

WESTWOOD SHORES MARINA VILLAGE CAMPING CLUB, INC. dba
Marina Village Resort
CLUB MEMBERSHIP AGREEMENT

STATE OF TEXAS }
COUNTY OF TRINITY }

- 1) To the Board of Directors of Westwood Shores Marina Village Camping Club, Inc. (sometimes hereinafter referred to as "Payee"), _____ (hereinafter referred to as "Applicant" whether one or more) hereby makes application to join Westwood Shores Marina Village Camping Club, Inc. ("Club") located at FM 356 on Lake Livingston adjacent to the subdivision known as Westwood Shores, Trinity, Texas, upon the following terms and conditions:
- 2) This application ("Application") is made pursuant to the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") and Rules of the Club ("Rules") and Applicant agrees that he will abide by such Articles of Incorporation, Bylaws, and Rules. Applicant acknowledges that he has received a copy of these instruments.
- 3) This application is for a membership designated as _____, which will entitle Applicant to the *use of the Club facilities*, including a campsite, for specified time segments each calendar year as set forth in the bylaws and Rules of the Club. Periodically, Applicant will receive a calendar with not less than 42 guaranteed camping dates a year. Applicant acknowledges that the specific time periods will be set and may be changed from time to time for his type of membership by the Board of Directors and agrees to be bound by the schedules they set. Applicant also acknowledges that the Board of Directors has promulgated certain rules and regulations governing the use of the Club facilities, including the campsite and Applicant has received a copy of the Rules and Regulations now in effect. Applicant understands that the Rules and Regulations may be altered, repealed or amended by the Board of Directors without any prior notice to Applicant. Applicant also understands that the failure to comply with the rules then in effect may result in the temporary suspension of Applicant's Membership and/or privileges (Applicant's Initial(s) _____/_____)
- 4) Applicant acknowledges that he is familiar with the Club rule prohibiting the use of the Club facilities as a permanent residence and Applicant represents to the Club that he will not use the Club facilities as a principal residence.
- 5) Applicant agrees to pay to Club, as annual dues, his prorated share portion of the operating expenses of the Club including, but not limited to, taxes, insurance, salaries, wages, etc., which sum shall be in addition to the monthly payment (if any) specified above. This amount is presently estimated to be **\$80.00** per month but is subject to change to reflect actual costs. Applicant may also be subject to special assessment, upon the requisite vote of a majority of the Owner-Members, for capital improvements, acquisitions of property or other purposes. The manner of such assessment is fully described in the Bylaws.
- 6) Applicant agrees that failure to pay such assessments when due shall subject him to suspension of membership privileges or may, in the Club's discretion, subject him to loss of his membership as set forth in the Club's Bylaws.
- 7) In the event of such suspension, Applicant will remain liable for all dues and assessments theretofore accrued and those thereafter accruing. In the event of termination of Applicant's membership, then Applicant shall remain liable for all dues and assessments accrued prior to such termination, but shall not be liable for dues and assessments thereafter accruing, pursuant to this Paragraph 4.
- 8) Applicant's Membership is transferable provided the transfer is approved by the Board of Directors (as described in the Bylaws) and the consideration received by Applicant is not more than the consideration paid by Applicant.
- 9) Except as provided in Paragraph 11, Applicant agrees that this Application cannot be withdrawn by Applicant until accepted or rejected by Club.
- 10) THIS APPLICATION TOGETHER WITH THE RULES OF THE CLUB AND THE PROMISSORY NOTE REFERRED TO ABOVE SET FORTH THE ENTIRE AGREEMENT BETWEEN APPLICANT AND THE CLUB. NO SALESMAN OR OTHER PARTY HAS ANY AUTHORITY TO CHANGE OR MODIFY SUCH INSTRUMENTS OR MAKE ANY AGREEMENTS OR REPRESENTATIONS WHICH ARE INCONSISTENT WITH SUCH INSTRUMENTS.
- 11) Westwood Shores Marina Village Camping Club, Inc., whose address is 262 Westwood Drive East, Trinity, Texas 75862 is the fee simple owner and operator of the Club and there are no restrictions on Westwood Shores Marina Village Camping Club, Inc.'s use of the Club property.
- 12) Applicant [has] or [has not] visited the location of the Club (STRIKE ONE). (Applicant's Initial(s) _____/_____)
- 13) If the Applicant timely exercises his right to cancel this Application, as provided in Paragraph 11, all payments made by Applicant to the Club in connection with the Application shall be returned to Applicant before the 21st day after the Club receives notice of cancellation as described in Paragraph 11.
- 14) IF YOU HAVE NOT VISITED THE LOCATION OF THE MEMBERSHIP CAMPING RESORT IN WHICH YOU ARE ACQUIRING AN INTEREST OR MEMBERSHIP RIGHT, YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR OBLIGATION BEFORE THE FOURTH BUSINESS DAY AFTER THE DATE ON WHICH YOU SIGNED THIS CONTRACT. IF YOU DECIDE TO CANCEL, YOU MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE SELLER OR BY MAILING NOTICE BY PREPAID UNITED STATES MAIL TO SELLER OR SELLER'S AGENT FOR SERVICE OF PROCESS. YOUR NOTICE OF CANCELLATION IS EFFECTIVE ON THE DATE SENT OR DELIVERED TO WESTWOOD SHORES MARINA VILLAGE CAMPING CLUB, INC. AT 262 WESTWOOD DRIVE EAST, TRINITY, TEXAS 75862. A PURCHASER SHOULD NOT RELY ON STATEMENTS OTHER THAN THOSE INCLUDED IN THIS APPLICATION AND THE DISCLOSURE STATEMENT.

This application is made this the _____ day of _____, 20_____.

APPLICANT NAME	ADDRESS
APPLICANT NAME	CITY, STATE, ZIP CODE
TELEPHONE (Home)	TELEPHONE (Work)
EMPLOYER: _____	CHILDREN(s) NAME and DATE OF BIRTH(s)
POSITION: _____	
BUSINESS ADDRESS: _____	
OTHER CLUB MEMBERSHIPS: _____	

The Board of Directors of Westwood Shores Marina Village Camping Club, Inc. hereby accept this application this the _____ day of _____, 20_____.

Membership Number _____ Board of Directors
Westwood Shores Marina Village Camping Club, Inc.
by: _____