



2017 – SPECIAL MARKETING PROMO

**Certificate Membership
Application and Agreement**



CREEKMOOR
Property Owners Association, Inc.

Certificate Membership Application

Applicant Information

Applicant's Name: _____

Home Address _____

City _____ State _____ Zip Code _____

Date of Birth ____/____/____ Home Phone _____

E-Mail Address _____ Cell Phone _____

Occupation _____ Employer _____

Work Address _____

Work phone # _____ Work e-mail _____

Referred by _____

Spouse Information

Name _____ Date of Birth ____/____/____

E-mail address _____

Occupation _____

Employer _____ Address _____

Work Phone # _____ Work e-mail _____

CERTIFICATE MEMBERSHIP AGREEMENT

This Certificate Membership Agreement (“the Agreement”) is made this ____ day of _____, 20____, (“the Purchase Date”) by and between _____ (hereinafter “the Certificate Member”), and Cooper Land Development, Inc., an Arkansas corporation in good standing (hereinafter “CLD”) for the purpose of the purchase and sale of a Certificate Membership as defined by the Declaration of Covenants and Restrictions for Creekmoor Planned Unit Development (“the Declaration”), in Article III, Section 3, and in accordance with the following terms: **NOTE: SPECIAL 2017 PROMO INITIATION FEE WAIVED**

New member initial _____ General Manager initial _____

1. Certificate Member hereby subscribes for and agrees to pay to CLD the sum of \$~~1,500~~* (“the Purchase Price”) for the Certificate Membership purchased hereunder. The Purchase Price is due and payable upon execution of this Agreement. Certificate Member further agrees to pay the sum of \$260* a month to the Creekmoor Property Owners Association, Inc. (“Creekmoor “POA”) as and for monthly membership dues (“the POA Dues”). The amount of the POA Dues under this Agreement is subject to change annually on the anniversary of this Agreement by the Creekmoor POA, but may not be increased to an amount greater than allowed under Article IV, Section 2, second paragraph, of the Declaration.
2. The POA Dues shall commence on the fifth (5th) day of the month following the Purchase Date, and shall continue from month to month thereafter until the Certificate Membership expires, is cancelled or forfeited under the terms of this Agreement.
3. The Certificate Membership purchased under this Agreement is more fully defined in Article III, Section 3 of the Declaration. This Agreement shall supplement those terms where indicated. However, in the event of any conflict between this Agreement and the Declaration, the Declaration shall control.
4. The Certificate Membership purchased under this Agreement shall be valid for a period of sixty months from the Purchase Date.
5. Each Certificate Membership sold has a unique number attached to it for all purposes. In the event of expiration, cancellation or termination of a particular Certificate Membership, the parties hereby acknowledge and agree that Cooper Land Development, Inc. shall be entitled to re-sell such Certificate Membership to anyone at its sole discretion.

* Both the Certificate Membership and monthly dues charged to Certificate Members include all applicable Missouri sales taxes.

6. This Certificate Membership is not assignable or transferable except between spouses (regardless of whether the Certificate Member was married at the time of purchase) and automatically terminates upon the death of both spouses. This Certificate Membership may not be devised, willed, gifted, transferred, sold, encumbered, or hypothecated, voluntarily or involuntarily, by the Certificate Member other than between spouses as provided for herein.
7. The owner of the Certificate Membership sold hereunder understands that it is for a two-year initial term but shall have the right to voluntarily terminate the membership beginning in the third and thereafter each year on the anniversary of the Purchase Date. To voluntarily terminate the Certificate Membership, the Certificate Member must give thirty (30) days written notice of his intention to do so to both CLD and the Creekmoor POA prior to the anniversary of the Purchase Date beginning in the third year. Failure to timely give notice shall result in a waiver of termination rights until the following anniversary date. A Certificate Membership may be terminated earlier than the anniversary Purchase Date upon a proper showing of cause and/or need to the Creekmoor POA. Early termination of the Certificate Membership, regardless of reason, shall not result in a refund of any portion of the Purchase Price nor any POA Dues already paid or owing. Early termination of a Certificate Membership requires that all POA Dues be current and paid.
8. This Certificate Membership is a family membership and entitles the husband, wife and all children by blood, marriage or adoption under the age of 22 and living in the same residence to enjoy the amenities provided by the Creekmoor POA subject to the terms and limitations of this Agreement, including full access to the Creekmoor Golf Course and facilities without paying green fees. Certificate Members shall also be entitled to bring guests to play the Creekmoor Golf Course for the same guest fee charged to Creekmoor residents. For children to be qualified to play under the Certificate Membership provided for herein, proof of residency and age may be required.
9. The Certificate Member understands and agrees that Certificate Membership does not entitle him or her to a vote under the Declaration.
10. The Certificate Member agrees and understands that usage of the Creekmoor Golf Course is based on availability, and is subject to the discretion of the Creekmoor POA.
11. The Certificate Member must check-in with the Golf Shop prior to play.
12. Each Certificate Member hereby agrees to abide by all Creekmoor POA rules and regulations and policies and procedures while exercising any rights granted under this Agreement. Creekmoor reserves the right to amend any and all rules and

- regulations and policies and procedures at any time. Failure of a Certificate Member to abide by the Creekmoor POA rules and regulations and policies and procedures then in place may subject that person to cancellation of his or her Certificate Membership at the sole discretion of the Creekmoor POA.
13. Each Certificate Member is further charged with agreeing to and abiding by the Declaration that governs Creekmoor, to the extent that it applies. Copies of the Declaration and the most current rules and regulations and policies and procedures for Creekmoor will be made available to a Certificate Member on request and are available for review at the Creekmoor POA offices in the Creekmoor Clubhouse.
 14. Certificate Members are not allowed to consume food or beverages not purchased from the Creekmoor Clubhouse Snack Bar or Creekmoor POA authorized vendors on the Creekmoor Golf Course and surrounding property or in the Clubhouse or Golf Pro Shop.
 15. The Purchase Price and the monthly POA Dues paid or owing are non-refundable regardless of reason.
 16. The Creekmoor POA reserves the right to host tournaments, outings, benefits and other special events that may not be open to Certificate Members. In such a case, the Creekmoor Golf Course will not be available for use during these events.
 17. All monthly POA Dues are due on or before the 5th day of each month commencing with the month following the execution of this Agreement, and are late if not received by the Creekmoor POA on or before the 5th day of the following month. Each late payment is subject to a \$25 late fee.
 18. Tender of the Purchase Price or any monthly POA Dues payment with a check that is later returned by a handling financial institution for any reason other than the fault of the Creekmoor POA may result in an additional penalty consisting of reimbursement to the Creekmoor POA for any charges assessed against the Creekmoor POA as a result of the returned check plus the requirement that all future payments be in the form of a fully negotiable money order, certified check or cashier's check.
 19. Violation of any of the terms of this Agreement may result in revocation of the Certificate Membership hereby granted and/or monetary damages at the election of the Creekmoor POA.
 20. The Creekmoor POA is offering to every Golf Member the opportunity to participate in an additional "Preferred Member Package" that entitles the Member to the right to unlimited cart and driving range use for one flat fee of \$1,320 per year. The cost of the Preferred Member Package may be paid in one lump sum or monthly with the charge being added to the Golf or Certificate Membership Fee.

The rules and regulations governing the Preferred Member Package are attached to this Agreement as Exhibit "A" and incorporated herein by this reference. By placing the Member's initials in the blank below this paragraph, (along with the Member's Spouse if the Spouse intends to play under the Golf or Certificate Membership acquired hereunder), the Member has accepted the terms set forth in Exhibit "A".

I am hereby purchasing the Preferred Member Package in addition to the Certificate Membership at Creekmoor.

Initials
Member

Initials
Spouse

Each Certificate Member, by executing this Agreement, does hereby acknowledge that being on the Creekmoor Golf Course involves certain risks including being hit by golf balls, golf carts, golf clubs, and/or natural disasters such as storms, lightning, flooding and water hazards, all with the risk of bodily injury and/or property loss. Each Certificate Member executing this Agreement does hereby expressly assume all such risks and agrees that the Creekmoor POA shall not be liable to the Certificate Member, his or her guests or invitees, or anyone claiming any loss or damage resulting from or based upon the Guest Member or family or friend's use of or being present on the Creekmoor Golf Course, in the Creekmoor Clubhouse, the Creekmoor Golf Shop, any other amenity or other common property areas of the Creekmoor POA.

WHEREFORE, the parties have executed this Agreement effective as of the date first written above.

Certificate Member:

Cooper Land Development, Inc.

By: _____

Spouse (if applicable):

Date: _____

EXHIBIT "A"

PREFERRED MEMBER PACKAGE RULES AND REGULATIONS

1. The Preferred Member Package is available to Golf and Certificate Members only who are in good standing at Creekmoor. The Preferred Member Package may not be purchased separately from either the Golf or Certificate Membership.
2. The price of the Preferred Member Package is \$1,440[†] annually and may be paid one lump sum at the time of purchase or may be paid over time, monthly, in addition to the POA Dues required under this Certificate Membership Agreement. At the Creekmoor POA's election, the first annual purchase may be pro-rated in accordance with the month in which the purchase is made. Thereafter, the Preferred Member Package will be automatically renewed each year as of January 15th unless the owner provides written notice to the Creekmoor POA to discontinue it. A Preferred Member Package Owner who gives notice of the discontinuance of the package will be required to conform to the provisions of paragraph 5 of the above Golf Membership Agreement prohibiting an owner from renewing for twelve (12) months after termination without paying for accrued and unpaid Preferred Member Package installment payments between the date of termination and the date of renewal.
3. An owner of the Preferred Member Package shall be entitled to unlimited use of golf carts while playing at the Creekmoor golf course, subject to availability, at no additional cost. Golf carts may not be checked out or driven by anyone under the age of 18 without an adult present.
4. In addition, an owner of a Preferred Member Package shall also be entitled to unlimited use of the driving range and unlimited driving golf balls during said use without charge.
5. If an owner of a Preferred Member Package discontinues or rejects his/her Certificate Membership, the privileges provided by the Preferred Member Package shall also be automatically discontinued as of the same date as the Membership.
6. No refund, discount, credit or offset shall be provided to the owner of a Preferred Member Package against the cost of the package for any reason, including, but not limited to, discontinued use, loss or suspension of Certificate Membership privileges, without the express written consent of the Board of Directors of the Creekmoor POA.
7. The amount charged annually for the Preferred Member Package is subject to change, annually each January, without notice at the complete and absolute discretion of the Board of Directors of the Creekmoor POA.
8. All of the terms of the attached Membership Agreement apply equally to the Preferred Member Package. If any term in the Membership Agreement conflicts with these rules and regulations, the Membership Agreement shall control.

[†] The Preferred Member Package price includes all applicable Missouri sales tax.