

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

The Club Facilities were previously owned by Worthington of Renaissance, LLC, a Florida limited liability company (the "Prior Owner"). The Club Facilities were operated by Prior Owner as a private country club (the "Prior Club") under the trade name "*The Club at Renaissance.*" Concert Renaissance LLC, a Delaware limited liability company ("Club Owner"), purchased and acquired the Club Facilities from Prior Owner, has formed the Club and intends to continue to operate the Club Facilities as a private country club under the trade name "*The Club at Renaissance.*" In connection with the foregoing, the Prior Club was terminated and all persons and entities that had any right to use or held any interest in all or any portion of the Club Facilities no longer have any right to use or hold any interest in all or any portion of the Club Facilities. Notwithstanding the foregoing: (a) Club Owner has offered all "Qualified Members," and all "Qualified Sub-Members" as said terms are defined in the Special Offering (as defined below), the opportunity to acquire a comparable Membership in the Club, subject to and in accordance with this Membership Plan and the Rules and Regulations (as defined below) of the Club ("Special Offering").

MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

"Memberships" shall include Sub-Community Memberships, unless the context requires otherwise.

"Sub-Community Member Rights" shall mean non-exclusive license rights derived from the Association's Community Membership which provides the derivative rights for each Sub-Community Member, to access and utilize the Club Facilities equivalent to the level afforded a Club Member with a Club Membership provided, however, for the purposes of exercising the Sub-Community Member Rights, there shall be only one owner or lessee per member of the Association, but not both, and provided further, that a person shall continue to be a Sub-Community Member until

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

he or she ceases to be a member of the Association, or ceases to be a lessee of a member of the Association, and that once a member of the Association leases his/her/its property in the Community, only the lessee shall be entitled to exercise the privileges of a Sub-Community Member with respect to such leased property; however, the Association member and its lessee shall be jointly and severally liable for all dues allocated to such property.

Upon the sale, transfer or conveyance by an owner of his/her/its property in the Community, the Sub-Community Membership and the Sub-Community Member Rights derived from such Sub-Community Membership, of the

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

transferring owner shall terminate automatically, and the Sub-Community Membership and Sub-Community Member Rights derived from such Sub-Community Membership, shall be deemed transferred to the new owner, subject to the satisfaction of the provisions set forth in this Membership Plan. The termination of a Sub-Community Membership shall not relieve or discharge the former Sub-Community Member from the payment and performance of all obligations owing to the Club.

In the event of a transfer of a Sub-Community Member’s property in the Community by foreclosure, the foreclosed property owner’s Sub-Community Membership and the

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

Sub-Community Members Rights derived therefrom, shall terminate automatically, and the Sub-Community Membership and Sub-Community Member Rights derived from such Sub-Community Membership, shall be deemed transferred to the new owner, subject to the satisfaction of the provisions set forth in this Membership Plan. The termination of a Sub-Community Membership shall not relieve or discharge the former Sub-Community Member from the payment and performance of all obligations owing to the Club.

Each Sub-Community Member in Good Standing shall have the right to request to upgrade its Sub-Community

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

Membership to a direct Golf Membership (E) in the Club, subject to the Membership Cap. Upon approval of a request to upgrade to a direct Golf Membership (E) in the Club, the Sub-Community Member shall be obligated to pay to the Club the Initiation Fee then in effect for Golf Memberships (E). Thereafter, the former Sub-Community Member shall become a Golf Member (E) and shall be obligated to pay to the Club all dues, fees, minimums, charges and other amounts applicable to such Golf Membership (E), provided the former Sub-Community Member shall be granted a credit against such dues equal to the dues paid by the Association to the Club on behalf of the former Sub-Community Member. Obtaining a Golf Membership (E) in

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

the Club does not terminate nor extinguish the former Sub-Community Member’s rights or its obligations as a member of the Association under the Community Membership or the Membership Plan.

Subject to the provisions of this Membership Plan, the transfer of a Sub-Community Member’s property to a new owner terminates the Sub-Community Membership and the Sub-Community Member Rights belonging to the former Sub-Community Member, but it does not terminate nor extinguish the former Sub-Community Member’s Golf Membership (E) in the Club (if applicable) provided, however, it does terminate the former Sub-Community

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

Member's right to receive a credit against its Golf Membership (E) dues and does affect a transfer of the Sub-Community Member Rights as a member of the Association to the new owner as provided above.

THE CLUB MAY ESTABLISH RULES REGARDING USE OF THE CLUB FACILITIES

In order to enhance the recreational and social pleasure of Members and their guests, the Club reserves the right to establish rules, regulations, policies, guidelines, or systems governing use of, access to or reservation of the Club Facilities ("Rules and Regulations"). The Rules and Regulations shall apply to all Members (for purposes of the

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

applicability of the Rules and Regulations, the term “Members” shall include all Sub-Community Members).

The Club reserves the right, in its sole discretion, to modify, change or add to the Rules and Regulations, including, but not limited to advance sign-up privileges, the right to use the Club Facilities and family member and guest privileges. The Club shall also establish the days and hours of operation of the Club Facilities, including the dining facilities, based upon Member usage.

The Club reserves the right to make exceptions to or grant waivers from any provisions of the Rules and Regulations to

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

a Member based on hardship or other equitable reason as the Club deems reasonable, provided such exceptions or waivers shall not act as precedent for other Member requests or provide any vested rights to a Member to the same exception or waiver.

Club Owner reserves the right to permit golf play and use of the other Club Facilities by non-Members, upon such terms and conditions as determined by Club Owner from time to time (“Non-Member Use”). The Non-Member Use may include, without limitation, tournaments, banquets, weddings, bar mitzvahs, bat mitzvahs and other special events. Club Owner will establish the use privileges and the

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

applicable fees and other charges and conditions from time to time applicable to such Non-Member Use. The Non-Member Use may from time to time supersede and/or take priority over the use of the Club Facilities by Members.

Club Owner has the right to designate persons to use any or all of the Club Facilities for any purpose and upon such terms and conditions as are established from time to time by Club Owner. The persons designated to use the Club Facilities may include, without limitation, persons who are prospective members at the Club, persons who are involved in special events held at the Club and employees of Club

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

Owner and/or its affiliates. The persons designated by Club Owner are subject solely to approval by Club Owner.

Club Owner shall have the right at any time to hold promotional and other special events on the Club Facilities and to promote the Club in advertisements and promotional materials by making reference to the Club and the availability of Memberships. Club Owner reserves the right to restrict or otherwise reserve in advance the Club Facilities for maintenance and for such promotional and other special events from time to time.

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

IMMEDIATE FAMILY MEMBERSHIP PRIVILEGES

All Memberships provide the Immediate Family (as defined below) of a Member privileges to use the Club Facilities in accordance with the Member’s category of Membership. A Member’s Immediate Family will include the Member’s spouse and their respective unmarried children under the age of twenty- three (23) who are either living at home or attending school or serving in the armed forces on a full-time basis (“Immediate Family”). The Club may, in its discretion, permit other dependents of a Member, regardless of age, to use the Club Facilities on a case by case basis, provided such permission or exception shall not create precedent or any rights to the dependent in the future. For purposes of this

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

Membership Plan, the term “spouse” shall mean the legal spouse of a Member pursuant to the law of Florida.

The Club’s current policy permits an unmarried Member living full time with an unmarried person to designate the other person as a companion member, provided this policy shall not create precedent or any rights in a Member or companion member to continue such companion member designation in the future. The Club may, at any time and from time to time, modify and/or revoke policies relating to companion member’s designation. The Member is jointly responsible for all fees, charges and other amounts incurred by the companion member. Companion member status may

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

be changed by the Member only once every two (2) years and then subject to then current Club policy. A Member may revoke companion member privileges by written notice to the Club and surrender of the companion member's membership card.

GUEST PRIVILEGES

The Club will permit Members to bring and possibly send guests ("Guests") to use the Club Facilities. Please contact the Membership Office for guest restrictions then applicable or to arrange outings for groups. All guest fees and charges incurred by a Guest of a Member will be billed to the sponsoring Member's account.

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

DELEGATION OF PRIVILEGES

When a Member who owns a home in the Community and their Immediate Family are not in residence, the Member may be permitted to temporarily delegate the right of use of the Club Facilities (consistent with their category of Membership) to either tenants or guests. Refer to Rules & Regulations.

E. RESIGNATION AND REISSUANCE OF MEMBERSHIPS

RESIGNATION OF A MEMBERSHIP

Memberships are not transferable or saleable, other than to the Club. Membership transfer/sale rights are separately specified for each category of Membership. A Member may

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

only resign his Membership to the Club if provided for in this Membership Plan. 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, which shall require the prior written consent of the Club. A Sub-Community Membership and its attendant Sub-Community Member Rights may not be assigned, transferred or resigned, except as otherwise expressly provided in this Membership Plan.

PAYMENT OF DUES BY A RESIGNED MEMBER

A Member in Good Standing who paid a Membership Deposit and who submits a resignation will be placed on the refund list for the applicable category of Membership

MEMBERSHIP PLAN

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The Club Facilities were previously owned by Worthington of Renaissance, LLC, a Florida limited liability company (the “Prior Owner”). The Club Facilities were operated by Prior Owner as a private country club (the “Prior Club”) under the trade name “*The Club at Renaissance.*” Concert Renaissance LLC, a Delaware limited liability company (“Club Owner”), purchased and acquired the Club Facilities from Prior Owner, has formed the Club and intends to continue to operate the Club Facilities as a private country club under the trade name “*The Club at Renaissance.*” In connection with the foregoing, the Prior Club was terminated and all persons and entities that had any right to use or held any interest in all or any portion of the Club Facilities no longer have any right to use or hold any interest in all or any portion of the Club Facilities. Notwithstanding the foregoing: (a) Club Owner has offered all “Qualified Members,” and all “Qualified Sub-Members” as said terms are defined in the Special Offering (as defined below), the opportunity to acquire a comparable Membership in the Club, subject to and in accordance with this Membership Plan and the Rules and Regulations (as defined below) of the Club (“Special Offering”).

MEMBERSHIP DOCUMENTS

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MEMBERSHIPS

(“Refund List”). Such Member shall be obligated to continue to pay dues, fees, minimums, charges and other amounts associated with the resigned Membership until the Membership is reissued by the Club. Members who desire to resign their Memberships must give the Club written notice of resignation and further request that their Membership be placed on the Refund List. In such a case, the effective date of resignation will be the date the Club reissues the resigned Membership to a new Member, subject to and in accordance with the procedures described in this Membership Plan. Delinquent payment of dues, fees, minimums, charges and other amounts associated with the resigned Membership shall accrue default interest at the rate

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MEMBERSHIPS

applicable to court judgments. Provided the resigned Member remains in Good Standing, the Member may continue to exercise all membership privileges applicable to such Membership until the Membership is reissued. If a Member on the Refund List fails to pay all required dues, fees, minimums, charges and other amounts, such sums, together with interest at the rate applicable to court judgments, will accrue and may be deducted from any Membership Deposit repayment due the Member. **Failure by a resigned Member, including a Member who paid a non-refundable Initiation Fee, to pay dues, fees, minimums, charges and other amounts associated with the resigned Membership, will result in the Member’s**

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

privileges being suspended and the Member’s Membership shall be removed from the Refund List until such time as all such dues, fees, minimums, charges and other amounts are paid in full. Upon payment of the delinquent dues, fees, minimums, charges and other amounts, the Membership will be placed on the Refund List as of the date of receipt of such delinquent payment and privileges will be reinstated. In addition to the above, **the Club may initiate legal proceedings against a resigned Member to collect payment of delinquent dues, fees, minimums, charges and other amounts, together with accrued interest as provided above.**

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

Once a Member has given written notice to resign and request that such Member’s Membership be placed on the Refund List, the Member will not be able to rescind the resignation and/or remove the Member’s name from the Refund List for any reason. When the Member’s Membership reaches the top of the Refund List, following the reissuance of such Membership, the Member will be required to relinquish his/her/its Membership and shall not have the option to remain a Member or reapply for a Membership. In such a case, the effective date of resignation shall be the date such Membership is reissued by the Club.

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

Notwithstanding the foregoing, if a Member paid a non-refundable Initiation Fee, provided such Member is in Good Standing, the Member may resign by providing written notice to the Club and paying all outstanding dues, fees, minimums, charges and other amounts to the Club. In such a case, the effective date of resignation shall be the last day of the month that is 30 calendar days after the date such written notice is received by the Club.

Finally, if a Member has paid a Membership Deposit, the Member may elect to resign immediately by waiving the Member’s right to return of the Membership Deposit, releasing the Club from any liability or obligations

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

whatsoever and by paying to the Club all outstanding dues, fees, minimums, charges and other amounts owing to the Club.

Notwithstanding any provision to the contrary, the Community Membership may not be resigned and neither a Sub-Community Membership nor the Sub-Community Member Rights derived therefrom, may be resigned.

THE CLUB WILL REISSUE A RESIGNED GOLF MEMBERSHIP

Once a resigned Member’s Membership reaches the top of Refund List, such Member’s Membership shall be deemed reissued when the fifth (5th) Membership in the same category of Membership is thereafter issued (in which case

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

UPON THE SALE OF EVERY FIFTH GOLF MEMBERSHIP ISSUED

such Member’s name shall be removed from the applicable Refund List), and the other four (4) Memberships will be issued from the Club’s inventory of Memberships in the same category. The Club may, but is not obligated to, acquire a resigned Membership from a Member on the Refund List out of order under other circumstances deemed appropriate by the Club. No such re- acquisition out of order of the Refund List shall create precedent for any Member for any similar future circumstance. The Club may terminate the Refund List at any time in its discretion and institute another method for reissuance of Memberships. Upon the reissuance of a Member’s Membership from the Refund

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PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

List, the resigned Member may not apply for a new Membership, without the prior written consent of the Club.

TRANSFER UPON SALE OF HOME

As an exception to the repurchase of a Membership in accordance with the order of the Refund List described above, a resigning Member who is selling a home or home-site in the Community may arrange for the purchaser of such Member's home to acquire a Membership from the Club in the selling Member's category of Membership (or then current most closely equivalent category of Membership if the Member's category is no longer available for issue). The procedure for such a transfer shall be as follows: (a) the selling Member must be in Good Standing on the date of

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MEMBERSHIPS

resignation, (b) the selling Member must submit a request for resignation prior to the closing of the sale of the home or home-site, (c) the purchaser must apply and be accepted for Membership prior to closing on the home or home-site and pay the then current Membership Deposit or Initiation Fee, as applicable, for such Membership and (d) the reissuance of the resigned Membership shall be processed to occur on the date of closing on the sale and purchase of the home or home-site. The selling Member shall be subject to the refund provisions under the REPAYMENT OF MEMBERSHIP DEPOSIT section below, except that the selling Member

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

may not receive a refund in excess of the Membership Deposit or Initiation Fee paid by the purchaser.

For example: (a) The selling Member has a Golf Membership (A) and paid a Membership Deposit of \$85,000. The buying Member acquires a Golf Membership (E) and pays a non-refundable Membership Initiation Fee of \$29,500. In such a case, the selling Member will receive a refund of \$29,500 in full and complete satisfaction of all sums owed to such Member.

Alternatively, a selling Member may elect not to participate in this Transfer Upon Sale of Home provision, and instead

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

resign the Membership and have it placed at the bottom of the Refund List, in which event the purchaser of the home will acquire a Membership from the top of the waiting list.

The issuance of a Membership under this section does not count as issuance of a Membership for purposes of THE CLUB WILL REISSUE A RESIGNED GOLF MEMBERSHIP UPON THE SALE OF EVERY FIFTH MEMBERSHIP ISSUED.

REPAYMENT OF MEMBERSHIP DEPOSIT

Except as otherwise provided in this Membership Plan, upon the reissuance of a resigned Golf Membership (A), the resigned Member is entitled to receive from the Club the

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

greater of: (i) the balance remaining of any Membership Deposit actually paid by the resigned Member as set forth on the resigned Member’s Membership Application, without interest, or (ii) eighty percent (80%) of the amount actually paid by the new Member acquiring the Golf Membership, without interest, less any Membership Deposit amounts previously applied by the Club against the Member’s account.

Except as otherwise provided in this Membership Plan, upon reissuance of a resigned Golf Membership (B), the resigned Member is entitled to receive from the Club fifty percent (50%) of the balance remaining of the Membership Deposit

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

actually paid by the resigned Member as set forth on the resigned Member’s Membership Application, without interest, less any Membership Deposit amounts previously applied by the Club against the Member’s account.

Except as otherwise provided in this Membership Plan, upon reissuance of a resigned Golf Membership (C), the resigned Member is entitled to receive from the Club fifty percent (50%) of the Membership Deposit charged for a Golf Membership (C) at the time the Club discontinued offering Golf Membership (C) (Twenty-Five Thousand Dollars (\$25,000)), without interest, less any Membership Deposit

MEMBERSHIP PLAN

PRIOR OWNERSHIP OF CLUB FACILITIES

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MEMBERSHIPS

amounts previously applied by the Club against the Member’s account.

Except as otherwise provided in this Membership Plan, upon reissuance of a resigned Golf Membership (D), the resigned Member is not be entitled to receive any refund or payment from the Club.

Except as otherwise provided in this Membership Plan, upon issuance of a resigned Golf Membership (E), the resigned Member is not entitled to receive any refund or payment from the Club.

MEMBERSHIP PLAN

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MEMBERSHIPS

Upon reissuance of a resigned Golf Membership, without in any way constituting a limitation of the remedies of the Club, the Club may deduct additional amounts owed to the Club from the Golf Membership amount to be paid to a resigned Member. As stated above, each Member agrees and acknowledges that it is not acquiring a Membership for investment purposes and that it has no expectation that it will ever receive any refund or payment from the Club as a result of resignation of its Membership. Without limiting the foregoing, a resigned Member shall have no right to receive any part of any Initiation Fee, or other dues, fees, minimums

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MEMBERSHIPS

and charges paid by a new Member acquiring the resigned Membership.

The Club has no obligation to make any payment to a resigned Member under the above provisions in the event the Member is delinquent on payment of any Sub-Community Membership dues to the Association for which the Association has not paid the Club, until the Club receives payment in full of the delinquent Sub-Community Membership dues.

In the event a Membership Deposit was paid to the Club for a Membership and such Membership has not been resigned