

IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

5.6 Ambiguities. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding absent manifest error.

5.7 Early Purchase Offer. After the Turnover Date and prior to the Option Date, the majority of the Board, without the joinder of any Owner or any other person or entity, may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to the Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by the Association.

6. Annual Minimum Food Purchase. Each Member shall be required to spend a minimum of Five Hundred and 00/100 Dollars (\$500.00) on food purchases from the Club during any twelve (12) month period ("**Annual Minimum Purchase**"). Alcoholic beverages (if any are served at the Club, as applicable) shall not count toward a Member's Annual Minimum Purchase. In the event a Member fails to satisfy and spend the required Annual Minimum Purchase during any applicable period, such Member shall be billed the difference between (i) the total amount of food purchases (excluding alcoholic beverages) made by such Member during such applicable period, and (ii) Five Hundred and 00/100 Dollars (\$500.00). EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES AND AGREES THERE IS AN ANNUAL MINIMUM PURCHASE REQUIREMENT AND EACH MEMBER IS REQUIRED TO SPEND A MINIMUM AMOUNT ON FOOD PURCHASES AT THE CLUB, AND FAILURE TO MEET THE ANNUAL MINIMUM PURCHASE AMOUNT WILL RESULT IN THE MEMBER BEING BILLED FOR THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF FOOD PURCHASES (EXCLUDING ALCOHOLIC BEVERAGES) MADE BY SUCH MEMBER AND THE REQUIRED ANNUAL MINIMUM PURCHASE AMOUNT. Any non-Members using the Club Facilities may be required to purchase a minimum amount of food as established from time to time by the Club Owner in its sole discretion.

7. Club Dues. In consideration of the Club Owner providing for use of the Club Property by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Dues and other charges that are set forth herein and in the other Club Documents. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment in advance on a yearly or quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole and absolute discretion.

7.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. All Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges. Commencing on the first day of the period covered by the annual Club Budget, and until the adoption of the next annual Club Budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Lots anticipated to be subject to the obligation to pay Club Expenses in the upcoming period covered by the annual Club Budget, or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the total number of Lots subject to the obligation to pay Club Expenses.

7.2 Club Membership Fee. Each Owner shall pay monthly in advance (or other payment period designated by Club Owner) as part of the Club Dues, without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "**Club Membership Fee**") set forth in the Club Membership Fee Schedule attached hereto as **Exhibit C** (the "**Club Membership Fee Schedule**"). From 2030 and thereafter, Club Membership Fees shall be determined by the Club Owner and Club Owner reserves the right to increase the Club Membership Fees by no more than fifteen percent (15%) on an annual basis and the Club Owner shall periodically publish and make available to prospective Members the Club