

RESOLUTION of the
BOARD OF DIRECTORS of
ABERDEEN GOLF & COUNTRY CLUB, INC.

WHEREAS, the Board of Directors of Aberdeen Golf & Country Club, Inc. ("Board") is authorized pursuant to Bylaws Art. V.B.5, to create non-equity and non-voting trial memberships, pursuant to such terms and conditions which the Board deems appropriate; and

WHEREAS, certain residential real properties located within the Aberdeen communities have become outdated or have deteriorated due to the passage of time; and

WHEREAS, it would enhance Aberdeen Golf & Country Club, Inc.'s ability to attract new Members if distressed and deteriorating properties were to be improved, updated and rehabilitated, and

WHEREAS, the Board has determined there is a need to attract investors and new Members by establishing a Renovator Trial Membership;

NOW THEREFORE, BE IT RESOLVED that:

The Board deems it appropriate and hereby establishes a Renovator Trial Membership, pursuant to Article V.B.5 of the Bylaws as follows:

Renovator Trial Membership. This Trial Membership category may be granted by the Board to a party that takes title to one or more residential units with the intention of renovating and rehabilitating the property for subsequent sale to a third party. The Board shall enter into a written agreement with any party approved by the Board to be a Renovator. The Renovator is obligated to provide the Board with a written proposal regarding the manner in which the Renovator proposes to renovate the pertinent residential real property which the Board may or may not approve in its sole discretion.

- a. The Renovator must purchase one or more Aberdeen residential real properties for renovation and resale and must either be a state licensed contractor or employ a state licensed general contractor. In order to be eligible for the Renovator Trial Membership, the Aberdeen residential real properties for renovation and resale must be purchased by the Renovator: 1) from a lender who has obtained title through a mortgage foreclosure action; 2) from an Aberdeen unit's Owner's bankruptcy proceeding; or 3) the residential unit must be unoccupied, unrented, and generating no income for the Aberdeen unit Owner. The Renovator may not be a Club member, beneficial user or qualify to become a Club member based on the ownership of the aforementioned real property being renovated. The foregoing does not preclude a Club member from being a Renovator based on the Renovator's ownership of other Aberdeen real property that is not being renovated.

- b. Upon the date of closing of the purchase of a real property, the Renovator shall provide to the Club payment of the prevailing Class D Non-Equity/Non-Voting initiation and membership application fees. During the twenty-four (24) month renovation time period, the Renovator shall not be obligated to pay the other fees in connection with the Class D Membership including annual dues, capital contributions, special capital assessments, security charges and the food and beverage minimum. If at any time the Renovator receives any income, including from renting the real property, during the twenty-four (24) month renovation time period, the Renovator shall automatically and immediately be required to purchase and to pay to the Club the aforementioned fees for a minimum of a Class D NonVoting/Non-Equity Membership.

- c. Notwithstanding the Renovator's payment of the prevailing initiation and membership application fees, during the twenty-four (24) month renovation period, a Renovator will not be permitted to use the Club or other membership privileges based on the Renovator's ownership of the real property that is being renovated subject to the Renovator Trial Membership. If after the end of the twenty-four (24) month renovation period the Renovator, despite using his best efforts, has been unable to sell the renovated unit the Renovator will be obligated to become a minimum Class D Non-Equity/Non-Voting Member. The initiation and membership application fees that were initially paid by the Renovator will be applied to the Class D membership and the Renovator will be obligated to pay the other fees in connection with a Class D Non-Equity/Non-Voting membership including annual dues, capital contributions, special capital assessments, security charges and food and beverage minimum and the Board shall permit the Renovator the use the Club and enjoy privileges based upon the Renovator's ownership of the real property that has been renovated and unsold.

- d. The Renovator shall agree to any other terms or condition required by Club, including, without limitation, that real property purchased by the Renovator will be sold to a third party only with the purchase of, at a minimum, a Class D Non-Voting/Non-Equity Club Membership and the payment to the Club of the prevailing initiation and membership fees and any other standard membership charges that are in effect at the time of such sale by the Renovator of the pertinent real property. Upon the sale of the real property to a third party, so long as the sale was during the twenty-four (24) renovation time period, the Renovator shall be refunded the Renovator's initial payment of the initiation and membership application fees.

ADOPTED this ____ day of _____ 2019.