

Del Webb Naples
Community Association, Inc.

MEMBERSHIP PLAN

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**MEMBERSHIP PLAN
FOR
DEL WEBB NAPLES**

Del Webb Naples Community Association, Inc. ("Community Association") operates and manages certain real property, club facilities and golf facilities located in Collier County, Florida, known as Del Webb Naples ("Club"). The Club is located in the planned community of the same name ("Community") being developed by Pulte Home Corporation ("Developer"). The Club Facilities shall mean and refer to the clubhouse and other social and recreational facilities, and other real property, buildings and other improvements relating to the social and recreational facilities and social/recreational activities, and any substitutions, replacements or additions thereto. The Golf Facilities shall mean and refer to the golf course, maintenance facility and other real property, buildings and other improvements relating to the golf course or golfing activities or operations and substitutions, replacements or additions thereto.

The Amended and Declaration of Covenants, Conditions, and Restrictions for Del Webb Naples recorded on November 4, 2010 in the Public Records of Collier County, Florida ("Amended and Restated Declaration") grants to each residential property owner in the Community a membership in and right to use the Club Facilities. Social membership is a mandatory condition of Parcel ownership in the Community. A Golf membership is granted to a Del Webb Naples Owner who owns a Parcel that has an appurtenant golf membership.

Additionally, the Developer has established a membership program by which a person who does not own property in the Community may apply for memberships which provide access to and privileges of using the Club and Golf Facilities. Additionally, the Community Association has established a membership program by which a limited number of residents of the Community may secure preferable access to tee times and preferable golf fees. All rights of members to use the Club and Golf Facilities are subject the terms and conditions set forth in the Amended and Restated Declaration (including, without limitation, Article III), this Membership Plan and any other Del Webb Naples Rules and Regulations, and payment of such membership fees and other charges as the Community Association may establish from time to time.

TYPES OF MEMBERSHIP AND USE PRIVILEGES

**MEMBERSHIP
QUALIFICATIONS
AND AVAILABILITY**

Subject to the rights granted by the Amended and Restated Declaration to members who own property in the Community, the Community Association and the Developer shall have the right to establish and change the eligibility requirements, privileges, and obligations of any membership category, to discontinue offering any membership category, and to create additional membership categories with such eligibility requirements, privileges, and obligations as deemed appropriate.

**MEMBERSHIP
CATEGORIES AND
USE RIGHTS**

Social Membership. A "Social Member" is a Del Webb Naples Owner that has automatically obtained such appurtenant easement and use rights to the Club Facilities by acquiring title to a Parcel. Social membership is a

mandatory condition of Parcel ownership in the Community. All Social Members are members of the Community Association.

Golf Membership. A "Golf Member" is a Del Webb Naples Owner that owns a Parcel with an appurtenant golf membership. All Golf Members are also Social Members. Golf Members shall be obligated to pay Del Webb Naples Capital Improvement Golf Assessments and such other fees as provided in this Membership Plan and any other Del Webb Naples Rules and Regulations.

At the time the original Declaration of Covenants, Conditions and Restrictions was recorded, golf membership was "bundled" (a mandatory condition of Parcel ownership in Del Webb Naples), but not Del Webb Naples Phase II (formerly Bellerawalk). Upon recording of the Amended and Restated Declaration on November 4, 2010, golf membership became optional. However, once a golf membership is appurtenant to a Parcel, such golf membership shall be deemed conveyed to a subsequent Del Webb Naples Owner of such Parcel, unless the golf membership is severed from the Parcel, as set forth in Article III of the Amended and Restated Declaration and herein.

Categories of Golf Membership.

Charter Golf Members. A "Charter Golf Member" is a Del Webb Naples Owner who acquired title to a Parcel with an appurtenant golf membership no later than December 31, 2010, but shall not include a subsequent Del Webb Naples Owner of such Parcel. Such Del Webb Naples Owner shall no longer remain a Charter Golf Member upon conveyance of the appurtenant Parcel, unless the Charter Golf Member assigns the golf membership to another Parcel owned by such Charter Golf Member.

(Non-Charter) Golf Members.

- The Developer shall have the option to charge an initiation fee to an initial purchaser of a Parcel with an appurtenant golf membership. A subsequent Del Webb Naples Owner of such Parcel (i.e., one who does not acquire title to the Parcel from the Developer) shall not be obligated to pay an initiation fee.

- A Del Webb Naples Owner who acquired title to a Parcel in Del Webb Naples Phase II as of November 4, 2010 (without an appurtenant golf membership), but who is not a Charter Golf Member, may acquire a golf membership that will be appurtenant to such Parcel. The Developer shall have the option to charge an initiation fee to such initial purchaser of the golf membership.

- A Del Webb Naples Owner (but not one who owns a Parcel in Del Webb Naples Phase II) who acquired title to a Parcel as of November 4,

2010, shall continue to possess the existing easement and right to use the Golf Facilities which is appurtenant to the Parcel, and shall be considered a Golf Member. However, such Del Webb Naples Owner may execute an instrument which is recorded in the Public Records of Collier County, Florida relinquishing such appurtenant easement, use rights and golf membership. The relinquishment of the appurtenant easement, use rights and golf membership shall not prevent that Del Webb Naples Owner from subsequently obtaining an appurtenant golf membership as provided herein. Only those Del Webb Naples Owners (but not those who own a Parcel in Del Webb Naples Phase II) as of the time the Del Webb Naples Declaration was recorded in the Public Records of Collier County, Florida, may relinquish an appurtenant golf membership without assigning such golf membership to another Parcel. A relinquishment of an appurtenant golf membership must occur no later than December 31, 2010. A golf membership that is relinquished shall automatically revert to Del Webb Naples Developer.

- A Del Webb Naples Owner who acquires title to a Parcel without an appurtenant golf membership shall not be considered a Golf Member. However, such Del Webb Naples Owner may elect to play golf based upon the daily posted rate, subject to availability.

- A Del Webb Naples Owner who acquires title to a Parcel with an appurtenant golf membership, whether before or after November 4, 2010, shall have the right to assign such golf membership to another Parcel in the Community for valuable consideration. The assignment is subject to compliance with procedures imposed by the Community Association, including, without limitation, the requirement that: (i) the assignor pay a fee in the amount of Five Thousand Dollars (\$5,000.00) to the Community Association; (ii) the assignment receive the prior written approval of the Del Webb Naples Board of Directors (which approval authority may be delegated to an employee or agent of the Community Association); and (iii) an instrument be recorded in the Public Records of Collier County, Florida evidencing such assignment, containing the names of the record title owners and the legal descriptions of the Parcels owned by the assignor and the assignee, which instrument shall be executed by assignor, assignee and the Community Association. However, the Five Thousand Dollar (\$5,000.00) assignment fee shall not be required if a Del Webb Naples Owner assigns his or her golf membership to another Parcel in the Community that is owned by such Del Webb Naples Owner (or his or her spouse, or trust), but such assignment shall comply with requirements of (ii) and (iii) above. Subsequent to the Turnover Date, the Golf Directors shall have authority to approve assignments and to delegate such approval authority to an employee or agent of the Community Association.

- The Developer is the owner of all golf memberships, other than those conveyed to Del Webb Naples Owners in connection with the conveyance of Parcel. Other than Del Webb Naples Developer, no Person may own a golf membership without simultaneously being the record title owner of a

Parcel in the Community. The preceding sentence shall not apply to those who are granted temporary memberships in accordance with Article X, Sections 3 and 4 of the Amended and Restated Declaration and herein.

- The maximum number of golf memberships that shall be issued is 600 based upon the existing 18 hole golf course. The Developer reserves the right in its sole discretion (but not the obligation) to expand the existing golf course beyond 18 holes. If the Developer expands the golf course, it shall have the discretion to increase the maximum number of golf memberships, but in no event shall the maximum number of golf memberships exceed 1200 (the number of golf memberships excludes temporary memberships granted to those who are not Golf Members and those who play on a "pay for play", "reciprocal" or non-Del Webb Member basis).

Use Rights of Resident Members. Pursuant to Article III of the Amended and Restated Declaration, the record owner(s) of each Parcel in the Community are automatically members of the Community Association and Social Members for purposes of voting privileges, assessment obligations, and other rights and obligations set forth in the Amended and Restated Declaration. Golf Membership is optional, except as set forth in Article III and herein. Use privileges to the Club and Golf Facilities (depending upon the type of membership) for members who own a Parcel in the Community (resident members) are restricted to an "immediate family", or designees of an entity. "Immediate family", for the purpose of determining such easement and use rights, shall be defined to include and be limited to the Del Webb Naples Owner of a Parcel, his or her spouse (if any) residing within the Unit, and any children under the age of 21 years old who reside with the Del Webb Naples Owner in the Unit, or in the case of child who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university. If a Del Webb Naples Owner is an entity or more than one (1) individual (other than husband and wife), the Del Webb Naples Board of Directors may restrict access to the Club and Golf Facilities (as the case may be) to one (1) immediate family or two (2) individuals residing in the Unit as a single housekeeping unit (and their children under the age of 21 years old who reside with the Del Webb Naples owner in the Unit, or in the case of a child who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university), as designated by the directors, partners, managing members, or trustees of a Del Webb Naples owner that is an entity, or by multiple individuals who are Del Webb Naples Owner(s).

The ability of Del Webb Naples Owners to change the designees shall be restricted by the Del Webb Naples Board of Directors, but in no event shall the Del Webb Naples Board of Directors permit more than 4 re-designations per calendar year. Currently, designations may not be changed more than once in any 12-month period. Upon any change in the

designees the Community Association may impose a re-designation fee in an amount determined by the Del Webb Naples Board of Directors from time to time, up to a maximum of ten percent (10%) of the total annual Del Webb Naples Assessments for that Parcel for the year of change. A re-designation fee shall be deemed a Del Webb Naples Community Association User Assessment in accordance with Article XI, Section 5 of the Amended and Restated Declaration.

Resident membership entitles the primary user and authorized users of the membership to use, during operating hours and subject to availability, the Club and Golf Facilities (as the case may be) available for use by members.

Tee Times and Cart/Greens Fees. Golf Members shall have priority for tee times, and shall pay cart fees (but not greens fees), and may be granted other benefits, all in accordance with this Membership Plan and other Del Webb Naples Rules and Regulations. Del Webb Naples Owners who are Social Members only shall have the option of using the Golf Facilities (subject to availability), but they shall not have priority for tee times and shall pay greens and cart fees that differ from those paid by Golf Members, all subject to this Membership Plan and any other Del Webb Naples Rules and Regulations. The Del Webb Naples Board of Directors shall have the authority to adopt Del Webb Naples Rules and Regulations, in accordance with Article X, Section 2 of the Amended and Restated Declaration, to regulate the use rights of Golf Members and Social Members and the amount of greens and cart fees that may be charged from time to time.

The order of priority in granting "tee times" shall be as follows: (a) to Golf Members; then (b) to Social Members; and then (c) if applicable, to those who are not Del Webb Naples Members.

The Community Association shall issue membership cards to all members and authorized users, to be carried at all times while using the Recreational Facilities and presented upon request. Membership cards, which are not transferable, shall identify the authorized holder and the sponsoring member, if applicable, and the category of membership.

Resident members will have the opportunity to participate in one of two golf membership programs. The "Social Membership" program provides residents of Del Webb Naples the following

"Social Membership" Residents are entitled to:

- * use of the golf course with payment of appropriate green and cart fees;
- * use of the golf practice facility prior to the scheduled tee time;
- * 3-day advance reservation privileges, subject to availability, for one tee time per day for the member and one tee time per day for one authorized user;

- * use of the bag storage facilities, subject to availability and applicable bag storage fees;
- * participate in member and member-guest golf tournaments, subject to availability;
- *
- * participate in social activities organized by the club

The “Golf Membership” program provides residents of Del Webb Naples the opportunity to gain preferred access to golf tee times and to preferred golf rates. This program has a limited number of memberships and is available on an annual basis with the payment of the appropriate supplemental fee.

“Golf Membership” Residents are entitled to:

- Use of the golf course with payment of appropriate cart fees;
- Unlimited use of the golf practice facilities;
- 10-day advance reservation privileges subject to availability for one tee time per day for the member and one tee time per day for one authorized user;
- First priority for use of the bag storage facilities, subject to availability and applicable bag storage fees;
- Participate in member and member-guest golf tournaments;
- Participate in social activities organized by the club.

Temporary Membership (Non-Resident). Temporary memberships are available to individuals who do not own a Unit in the Community, subject to application, approval, and payment of an annual membership fee. Temporary membership entitles the temporary member to use, during operating hours and subject to availability, all of the Club and Golf Facilities available for use by members. Temporary members are not members of the Community Association and therefore are not entitled to vote. The relationship between temporary members and the Community Association and the Developer is not governed by Chapter 720, Florida Statutes.

Temporary Membership : Members are entitled to:

- * use of the golf course with payment of appropriate green and cart fees;
- * 7-day advance reservation privileges subject to availability for one tee time per day for the member and one tee time per day for one authorized user;
- * second priority opportunity (after Resident members) use of the bag storage facilities, subject to availability and applicable bag storage fees;
- * second priority opportunity (after Resident members) to participate in select member and member-guest golf tournaments;
- * participation in weekly scheduled men’s and lady’s golf events.

Membership does not include:

participation in major member club golf tournaments.

Use of the Club and Golf Facilities by all Primary Users and their authorized users is subject to this Membership Plan, other Rules and Regulations, and except as otherwise specifically stated above, payment of such charges (including, without limitation, golf cart rental fees) as Community Association and the Developer may establish from time to time.

ASSIGNMENT OF PRIVILEGES TO TENANTS

A Resident member who leases his or her Unit in the Community shall be presumed to have assigned all of his or her use privileges to the Del Webb Community Association Common Area (including, without limitation, the Golf Facilities or Club Facilities (as the case may be) to the tenant for a period not to exceed the term of the lease, upon notice to and approval by the Community Association. A Resident member shall retain the right to inspect his or her Unit in accordance with Chapter 83, Florida Statutes. Owners who delegate use privileges to a tenant must pay a change of designation fee, as determined by the Community Association. In addition to the tenant, the tenant's spouse (if any) or non-spouse cohabitant residing in the Unit, and the children of each under the age of 21 who reside with the tenant in the Unit, or in the case of child of the tenant who is a college or university student, who resides in the Unit as part of the "immediate family" on a full time basis during times when the child is not attending classes in the college or university, may use the Club and Golf Facilities for the period of the assignment. The tenant's use of the Club and Golf Facilities shall not be subject to any long-term guest fees. However, the tenant shall be subject to applicable user fees including, but not limited to golf cart rental fees and food and beverage charges. The tenant shall pay all charges with cash or credit card at the time they are incurred. During the term of the member's temporary assignment of his or her use privileges to the tenant, the member and the member's authorized users may not use the Club and Golf Facilities. The member shall be deemed to have assigned all rights to use the Club and Golf Facilities to the tenant for the term of the lease. The member shall be responsible for any delinquent or unpaid amounts incurred by the tenant.

FINANCIAL OBLIGATIONS OF MEMBERS

MEMBERSHIP FEES

Types of Fees. Except as the Community Association may otherwise provide, temporary members shall be subject to payment of a membership fee, and such other fees and charges as the Community Association shall establish, which may vary according to the category of membership held. In addition to such other charges as are specifically authorized in this

Membership Plan, such fees and charges may include, without limitation, golf cart rental fees, club storage fees, and fees for failure to cancel reserved tee times or other reservations.

The Community Association shall publish a schedule of current fees and charges, which shall be subject to change from time to time in Community Association's sole discretion.

Except as this Membership Plan may otherwise specifically provide, all membership fees are non-refundable.

Payment. The applicable membership fee, if any, for each membership shall be due and payable to Community Association in full prior to issuance of the membership. Members shall pay to Community Association all other fees and charges in such amounts and at such times as Community Association may establish.

All food and beverage charges, pro shop charges, guest fees, equipment rentals, and similar charges shall be paid by the member, authorized user, or guest at the time the charge is incurred.

ASSESSMENTS

Temporary members shall not be subject to assessments of any kind. As members of the Community Association, Resident members' obligations for any assessment for capital improvements to the Club and Golf Facilities, as well as any voting rights, are governed by the Amended and Restated Declaration and the Association's By-Laws and nothing in this Membership Plan shall modify those rights and obligations.

DELINQUENCIES

In the event that any member fails to pay amounts due to the Community Association when due, the Community Association may impose late charges, charge interest on the amount past due until paid at a rate determined by Community Association (not to exceed the maximum legal rate), and suspend the privileges of the delinquent member and all authorized users of the member's membership or, in the case of a temporary member, terminate the delinquent member's membership. The Community Association shall be entitled to collect from the delinquent member all costs and expenses reasonably incurred by the Community Association in collecting the delinquent amounts, including attorneys' fees and court costs, whether or not suit is filed.

APPLICATION AND APPROVAL FOR TEMPORARY MEMBERSHIP

APPLICATION

Any person desiring a temporary membership shall submit to the Community Association a completed and executed application provided by the Community Association, together with such application fee, if any, as the Community Association may establish. The application shall not be complete until all required information has been submitted to the Community Association. The Community Association shall have no obligation to take any action on an incomplete application. Pursuant to

Article X, Section 4 of the Declaration, prior to the Turnover Date, the Developer is entitled to designate temporary members and designees with use privileges, on such terms and conditions as the Developer may establish.

REVIEW

The Community Association, Developer or their designees shall review and consider each complete application and conduct such investigation of the applicant's eligibility and qualification for membership in the category of membership requested as the Community Association or the Developer deems appropriate. A decision as to whether to approve or reject each application shall be made within 30 days after receipt of all required information. The Community Association and the Developer reserve the right to approve or reject any application in their sole and absolute discretion, for any reason or no reason, except that the Community Association, Developer or their designees shall review and consider each application without regard to race, religion, color, sex, national origin, marital status or handicap. The decision on any application shall be final.

NOTIFICATION

Upon the final determination as to any complete application, but not later than 35 days after receipt thereof, the Community Association or the Developer, as the case may be, shall notify the applicant of its decision. If the applicant is approved for membership, the applicant will be notified in writing that the application has been acted upon favorably. If membership in the desired category is then available, the Community Association or Developer shall countersign the applicant's application and membership agreement, indicating its acceptance of the applicant for membership. The applicant shall have 10 days after the date of such notice to submit the applicable membership fee for the desired membership category (as in effect at the time of submission of the applicant's application, less any application fee previously paid). Upon receipt of the balance of the applicant's membership fee, the Community Association or the Developer shall issue membership cards to the member and all authorized users.

If an application is not acted upon favorably, the Community Association or the Developer shall so notify the applicant and the applicant's application fee, if any, shall be promptly returned without interest. The Community Association or the Developer may refuse to receive a new application from such applicant for a period of up to one year from the date of notification.

TERM

Temporary memberships shall have a term designated by the Community Association or the Developer. If requested by the member, the Community Association or the Developer may, but shall not be obligated to, renew any membership upon the expiration of such membership's term. Renewal shall be subject to the member's execution of a membership agreement for the new term and may include payment of the current applicable membership fee. Any member who allows his or her membership to lapse and later seeks readmission shall be required to submit a new application to the Community Association or the Developer, as the case may be.

TRANSFER, CONVERSION, AND TERMINATION OF TEMPORARY MEMBERSHIPS

TRANSFER OF TEMPORARY MEMBERSHIPS

General. Except as specifically provided in this Membership Plan or in the member's membership agreement, memberships are not transferable.

Death. Upon the death of a temporary member, the surviving spouse, if any, shall have 60 days within which to apply to have the deceased member's membership transferred to him or her at no charge. If there is no surviving spouse, or upon failure of a surviving spouse to apply to have such membership transferred within such 60- day period, the deceased member's membership shall terminate.

TERMINATION TEMPORARY MEMBERSHIPS

OF Voluntary Resignation. A temporary member may voluntarily resign his or her membership by written notice to the Community Association. Such resignation shall be effective as of the date such notice is received by the Community Association or on such later date as may be specified in the notice. The resigning member may continue to enjoy the privileges of such membership through the effective date of such resignation. No member who voluntarily resigns his or her membership shall be entitled to a refund of any portion of the membership fee.

Other Events of Termination. In addition to the foregoing, a temporary member shall be deemed to have resigned his or her membership and such membership shall automatically terminate upon occurrence of any of the following events:

- (a) upon the expiration of the term of a temporary membership as provided in the member's membership agreement;
- (b) upon the member's expulsion pursuant to the Rules and Regulations.

Rights and Obligations upon Termination. Upon termination of a membership, the member shall return to the Community Association all membership cards issued to the member and his or her authorized users. Temporary members shall be responsible for all fees and other charges accrued or incurred through the effective date of voluntary resignation, termination or expulsion.

MANAGEMENT AND OPERATION OF RECREATIONAL FACILITIES

COMMUNITY ASSOCIATION

The Community Association and the Developer shall have exclusive authority and shall be responsible for the Club and Golf Facilities' management and operation, which shall include, without limitation, the following:

Staffing. Pursuant to its management agreement with the Association, the Community Association's management agent shall select, retain, supervise, direct, fix the compensation of, and discharge, in its sole discretion, all professionals and other personnel, agents, and/or independent contractors which the Community Association deems necessary or desirable for the operation and maintenance of the Club and Golf Facilities. Any complaints regarding such personnel shall be directed to the Community Association. No person other than designated employees of the Community Association shall reprimand or admonish such personnel or direct them in performing their duties.

Nature and Condition of Recreational Facilities. The Developer reserves the right to add or eliminate facilities, discontinue or modify the operation of existing Club and Golf Facilities, and otherwise make such changes to the Club and Golf Facilities and level of operations as it deems appropriate in its sole discretion. The Developer make no representations or warranties with respect to the nature or condition of the Club and Golf Facilities or the suitability of the Club and Golf Facilities for any particular purpose. The Community Association may, but shall not be obligated to, establish or provide for capital reserves or any other reserve fund related to operation or maintenance of the Club and Golf Facilities.

Club Rules and Policies. The Community Association and Developer shall have the exclusive authority to adopt and amend rules and policies governing use of and conduct on the Club and Golf Facilities, including policies regarding tee time allocation, reservations, and guest privileges. Such rules and policies are subject to change in the Community Association's and Developer's sole discretion.

Disciplinary Procedures and Sanctions. If the Community Association determines, in accordance with the procedures set forth therein, if applicable, that any member or authorized user is no longer in good standing because of improper conduct, the Community Association may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or, in the case of temporary members, expulsion and termination of membership. Imposition of sanctions (except as against temporary members) is governed by Chapter 720, Florida

Hours of Operation. The Community Association and the Developer shall have sole and exclusive authority to determine the hours of operation of the Club and Golf Facilities, to determine the number and scheduling of tournaments and special events, to close portions of the Club and Golf

Facilities during inclement weather and for maintenance, repair, and other purposes, as the Community Association and the Developer deem appropriate.

Special Events. The Community Association and the Developer reserve the right to make all or portions of the Club and Golf Facilities available for special events, including, without limitation, tournaments, private parties, and charitable events, and to restrict members' use of the Club and Golf Facilities during such events.

[DELETED PARAGRAPH IS DUPLICATIVE OF PREVIOUS APPLICATION SECTION]

Committees. The Community Association may, but shall not be obligated to, establish committees from time to time to act in an advisory capacity to the Community Association, to assist in operations and/or activities, and otherwise to serve such purposes and functions as the Community Association determines. The Community Association shall appoint all members of such committees who shall serve for such periods of time as the Community Association specifies. Such committees may be comprised of members or non-members or both, as determined in the Community Association's sole and absolute discretion.

[ABOVE LANGUAGE IS TOO BROAD. MANAGEMENT CO. CAN UNDERTAKE OPERATIONAL ISSUES BUT ULTIMATELY BOARD OF DIRECTORS IS RESPONSIBLE FOR POLICY, ETC. AND DIRECTORS CANNOT DELEGATE THEIR FIDUCIARY DUTIES]

NON-MEMBER USE

The Community Association and the Developer shall have the right to permit use of the Club and Golf Facilities by non-members, including members of the general public, under such circumstances, terms and conditions, and upon payment of such fees, as they shall determine in their sole and absolute discretion. Such use may include, but shall not be limited to, daily fee use of the Club and Golf Facilities, including the golf facilities, tournaments, charitable events, reciprocity agreements with other clubs, weddings, banquets, catered events and other such activities.

The Community Association and the Developer may enter into agreements with other entities, including without limitation, hotels, resorts, lodges, schools, clubs, fraternal organizations, or other businesses, on such terms and conditions as they may establish in their sole discretion, granting access and use privileges with respect to some or all of the Club and Golf Facilities for the guests, members, or other individuals associated with such entity. Any such agreement may grant advance tee time reservation privileges to the contracting entity and permit the contracting entity to sponsor special events at the Club and Golf Facilities, among other things.

GENERAL PROVISIONS

**NON-
DISCRIMINATION**

The Community Association and the Developer shall not discriminate in any manner against any member, authorized user, tenant, guest, or applicant for membership on account of race, color, religion, sex, national origin, handicap, or marital status.

NOTICES

Except as otherwise specifically provided in this Membership Plan, all notices or other communications required to be given or made hereunder shall be in writing and shall be delivered by hand or mailed by registered or certified mail, return receipt requested, postage prepaid. Notices delivered in person shall be deemed received upon actual receipt, and notices mailed shall be deemed received three days after deposited in the mail in accordance with this Section. Notices to the Community Association shall be delivered to 9240 Estero Park Commons Blvd., Estero, FL 33928, with a copy to 6005 Anthem Parkway, Naples, FL 34142. Notices to Developer shall be delivered to 9240 Estero Park Commons Blvd., Estero, Florida 33928. Notices to a member (or its designee) shall be addressed to the member (or its designee, as applicable) at the address specified in the member's membership agreement, unless the member has provided written notice to the Community Association in accordance with this Section requesting that notices be given at a different address and providing such new address.

AMENDMENTS

The Community Association and the Developer reserve the right, in their sole and absolute discretion, to amend this Membership Plan at any time and in any manner which they deem appropriate, subject to any limitations imposed by the Amended and Restated Declaration or law. Any amendment shall become effective when notice thereof is delivered to the members.

**ASSUMPTION OF
RISK**

In consideration for the privilege of using the Club and Golf Facilities, each person entering upon or using the Club and Golf Facilities agrees:

(a) to accept all risks associated with the use of the Club and Golf Facilities and to release the Community Association and the Developer from and indemnify and defend them against any and all claims, whether or not based on their acts or omissions, arising out of or in any way connected with such use of the Club and Golf Facilities;

(b) to assume sole responsibility for his or her personal safety and the safety of his or her personal property brought upon, used or stored at the Club and Golf Facilities. The Community Association and the Developer shall not be responsible for any loss or damage to any personal property brought upon, used, or stored at the Club and Golf Facilities, whether in lockers or elsewhere;

Each member (or member's designee) further agrees to be responsible and liable for any property damage and/or personal injury which he or she causes, or which is caused by his or her authorized users or guests, while on the Club and Golf Facilities, or at any activity or function operated, organized, arranged, or sponsored by the Community Association or the Developer. In addition, a member who arranges or sponsors any activity or

function at the Club and Golf Facilities shall be responsible for any such damage or injury even if the member did not cause such damage or injury. The cost of repairing any such damage shall be charged to the member. As used in this Section "Community Association" shall include Del Webb Naples Community Association, Inc., its successors, assigns, officers, directors, and employees, and all persons, corporations, partnerships and other entities with whom it is or may in the future become affiliated and the Developer shall include Pulte Home Corporation, its successors, assigns, officers, directors, and employees, and all persons, corporations, partnerships and other entities with whom it is or may in the future become affiliated.

NO OWNERSHIP INTEREST

No member shall have any ownership or proprietary interest, beneficial interest, or any other vested interest whatsoever in the Club and Golf Facilities, Community Association, or any of the assets of Community Association. No Associate member shall have any right to vote on or approve any matter relating to management or operation of the Club. The voting rights of all Resident Members are governed by the Amended and Restated Declaration and the Association's Amended and Restated By-Laws. Associate Membership constitutes only a license to use some or all of the Club and Golf Facilities as set forth in this Membership Plan, as it may be amended from time to time. Membership is offered as an opportunity to obtain the recreational and social benefits of the Club and Golf Facilities only and should NOT be viewed as an investment or purchased with any view toward or expectation of profit.

REPRESENTATIONS

No person is authorized to make any representation or provide any information with regard to the Club and Golf Facilities or memberships that is contrary to or in addition to the information contained in the Amended and Restated Declaration, Amended and Restated Bylaws, Amended and Restated Articles of Incorporation and Rules and Regulations, including this Membership Plan and the membership agreements referenced herein.