

THE CLUB AT
Chatham Hills



Application for Membership

Contents:
Membership Agreement
Membership Application Form

The Club at Chatham Hills
20298 Tomlinson Road
Westfield, Indiana 46074

THE CLUB AT
Chatham Hills



MEMBERSHIP OPPORTUNITIES

PREMIER GOLF MEMBERSHIP – Exclusive Early Preferred Initiation Fee of \$20,000 (Non-Residents) and \$17,500 (Residential Rate)

- Ⓜ A Premier Golf Membership includes full use of the Club facilities, Championship Pete Dye 18-Hole Golf Course, 9-Hole Executive Golf Course, Private Golf Locker Room, dining, social activities, as well as the practice area and range. Includes outdoor pool, indoor pool, tennis, deck tennis, fitness center, Clubhouse, Trails, Monon Trail Private Access and more.
- Ⓜ No Club Monthly Dues until spring. Applicable monthly dues will be competitive with similar country clubs in the area. The anticipated monthly dues will be \$385 per month when the course, range and practice facility are open for use, however, said fee will be discounted \$50 per month until Clubhouse is completed and open.
- Ⓜ Dues include all range balls and golf.
- Ⓜ For a limited time, the Premier Golf Membership will be available at an exclusive, Initiation Fee of \$20,000 for Premier Golf Memberships and will be offered to a limited number of members. (Initiation Fee is subject to increase at any time.)
- Ⓜ Residents or individuals who purchase a lot will have ninety (90) days from the date of closing to purchase a Premier Golf Membership at the Residential Rate. Following the 90 days, the prevailing Initiation Fee for Non-Residents rate shall apply.
- Ⓜ With the low initial membership Initiation Fee, this fee will not be refundable or transferable.

SPORT AND SOCIAL MEMBERSHIP – Exclusive Early Preferred Initiation Fee of \$5000 (SPORT AND SOCIAL MEMBERSHIP INITIATION FEE IS WAIVED FOR RESIDENTIAL/HOME SITE OWNERS)

All Residential and Home Site Owners that are not Premier Golf Members will be Sport and Social Club Members. A Sport and Social Membership will include the following:

- Ⓜ Full use of the Executive (9-Hole) Golf Course, dining, social activities, as well as the golf practice area and range, access to all kids and adult amenity programs, training, camps or related events, outdoor pool, indoor pool, tennis, deck tennis, fitness center, Clubhouse, Trails, Monon Trail Private Access and more.
- Ⓜ No Club Monthly Dues until the course, driving range and practice facility are open for use. The anticipated monthly dues will be \$95.00 per month and will commence when the course, range and practice facility are open for use, however, said fee will be discounted \$50 per month until the Clubhouse is completed and open.
- Ⓜ Dues include all range balls and golf.
- Ⓜ Sport and Social Membership Initiation Fee of \$5000 available for a limited time at this early, pre-clubhouse construction rate; with the low Initiation Fee, this fee will not be refundable. Initiation Fee may be subject to increases as membership grows.
- Ⓜ Initiation Fee is waived if purchasing a lot in Chatham Hills. Please contact Karen at rsvp@chathamhills.com to let us know when you have closed on your new home or lot so that we can ensure you receive all club membership updates and announcements.

If interested, please review the Membership Application (Agreement and Application Form) and Membership Plan for The Club at Chatham Hills. Once you have reviewed, please feel free to let us know of any questions you may have. Upon completion of Application, please feel free to visit us at The Chatham House Welcome Center and we can meet you at your convenience to receive the completed and signed Membership Agreement and Application Form to Chatham Hills. We will review, call references and membership is subject to close without notice and therefore, applicants may be placed on the waiting list once approved. Once Application has been accepted, please provide check for Initiation Fee made out to The Club at Chatham Hills at the time of acceptance or within 10 days of acceptance, as well as ACH payment form for convenience payment of future dues. Thank you! Please contact Brad or Betsy with Membership at the following:

Phone: (317) 836-8019 Email: home@chathamhills.com
Mail: The Club at Chatham Hills - The Chatham House
20298 Tomlinson Road, Westfield, IN 46074

CHATHAM HILLS MEMBERSHIP APPLICATION

Premier Golf Membership _____ Sport & Social _____ Resident Premier Golf Membership _____ Resident Sport & Social _____

APPLICANT INFORMATION

Full Name of Applicant: First: _____ Last: _____
Residence Address: Street: _____ City: _____ State: _____ Zip: _____
Mailing Address, if different: Street: _____ City: _____ State: _____ Zip: _____
Future Address/Neighborhood, if moving: Street: _____ City: _____ State: _____ Zip: _____
Home Telephone: _____ Work Phone: _____ Mobile Phone: _____
Email: _____ Alternative Email: _____
Date of Birth: _____
Occupation: _____ Occupation Title/Company: _____

FAMILY INFORMATION

Spouse's Full Name: First: _____ Last: _____
Spouse's Mobile Phone: _____ Spouse's Email: _____
Date of Birth: _____

Unmarried children under the age of 23 years of age and living at home or attending school on a full-time basis:

Full Name: _____ Date of Birth: _____ Full Name: _____ Date of Birth: _____
Full Name: _____ Date of Birth: _____ Full Name: _____ Date of Birth: _____
Full Name: _____ Date of Birth: _____ Full Name: _____ Date of Birth: _____

REFERENCES

Please provide phone number or email for non-member references. Thank you!

Member References (if applicable): 1. _____ 2. _____ 3. _____
Other References (Non-relatives): 1. _____ 2. _____ 3. _____
Past Clubs (if applicable, including location): 1. _____ 2. _____

Signature of Applicant: _____ Date: _____

Signature of Spouse (if applicable): _____ Date: _____

REMITTANCE

Thank you and welcome to Chatham Hills! If you have any questions, please feel free to let our team know at any time at the contact information below or come visit us at The Chatham House Welcome Center. Please return this membership application to The Club at Chatham Hills. Following a personal meeting with the applicant and review of the application, a decision will be made. At any point, membership may be closed and applicants may be approved and placed on the waiting list, if applicable at the time. Upon acceptance, a member of the Chatham Hills team will execute the Membership Agreement and at that time, the initiation fee will be due. Thank you.

Via Mail/In-Person: The Club at Chatham Hills
20298 Tomlinson Road
Westfield, IN 46074

Via Email: home@chathamhills.com

Questions: Please email or call Brad or Betsy at (317) 439-2731

MEMBERSHIP AGREEMENT

Applicant requests the following Membership at Chatham Hills (Please check to indicate type of membership):

Premier Golf Membership _____ Sport & Social _____ Resident Premier Golf Membership _____ Resident Sport & Social _____

I, _____ hereby apply for the above indicated membership at Chatham Hills and acknowledge that I am required to submit a non-refundable initiation fee of \$ _____ payable to Chatham Hills. (Not applicable to Resident Sport & Social Memberships)
Please initial to acknowledge rate: Applicant (s): _____ Chatham Hills Staff: _____

Applicant hereby acknowledges receipt of a copy of the Membership Plan, its rules and regulations ("Plan Documents") and agrees to be bound by all of their respective terms and conditions. Applicant has inspected the Plan Documents and obtained all information the applicant believes necessary to make applicant's decision to execute this Membership Agreement.

Applicant acknowledges payment of the initiation fee made by the applicant pursuant hereto is not an investment in the club and does not constitute any equity, capital or other proprietary interest in the Club or the Club facilities. Applicant understands applicant does not have the right to vote. The timely payment of the initiation fee, monthly dues, state and local taxes, service and merchandise charges and other charges as the club may establish or applicant may incur from time to time are required to acquire and maintain Membership privileges. No monthly dues shall be due until the opening of the Championship Golf Course.

Applicant agrees to abide by and be bound by the Plan Documents. The Plan Documents, rules and regulations may be established or amended from time to time at the sole discretion of the Club, without the consent of the applicant.

If applicant is married, the signature of both applicant and applicant's spouse are required. By executing this agreement and in consideration of the recreational benefits conferred and enjoyed, the applicant's spouse also hereby agrees to be bound by the Plan Documents. Applicant guarantees due payment of all charges made by their spouse, family members and guest(s).

I, the undersigned, acknowledge(s) The Club at Chatham Hills is a private club and membership is subject to acceptance.

Print Name of Applicant: First: _____ Last: _____

Signature: _____ Date: _____

Print Name of Spouse (if applicable): First: _____ Last: _____

Spouse's Signature: _____ Date: _____

Permanent Address: _____

This Membership Agreement shall not be binding upon the Club until the acceptance below is signed and initiation fee is submitted.

Date accepted: _____

By: _____

Authorized signature,
Chatham Hills, LLP

Chatham Hills Staff:

Assigned Membership Number _____

Professional Golf Staff _____

THE CLUB AT
Chatham Hills



MEMBERSHIP PLAN

PURPOSE OF CLUB

A membership for The Club at Chatham Hills offers you an opportunity to acquire a membership at The Club at Chatham Hills, in Westfield, Indiana. Chatham Hills, owned by Chatham Hills, LLP, doing business as Chatham Hills, which offers the future use of championship golf, golf practice facilities, tennis, deck tennis, fitness, yoga, spinning, indoor and outdoor pools, spa, social and more.

CLUB FACILITIES

The facilities of Chatham Hills referred to herein as the "Club Facilities" will include the following:

- ☐ 18-Hole Championship Pete Dye Golf Course
- ☐ Executive 9-Hole Golf Course, designed by Pete Dye
- ☐ The Chatham House (Welcome Center, private party space and future Tennis Pavilion)
- ☐ Swim, Tennis and Fitness Center Clubhouse
- ☐ 15-Acre Practice Range
- ☐ 3-Acre Golf short game area and driving range
- ☐ Over 5 miles of Trails, including Private Access to Monon Trail
- ☐ Heated Golf Hitting Stalls
- ☐ Private Golf Locker Rooms
- ☐ Indoor and Outdoor Swimming Pools
- ☐ Tennis Courts
- ☐ Paddle/Platform Tennis
- ☐ Spa and Fitness Center
- ☐ Yoga/Spinning/Multi-Purpose Exercise Rooms
- ☐ Outdoor Fitness Terrace
- ☐ Private Party accommodations
- ☐ Beautiful restaurant and patio overlooking the valley and hills of Chatham Hills

MEMBERSHIP PRIVILEGES

Membership is an opportunity to belong to a private golf, tennis, athletic, swimming, spa and social club. The Club offers two (2) categories of Membership: Premier Golf Membership and a Sport & Social Membership. Each member will be permitted to use the Club Facilities in accordance with this Membership Plan, as it may be periodically amended. Each category of membership provides certain privileges to use the Club Facilities as described herein.

INQUIRIES

Should you have any questions concerning this Membership Plan or the membership opportunities available at Chatham Hills, please contact the Development Team (email home@chathamhills.com or (317) 439-2731) or Club Manager, when applicable.

PROCEDURES TO APPLY FOR MEMBERSHIP

Persons who desire to apply for membership in the Club must comply with all of the following requirements:

- ☐ Complete and sign the Application for Membership (Membership Agreement and Application Form)
- ☐ Provide Brad Henke or a member of the Development team with a completed and signed Application for Membership

- ⊗ At the time of acceptance of Membership or within ten (10) days after the Application for Membership has been approved, the member must deliver or mail to Chatham Hills, a check made payable to The Club at Chatham Hills for the amount of the membership fee. Membership will begin upon receipt of the required initiation fee.
- ⊗ Applicants should rely only on information in this Membership Plan. No person has been authorized to give any information or make any representation not contained in this membership plan, and if given or made, such information or representation must not be relied upon as having been authorized by the Club.
- ⊗ Memberships in the Club are offered only for recreational purposes. Memberships in the Club are being offered exclusively for the purpose of permitting persons acquiring a membership to obtain recreational use of the Club Facilities. Memberships should not be viewed or acquired as an investment and no person purchasing a membership should expect to derive any economic profits from membership in the Club. No federal or state authority has passed upon or endorsed the merits of this membership plan.

GENERAL DESCRIPTIONS OF MEMBERSHIP PLAN

The Club proposes to implement this Membership Plan pursuant to which the right to use the Club Facilities is available to members of the Club, guests of members and other persons permitted by the Club.

CLUB MEMBERSHIPS

Categories of membership currently available in the Club involve the offering of these categories of non-equity membership: Premier Golf Membership and Sport & Social Membership.

MEMBERSHIP INITIATION FEE

To purchase a Club Membership, the applicant shall submit a membership fee, which is non-refundable in an amount determined by the Club. Memberships are non-transferable.

MEMBERSHIP LIMITS

The number of memberships available in each category is limited and will be available to eligible persons on a first-come, first-serve basis. Each prospective member must submit an Application for Membership and be approved for membership prior to acquiring a Club Membership.

WAITING LIST

If Club Memberships are not available, the Club will establish a waiting list, for each category of membership, of those persons who have notified the Club in writing that they desire to purchase a membership.

MEMBERSHIP PRIVILEGES

All membership privileges will be subject to this Membership Plan, as may be periodically amended. Each category Membership entitles the member to the following privileges.

- ⊗ Premier Golf Members are entitled to use of the 18-Hole Championship Pete Dye Course, the 9-Hole Executive Golf Course, short game practice area and range, golf locker rooms, as well as tennis, fitness center, swimming pools, spa, social amenities and trails. Premier Golf Members have sign-up privilege to reserve golf starting times and tennis court times. Premier Golf Members shall not pay green fees or court fees (except for guests) for use of the golf and tennis facilities of the Club, but shall be required to pay cart or caddie fees.
- ⊗ Sport & Social Members are entitled to use the 9-Hole Executive Golf Course, short game practice area and range, as well as tennis, fitness center, swimming pools, spa, social amenities and trails.
- ⊗ In order to provide the utmost playing pleasure for all members, the Club reserves the right to establish rules and regulations governing membership rights, privileges and obligations, including access, sign-up privileges and starting times with respect to golf, tennis and other recreational facilities of the Club, which rules and regulations may be amended from time to time at the sole discretion of the Club.

PRIORITY OF MEMBERSHIPS

Chatham Hills property owners may have priority over non-property owners to acquire any category of available Membership.

GUESTS PRIVILEGES

Members are entitled to have guests use the Club Facilities in accordance with the privileges granted by the category of membership selected and in accordance with the Membership Policies of the Club, which may be amended from time to time at the sole discretion of the Club. The sponsoring member shall be responsible for the payment of the applicable daily guest fees established by the Club.

MEMBERSHIP APPLICATION

An applicant must mail or deliver, to a designated representative of the Club, a fully completed and signed Application for Membership. At the time of the completion of the Application or within ten (10) days after the notice that the Application for Membership has been approved, the member must mail or deliver to the Club, a check for the required membership Initiation Fee.

REVIEW OF APPLICATION FOR MEMBERSHIP

All applicants acquiring a membership must be approved by the Club. After receiving the Application for Membership, the Club will determine whether the applicant has satisfied the relevant conditions of membership. If the applicant has satisfied these conditions, the applicant will be notified in writing that the application has been acted upon favorably. Payment of the applicable initiation fee will be due within 10 (ten) days of notification of the acceptance of the application.

TAX CONSEQUENCES OF A CLUB MEMBERSHIP

All members acquire their memberships subject to all applicable tax laws, as they may exist from time to time. The Club makes no representations and expresses no opinions and members shall consult with their own tax adviser with respect to the tax consequences of paying the initiation fee.

MEMBERS RIGHTS TO USE THE CLUB

If approved for membership in the Club, the applicant agrees to be bound by the terms and conditions of this Membership Plan, which may be amended from time to time, at the sole discretion of the Club.

DUES AND CHARGES

The Club's membership year will constitute the twelve-month period commencing January 1 and ending December 31, unless otherwise determined by the Club. Each year the Club will determine the amount of dues, and other charges to be paid by each member of the Club for the next membership year. Due shall be payable on a monthly basis. Dues shall be due and payable in advance, on or before the first day of each month during the membership year, unless otherwise determined by the Club.

CURRENT DUES AND CHARGES

Monthly dues are not payable until the course is open. Dues and charges will be the same Premier Golf Members, including Founding Premier Golf Members. The dues for the use of the Club Facilities are set forth in the Membership Options. The amount of the dues for subsequent years is subject to change. The failure of any member to pay the required dues within the prescribed time period shall constitute grounds for forfeiture of membership privileges.

FINANCIAL RESPONSIBILITY FOR CLUB MEMBERSHIP

Each member shall be legally and financially responsible for his acts or omissions as well as those of the member's immediate family and guests. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership. If a membership is issued in the name of both spouses, notice to the Club of termination of marriage or cohabitation shall not discharge either spouse from liability for subsequent dues, fees and other charges and liabilities unless the notice is coupled with the resignation of one of the spouses.

NO CAPITAL ASSESSMENTS

The payment of dues, fees, state taxes, service charges, personal and other charges as the Club may establish from time to time, in its sole and absolute discretion, is required to acquire and maintain membership privileges, and is not a capital assessment. WITH THE EXCEPTION OF THESE CHARGES, MEMBERS ARE NOT SUBJECT TO ANY LIABILITY OF ASSESSMENT FOR THE COSTS AND EXPENSES OF OWNERSHIP OR MANAGEMENT OF THE CLUB OR THE CLUB FACILITIES. CLUB MEMBERS ARE NOT SUBJECT TO ANY CAPITAL ASSESSMENTS.

MANAGEMENT & CONTROL OF THE CLUB FACILITIES & CLUB

The Club or its agents will manage and operate the Club Facilities. As a result, the Club is responsible for the government and administration of the Club Facilities and will have the exclusive authority to accept members, set dues, and other charges, establish rules and regulations and control the management and affairs of the Club Facilities. The Club will pay all operating deficits incurred in the operation of the Club Facilities and will retain all profits from the operation of the Club Facilities.

PROMOTIONAL USE OF THE CLUB FACILITIES

The Club and its designees shall have the right at any time to hold promotional and other special events, including golf and tennis tournaments and outings at the Club, to promote the Club in advertisements and promotional materials by making reference to the Club and the availability of memberships in the Club, and to use the Club Facilities to entertain prospective members in the Club and prospective purchasers of property at Chatham Hills including resale purchasers.

MEMBER ADVISORY BOARD

A Member Advisory Board will be established to serve as a liaison between the management of the Club and the members of the Club (the "Advisory Board"). The Advisory Board is composed of Club Members appointed by the Club on an annual basis. The Advisory Board will serve in an advisory capacity and will meet the Club management on a regular basis. The members of the Club are encouraged to utilize the Advisory Board by voicing their suggestions and concerns through them.

MEMBERSHIP RIGHTS

Membership in the Club permits the member to use the Club Facilities, but does not give a member a vested or prescriptive right or easement to use the Club with equity or ownership interest or any other property interest in the Club or the Club Facilities. Members of the Club are not entitled to vote on any Club matters or otherwise become involved in the management of the Club. A member only acquires a revocable license to use the Club Facilities. Members do not have any ownership interest in the income of the Club. The Club reserves the right to reserve memberships for future purchasers of property at Chatham Hills, to terminate memberships in the Club, to terminate this Membership Plan or to modify this Membership Plan.

PAYMENT OF MEMBERSHIP FEE

The Membership Plan requires that a member pay the membership initiation fee established by the Club at the time of acceptance or within ten (10) days after the date that notice that the Application for Membership has been approved by the Club. Membership will begin upon receipt by the Club of all required initiation fees.

MEMBERSHIP PLAN IS RATIFIED AND CONFIRMED

Except as expressly set forth in the Addendum, all provisions of the Membership Plan are ratified and confirmed and remain in full force and effect in each and every respect. The Club reserves the right to modify or supplement the Membership Plan, in whole or in part, and from time to time, in its sole and absolute discretion.

Any questions or inquiries, please contact Brad Henke at The Club at Chatham Hills at 317-439-2731 or home@chathamhills.com.

April 24, 2014