities as a temporary member prior to the closing on his or her residence or homesite. The person will be required to pay the applicable monthly dues, fees and other charges established by the Club from time to time. In the event the purchaser does not close on the residence or homesite, the Club may terminate the membership privileges by returning to the person the unused portion of any dues, fees and charges paid by the person in advance for the remainder of the membership year. In this event, a membership will thereafter be made available to the person only in the discretion of the Club.

OWNERSHIP OF MULTIPLE RESIDENCES OR HOMESITES

If a person acquires two or more residences or homesites in the Community, the purchaser should acquire a membership for each residence or homesite for which membership privileges are desired. If the person does not acquire a membership for each residence or homesite, the Club will not guarantee that a membership will be available for the residence or homesite at a later date. Persons who acquire two or more contiguous lots but who construct only one residence may desire only one membership. If a membership is not acquired for the contiguous lot and the contiguous lot is subsequently sold, then the purchaser of the contiguous lot must acquire a membership if the purchaser is to be permitted to use the Club Facilities. The purchaser of the contiguous lot will be able to acquire a membership only if one is available and not reserved.

WAITING LIST

If memberships are not available, the Club will establish a waiting list of those persons who have notified the Club in writing of their desire to purchase a membership. Property owners in the Community will have priority over non-property owners to acquire any available memberships.

MEMBERSHIP HELD IN NAME OF LEGAL ENTITY

For the convenience of members, a membership may be held in the name of a corporation, partnership, trust or other form of multiple ownership (collectively, the "entity"). The entity must designate one individual or family who will have the right to use the membership. The designated individual or family may not be changed, except the entity may change the designated user to the designated user's spouse upon the death of the designated user, subject to approval of the spouse as a designated user. The designated user must submit a Membership Agreement and will be subject to the approval of the Club. The designated user must be a bona fide director, officer, partner, shareholder or employee of the entity, or a beneficiary, trustee or settlor of the entity if the membership is held in the name of a trust, and must pay the required dues and charges. No person other than the designated user and his or her immediate family will be entitled to simultaneously use the membership.

MEMBERSHIP DEPOSIT

MEMBERSHIP DEPOSIT OR INITIATION FEE REQUIRED TO ACQUIRE MEMBERSHIP

Each person who desires to acquire a membership, other than a Sports Membership, will be required to pay a refundable membership deposit determined by the Club from time to time. Membership deposits are not transferable, except as specifically provided in this Membership Plan, and are refundable only in accordance with this Membership Plan, the Rules and Regulations of the Club and the Membership Agreement.

Each person who desires to acquire a Sports Membership will be required to pay a non-refundable initiation fee determined by the Club from time to time.

REFUND OF MEMBERSHIP DEPOSIT

The membership deposit actually paid by a member will be refunded, without interest, 30 years after the date the membership is issued by the Club.

If a member resigns prior to the end of the 30-year period, the membership deposit paid by a member will be refunded, without interest, within 30 days after the reissuance of the resigned membership by the Club to a new member, in accordance with the "Transfer of Membership" provision in this Membership Plan.

The Club's obligation to the member shall be evidenced by the Membership Agreement. Upon the reissuance of a resigned membership to a new member, a new 30-year period begins on the date the new membership is reissued. The difference between the amount paid by the new member and the amount refunded to the resigning member will be retained by the Club.

The initiation fee paid by a Sports Member for a Sports Membership is not refundable to the member.

MEMBER MAY CONTINUE MEMBERSHIP AT END OF THIRTY YEARS

A member who continues to be a member for 30 years may elect to continue his or her membership at the end of the 30-year period until the member subsequently resigns from the Club by paying the applicable membership dues, fees and charges. Any member who elects to continue his or her membership at the end of the 30-year period will not be counted toward any cap or limits on the total number of members or the number of members in any category.

DEDUCTION OF AMOUNTS OWED TO CLUB

The Club will deduct from any amount to be repaid to the member any amount which the member owes the Club.

TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP

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

TRANSFER OF MEMBERSHIP

TRANSFER OF MEMBERSHIP TO CLUB

A member may transfer his or her refundable membership only to the Club by resigning the membership and arranging for the Club to reissue the membership. Should a member desire to resign from the Club, the member shall be required to give written notice to the Club. Resignation of a member is irrevocable, unless otherwise determined by the Club.

TRANSFER UPON SALE OF RESIDENCE OR HOMESITE

A member who resigns from the Club upon the sale of his or her residence or homesite in the Community may arrange for the Club to reissue his or her refundable membership to the subsequent purchaser of his or her residence or homesite in the Community regardless of whether all of the memberships in that category have been issued and regardless of whether there are any resigned memberships on the waiting list. The subsequent purchaser desiring the resigned membership will be required to submit a Membership Agreement, will be subject to the approval of the Club and will be required to pay the membership deposit which is then in effect. The subsequent purchaser must acquire the membership within 30 days of the real estate closing.

TRANSFER THROUGH WAITING LIST

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

- (a) Prior to the initial sale of all memberships within a membership category, every fourth membership issued in that category (1 in 4) will be a resigned membership from the waiting list, provided there is a resigned membership on the waiting list. The other three memberships sold will be from the Club's unissued memberships. This procedure allows the reissuance of resigned memberships prior to the issuance of all memberships in the Club.

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

TRANSFER TO NEW PROPERTY WITHIN THE COMMUNITY

If a member who is a property owner in the Community purchases another residence or homesite from the Company or its approved builders in the Community, the membership can be transferred to the new residence or homesite. Additionally, the purchaser of the member's property in the Community can then acquire a reserved membership for the then current membership deposit from the Club, if one is available and the purchaser is approved for membership.

REPURCHASE OF MEMBERSHIPS UNDER OTHER CIRCUMSTANCES

The Club may, in its sole and absolute discretion, repurchase a resigned refundable membership which is not being transferred to the subsequent purchaser of the resigning member's residence or homesite in the Community, by paying to the resigned member, the membership deposit previously paid by the resigned member. Any membership so purchased shall be added to the Club's reserved memberships. The Club is not obligated to repurchase a membership under any circumstances, but the Club may do so in its sole and absolute discretion.

TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER

Upon the death of a member, the membership will be transferred to the member's surviving spouse without the payment of any additional membership deposit or initiation fee. If there is no surviving spouse or the surviving spouse does not desire to continue the membership, the membership will be deemed to have been resigned and will be reissued by the Club on the same basis as any other resigned membership.

LEGAL SEPARATION OR DIVORCE OF MARRIED MEMBERS

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

DUES AND CHARGES

DUES, FEES AND CHARGES

The Club will determine the amount of dues, fees and charges to be payable by members each year. Dues shall be payable on a monthly basis on or before the first day of each month, or on an annual basis on or before the first day of the membership year, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Club Facilities are indicated on the Schedule of Dues, Fees and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club.

NO ASSESSMENTS AGAINST MEMBERS

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

MEMBERSHIP YEAR

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

PAYMENT OF DUES BY RESIGNED MEMBER

A member who has resigned a refundable membership shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until the earlier of: (i) the reissuance of the membership by the Club, or (ii) 6 months after the date of resignation. A member who has resigned a non-refundable membership shall be obligated to continue to pay dues, fees and other charges associated with the resigned membership until 6 months after the date of resignation. A resigned member in good standing shall be permitted to use the Club Facilities as long as the dues, fees and other charges continue to be paid by the resigned member.

PRORATED DUES AND FEES UPON REISSUANCE OF MEMBERSHIP

If a refundable membership is reissued during a membership year, the resigned member shall be entitled to a refund of a pro rata portion of any dues and other fees paid in advance for which services have yet to be rendered.

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

Membership in the Club permits the member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club is

not an investment in the Company or the Club Facilities and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Company or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement. All rights and privileges of members under this Membership Plan, the Rules and Regulations and the Membership Agreement, are subordinate to the lien of any mortgage encumbering the Club Facilities from time to time.

The Club reserves the right, in its sole discretion, to terminate or modify this Membership Plan and Rules and Regulations, to reserve memberships, to reduce the 30 year repayment term of the membership deposits paid by members, to sell, lease or otherwise dispose of the Club Facilities in any manner whatsoever and to any persons whomsoever, to add, issue, modify or terminate any type or category or class of membership, to recall any membership at any time for any or no reason whatsoever, to discontinue operation of any or all of the Club Facilities, to convert the Club into a membership-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members.

In the event of termination of the Membership Plan, termination of any category of membership, recall of a membership or the discontinuance of operation of all or substantially all of the Club Facilities, the affected members will be entitled to a refund of their membership deposit or initiation fee paid within 30 days. In the event that the Club Facilities are sold and the buyer assumes liability for the repayment of the appropriate membership deposit as provided in the Membership Agreement, the member shall look solely to the new owner for repayment of the membership deposit and the seller of the Club Facilities shall be released from all liability for the repayment thereof. In the event of a sale of the Club Facilities, the buyer shall take title subject to the terms and provisions of the then existing Membership Plan. Neither the Club nor its affiliates shall have any liability whatsoever to the members in the event the Club Facilities are not constructed, other than the return of the member's membership deposit, without interest.

NO PLEDGE OF MEMBERSHIPS

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

MEMBERSHIP AGREEMENT

APPLICATION PROCEDURE

Each person who desires to become a member must mail or deliver to the Membership Director a fully completed and signed Membership Agreement, along with a check for the required membership deposit or initiation fee.

REVIEW OF MEMBERSHIP AGREEMENT

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

RIGHTS GOVERNED BY MEMBERSHIP PLAN

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

OTHER MEMBERSHIPS AND USE PRIVILEGES

COMPANY MEMBERSHIPS

The Club may issue up to ten Company Memberships in the Club to such persons as the Club determines appropriate from time to time. These Company Memberships will be available on such terms and conditions as the Club determines appropriate and will not count toward any membership limit. Company Members may have the same privileges as Golf Members and may or may not pay the same fees and charges as Golf Members. Company Members will not be obligated to pay dues unless the Club is ever converted into an equity, member-owned club.

HONORARY MEMBERSHIPS

The Club may issue up to ten Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time. These Honorary Memberships will be in addition to all other memberships and will be available on such terms and conditions and afford such privileges as the Club determines. Honorary Members will not pay a membership deposit or initiation fee, dues, or greens fees, but will be required to pay cart fees and any other fees and charges incurred.

RECIPROCAL PRIVILEGES

The Club may, in its sole discretion, enter into reciprocal use privileges and access agreements with other clubs, as the Club determines appropriate from time to time.

OUTSIDE PLAY

The Club may also allow outside golf play on such terms and conditions as the Club determines appropriate. "Outside play" is defined as any round of golf that is not played by a member, a member's immediate or extended family or guest of a member.

Outside Players can reserve starting times seven days in advance. The Club reserves the right to eliminate or restrict use of the Club Facilities by Outside Players in its sole discretion. In the event outside play is eliminated, the number of memberships in the Club may be increased.

PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY

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

CLUB OPERATIONS

MANAGEMENT AND OPERATION

The Company owns the Club Facilities and will manage and operate the Club Facilities. As a result, the Company is solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club. The Club also reserves the right to engage a professional management company to operate the Club Facilities.

MEMBER COMMUNICATIONS COMMITTEE

The Club will establish a Member Communications Committee comprised of members appointed by the Club whose purpose includes fostering good relations between the members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. The management of the Club shall meet with the Member Communications Committee on a periodic basis to discuss the operation of the Club Facilities. The Member Communications Committee shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the members of the Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Club Facilities and the members of the Club.

GENERAL PROVISIONS

PROTECTION OF MEMBERSHIP PRIVILEGES

In the event that the Company ever sells the Club Facilities, it will disclose the existence of this Membership Plan and will require the purchaser to acquire title to the Club Facilities subject to the terms and conditions of this Membership Plan, as amended from time to time. Furthermore, the Company will disclose the Membership Plan to any prospective lender, and will request recognition by the prospective lender of the Membership Plan. The current lender has agreed to recognize certain rights and privileges of the members in the event of a default under the mortgage and a foreclosure.

MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER INQUIRIES

Should you have any questions concerning this Membership Plan or the membership opportunities available at the Club, please contact the Membership Director at (205) 668-7888.