BOCA WEST
COUNTRY CLUB

ACKNOWLEDGMENT AND AGREEMENT

(75 Mile Privilege)

THIS ACKNOWLEDGMENT AND AGREEMENT (this "***Agreement***") is made and entered into as of the ___ day of _____, 20__ by the undersigned (individually, or if more than one, collectively, the "***Candidate***") in favor of Boca West Country Club, Inc., a Florida corporation not for profit (the "***Club***").

WHEREAS, the Club's bylaws (the "***Bylaws***") and Rules and Regulations (the "***Rules***" and collectively, together with the Bylaws, as previously amended and as they may be amended hereafter, the "***Governing Documents***"), provide that any person who owns or acquires residential property ("***Boca West Property***") in the Boca West community ("***Boca West***") and who then or thereafter owns or resides in another property zoned for residential use located outside, but within a 75 mile radius of, Boca West ("***External Property***"), shall be considered for Club membership, or allowed to continue as a member of the Club ("***Member***"), solely with Social membership privileges; and

WHEREAS, notwithstanding the foregoing, pursuant to the Governing Documents, the Club's Board of Governors (the "***Board***") has the right, in its sole and absolute discretion, to grant Golf or Racquet Sports membership privileges ("***Additional Use Privileges***") to any person who owns or acquires a Boca West Property and who then or thereafter owns or resides in an External Property (an "***External Owner***").

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated by reference herein. All capitalized terms not defined herein shall have the meanings as are ascribed to them in the Rules.

2. Effective Date. Upon the Board's approval of the Candidate for Club membership and complete execution of this Agreement by all parties (the "***Effective Date***"), this Agreement is binding on all signatories hereto.

3. Term. The term of this Agreement begins on the Effective Date and ends immediately upon the date the last Candidate signatory hereto ceases to own their Boca West Property or ceases to be a Club Member, whichever occurs first (the "***Term***").

4. Representations and Warranties. Candidate hereby represents and warrants to Club [initial (A) or (B), whichever is applicable]:

A. [____][____]Candidate does not now own and/or reside in an External Property. However, Candidate acknowledges and agrees to comply with the requirements of this Agreement and the applicable provisions of the Governing Documents in the future in the event the preceding sentence is no longer accurate.

B. [____][____] Candidate does own and/or reside in an External Property.

5. Candidate's Election of a Category of Membership Use Privileges. In the event Candidate initials Section 4.B above (designating current ownership of and/or residency in an External Property), Candidate

hereby requests consideration for the following membership use privileges, if accepted for Club membership [initial (A) or (B), whichever is applicable]:

A. [_____][_____] Social Membership Privileges.

B. [_____][_____] Additional Use Privileges. Subject to Section 6 below, Candidate hereby requests Board approval for one of the following Additional Use Privileges [check designated category]:

[___] Golf Membership; or

[___] Racquet Sports Membership.

6. Restrictions on Leasing and Use or Occupancy of the Candidate's Boca West Property. If the Board approves the Candidate's request for Additional Use Privileges, the Candidate acknowledges and agrees that during the Term of this Agreement, the only persons who may use or occupy the Candidate's Boca West Property for any period of time are the Candidate and the Candidate's parents, grandparents, children, children's spouses and grandchildren (collectively, "***Relatives***"), and no other persons. With the exception of Relatives, no Member with Additional Use Privileges shall permit any third party to lease, use or occupy their Boca West Property. Within 10 calendar days of the Club's request, Candidate shall provide to the Club such documentation as may be necessary or required to verify the Candidate's relationship with any occupant of Candidate's Boca West Property.

7. Club Dues.

A. Social Membership Category. Candidate's dues obligations shall be the amount set by the Club annually for an annual family social membership.

B. Additional Use Privilege Categories. Candidate's dues obligations shall be the amount set by the Club annually for the Golf or Racquet Sports membership category chosen by the Candidate above and approved by the Club below. Nothing herein precludes a Member with Additional Use Privileges to elect to change their membership category annually by use of the Club's dues selection worksheet.

8. Alternative Ownership. In the event a Boca West Property is owned by an Alternate Owner, this Agreement shall be binding upon any Candidate who directly or indirectly owns more than 25% of the beneficial or record ownership of such Alternate Owner. For purposes hereof, "***Alternate Owner***" shall mean any record title owner other than (i) an individual, natural person, or (ii) a husband and wife. Examples of Alternative Owners include, without limitation, corporations, limited liability companies, partnerships, trusts, and tenancies in common.

9. Future Acquisitions and Residencies. In the event the Candidate does not own and/or reside in an External Property as of the Effective Date but hereafter acquires and/or resides in an External Property at any time after becoming a Club Member, then that Member must execute and submit to the Club a new version of this Agreement in such form as is then effect, which, if executed by the Club, shall supersede and replace the terms herein.

10. Violations and Remedies. Violations of the terms hereof may subject the Candidate/Member to all the provisions set forth in the Governing Documents that includes but is not limited to the immediate suspension of privileges or the filing of a grievance that may result in: (i) fines, suspension of privileges; (ii) permanent loss of any and all membership rights and privileges as of the date of the violation; (iii) loss of any entitlement

to refund of any dues or other fees paid to Club; and (iv) if applicable, revocation and loss of any benefits which may have been conferred to Candidate by virtue of the Club's Internal Transfer Policy.

11. Board Authority. The Candidate expressly acknowledges and agrees that: (i) the Candidate shall be bound by the terms and conditions herein set forth and the Governing Documents; (ii) the Board has the sole and exclusive power and authority to interpret and construe the Governing Documents; (iii) all decisions rendered by the Board's shall be final, conclusive, and not subject to any appeal; and (iv) nothing in this Agreement precludes or limits the Board's right to amend the Governing Documents or the classification of membership privileges available to any Members.

12. Binding Effect. When fully executed, this Agreement shall be binding solely upon the Candidate and the Club. This Agreement does not grant or confer any legal, equitable, third-party beneficiary or other rights of any type or description upon or to any third parties including but not limited to Candidate's heirs, assigns, successors, contract purchasers, bankruptcy or other trustees, purchasers at foreclosure or sheriff sales, or any other third parties who obtain legal or beneficial title to the Candidate's Boca West Property or any interest therein.

13. Reservation of Rights. The Board reserves the right, at its sole discretion, to approve the terms of this Agreement or, prior to signing same, the Board may present a modified agreement to the Candidate, which will contain such additional conditions as the deems appropriate.

[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS*]

Signatures:

_____	_____	_____
Candidate‘s Name	Signature of Candidate	Date

_____	_____	_____
Candidate‘s name	Signature of Candidate	Date

Boca West Country Club, Inc. hereby:

[___] Denies all requests.

[___] Approves Candidate for the following membership use privileges conditioned upon Candidate‘s full and continued performance of the foregoing Agreement:

[___] Social Membership

Additional Use Privileges as follows:

[___] Golf Membership

[___] Racquet Sport Membership

BOCA WEST COUNTRY CLUB, INC.

By: _____
Print Name: _____
Title: _____
Date: _____