

Montesoro Golf and
Social Club

AMENITIES RESERVATION

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_____ (“**Potential Member**”) wishes to reserve the opportunity to become an amenities member (an “**Amenities Member**”) in the “Montesoro Golf and Social Club” located in Borrego Springs, California (the “**Club**”) with the owner of the Club, Borrego Investors, LLC, a California limited liability company (“**Club Owner**”).

1. **Deposit.** Club Owner acknowledges receipt from Potential Member of the sum of zero Dollars (\$ 0) (the “**Deposit**”). The Deposit will be held by Club Owner. The Deposit shall be applied to the “Amenities Initiation Fee” due upon submittal of the “Application” (as defined below) to Club Owner.
2. **No Contract.** This instrument does not create a contractual obligation on the part of the Potential Member or Club Owner. Any party may, at any time, cancel this Amenities Reservation without incurring liability to the other party. In the event of cancellation by either party, this Amenities Reservation will have no further effect, and the Deposit will be returned to the Potential Member. Potential Member understands that admittance to the Club will be subject to review and approval of the Application by Club Owner.
3. **Amenities Documents.** The terms and conditions of becoming an Amenities Member will be set forth in the Amenities Membership Application and Agreement (the “**Application**”), that certain Declaration of Covenants, Conditions and Restrictions (The Montesoro Amenities) to be recorded in the Official Records of San Diego County (the “**Amenities CC&Rs**”), and the Membership Rules and Regulations (the “**Rules**,” and collectively with the Application and the Amenities CC&Rs, the “**Amenities Documents**”). The Amenities Documents are still being prepared at this time. Any drafts disseminated by Club Owner are subject to change. Club Owner strongly advises you to carefully review the Amenities Documents prior to submitting an Application.
4. **Application Process.** Once the Amenities Documents are finalized, Club Owner will provide the Amenities Documents to Potential Member for Potential Member’s review. Potential Member shall complete and execute the applicable Amenities Documents and submit the same to Club Owner for Club Owner’s review and approval (in Club Owner’s sole and absolute discretion).
5. **No Ownership Interest.** Potential Member acknowledges that an Amenities Membership is a revocable license to the use the Amenities. Potential Member acknowledges that the Amenities are owned by Club Owner. Potential Member acknowledges that an Amenities Member is not a “member” of the Club or Club Owner within the meaning given to such term in the Nonprofit Corporation Law of California (as same may be amended from time to time) and is not entitled to any of the statutory rights provided to members under California law.
6. **No Assignment.** This Amenities Reservation is not transferable by Potential Member.

Executed on this ____ day of _____, 200_.

POTENTIAL MEMBER:

POTENTIAL MEMBER'S SPOUSE:

Name: _____
(Please Print)

Name: _____
(Please Print)

(Signature)

(Signature)

(If the Potential Member is married, the signatures of the Potential Member and the Potential Member's spouse are required.)

SUBMISSION OF THIS AMENITIES RESERVATION DOES NOT CONSTITUTE ACCEPTANCE OF THE POTENTIAL MEMBER FOR AMENITIES MEMBERSHIP.

Accepted on this ____ day of _____, 200_.

Club Owner:

Borrego Investors, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____