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PARADISE VILLAGE GOLF & COUNTRY CLUB
EL TIGRE CLUB DE GOLF
EL TIGRE SPORT AND RACQUET CLUB

RULES AND REGULATIONS

1. INTRODUCTION

Paradise Village Golf and Country Club, S.A. de C.V., a Mexico for profit corporation (“Club Operator”), has established the following rules (“Rules and Regulations”) to govern the use of the Club Facilities (as defined in the Membership Plan) and to promote the health, safety, welfare and enjoyment of all persons using the Club Facilities. The obligation of enforcing these Rules and Regulations for the good of all users is placed primarily in the hands of trained staff whose principal responsibility is to assure members of all the courtesies, comforts and services to which a member of the Club is entitled. It is further the responsibility and the obligation of the members to be familiar with these Rules and Regulations and to abide them at all times.

Club Operator may, in its sole discretion, amend these Rules and Regulations from time to time. These Rules and Regulations are of general observance and apply to all persons using the Club Facilities, whether a member, designee, other authorized user, or guest. Capitalized terms used in these Rules and Regulations shall be defined as set forth in the Membership plan as promoted by the Club. The Director or Manager of the Club shall be the representative of Club Operator for purposes of implementing and enforcing these Rules and Regulations.

2. MEMBERSHIP ADMINISTRATION

2.1. Membership Cards.

2.1.1. Club Operator shall issue membership cards to each member or designee and authorized user, identifying the authorized holder, the classification of membership, and the member’s club account number, if any. Membership cards must be carried at all times while using the Club Facilities. A membership card may be used only by the person to whom it is issued.

2.1.2. Membership cards must be presented, if required, when accessing a Club Facility or charging to a member’s or designee’s Club Account. Membership cards are not transferable and may not be used by any person other than the person to whom it is issued.

2.1.3. In the event that a membership card is lost or stolen, the person to whom it was issued shall immediately notify the Club Operator so that the account may be cancelled and a new number and card issued. The member shall be responsible for all charges placed on the account prior to Club Operator’s receipt of notice of the lost or stolen membership card. Club Operator may charge a card replacement fee in an amount determined by Club Operator for replacement of each lost or stolen membership card, or for otherwise changing a club account number.

2.1.4. All membership cards are the property of Club Operator and must be surrendered to Club Operator upon the effective date of resignation or termination of the membership for which they were issued.

2.2. Notices.

2.2.1. Any notice or other document relating to or required by the Club’s Rules and Regulations and Membership Plan shall be in writing and may be delivered to the other party personally or by courier service with evidence of receipt.

2.2.2. Each member shall give written notice to Club Operator of the member’s mailing address to which Club Operator should direct all notices and invoices. Members and designees shall be deemed to have received notification from Club Operator upon receipt or at the latest five days after they have been sent to the address on file with the Membership Office.

2.2.3. In the absence of a valid address filed with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.

2.2.4. Each member shall notify Club Operator within seven days after the transfer of title to the member's home in Paradise Village Development, identifying the name and address of the transferee and the date of transfer of title. All such notices shall be in writing and shall be accompanied by the member's membership card issued on the member's account.

3. GENERAL CLUB RULES

3.1. Registration.

3.1.1. Members and authorized users must register themselves and all guests upon entering any Club Facility.

3.2. Hours of Operation.

3.2.1. The Club Facilities shall be open on the days and during the hours which Club Operator may establish from time to time.

3.3. Food and Beverage Service.

3.3.1. Alcoholic beverages will be sold, served and permitted to be consumed on the Club premises only as permitted by the applicable Laws. Club Operator reserves the right, in its sole direction, to refuse service to any person who appears to be intoxicated. Club Operator will not sell or serve any alcoholic beverages on the Club premises for off-premises consumption.

3.3.2. No person shall bring or consume food or beverages on the Club premises except those items have been purchased at the Club. All food and beverage consumed on the Club facilities must be purchased at Club and outside catering is not permitted, unless otherwise permitted by the Club Manager.

3.3.3. Employees may not deliver food or alcoholic beverages to locations away from the immediate area of the Club Facilities, except with the prior permission of Club Operator or its designee (e.g., catering arranged through Club Operator or beverage cart).

3.4. Cancellations.

3.4.1. Events and activities requiring reservations have reservation/cancellation deadlines. With the exception of dining room reservations or as otherwise noted herein, there is a 48 hours notice required on all cancellations. In cases where reservations are cancelled, the member is responsible to obtain written confirmation of such cancellation.

3.4.2. Unless otherwise noted herein, no shows will be charged full rate for the event or activity reserved.

3.5. Advertisements and Solicitations.

3.5.1. No person shall post or circulate commercial advertisements on the Club premises or use the Club membership roster without the prior approval of Club Operator.

3.5.2. No person shall originate, solicit, circulate, or post petitions within the Club Facilities or on any other areas of the Club without the prior approval of Club Operator.

3.5.3. The roster or list of Club Members shall not be used for any purpose other than official Club business, nor given to anyone for any reason whatsoever unless authorized expressly by the Club Operator. The roster of members at the Club is the commercial property of the Club Operator and may be furnished to members of the Club only at the sole discretion of the Club Operator. The membership roster shall not be used or given to anyone by a member, employee or third party for any reason whatsoever. Unauthorized release of the membership roster by a member is viewed as a very serious breach of Club's Rules and Regulations. Violations will be severely sanctioned by the Club Operator and may result in immediate termination of membership or other appropriate action as determine by the Club Operator.

3.5.4. The name, logo or stationery and any other intellectual property of El Tigre Club de Golf, El Tigre Sport and Racquet Club and Paradise Village, whether in print, magnetic or electronic form, may not be used for any purpose without the prior written approval of the Club Operator. There shall also be no solicitation in the name of, or on behalf of the Club or Paradise Village without the prior written approval of the Club Operator.

3.5.5. No member may use his or her membership to influence any Club employee in the purchase of supplies or services for the Club.

3.6. Club Personnel and Operations.

3.6.1. No person other than Club Operator and its designees shall supervise, give direction to, or reprimand Club employees. Verbal or physical abuse or harassment of employees will not be tolerated. Any employee not rendering courteous and prompt service should be reported to Club Operator immediately.

3.6.2. No person shall send any employee off of the Club premises for any reason, request special favors or special services from Club employees, or ask Club employees to deliver food or liquor to locations away from the immediate area of the Club Facilities or other areas of the Club, if any, designated for food and beverage service, without the permission of Club Operator.

3.6.3. To facilitate the proper management of the Club Facilities, all complaints, criticisms, or suggestions of any kind relating to any Club operations or personnel should be in writing, signed, and addressed and delivered to Club Operator.

3.7. Gratuities.

3.7.1. Gratuities given to employees and staff are strictly voluntary and may be at the consideration of members and authorized users of the Club Facilities. Members are encouraged to tip when they have received exemplary service from Club personnel.

3.7.2. Gratuities in exchange for granting special favors or for over-looking Rules and Regulations, procedures, and other provisions of the Membership Plan, are prohibited and will result in dismissal of the employee(s) and suspension of Members' use privileges.

3.8. Children.

3.8.1. Children under sixteen years of age are not allowed at the Club Facilities unless accompanied by and supervised by an adult or as otherwise approved by Club Operator.

3.8.2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult or legal guardian.

3.8.3. Children under eighteen years of age are not allowed to use the Club Facilities after 8:00 p.m. unless accompanied by an adult.

3.8.4. Any person who brings a child onto the Club Facilities is responsible for the child's conduct and safety while on the premises.

3.8.5. All children must be appropriately dressed in accordance with the dress code.

3.9. Attire.

3.9.1. All persons using the Club Facilities shall dress in a fashion befitting the surroundings and atmosphere of the Club and in accordance with these Rules and Regulations

3.9.2. All players shall be neat, well groomed and wear appropriate clothing as determined further herein.

3.9.3. For dining and social events in the evening and afternoon, appropriate causal or formal dress will be announced by the Club Operator.

3.9.4. Shirts and shoes shall be worn at all times on the Club premises, except in the locker rooms, beach and pool areas where appropriate bathing attire is permitted.

3.9.5. Golf shoes must be confined to designated areas when worn inside the clubhouse. Metal spikes are prohibited.

3.10. Conduct.

3.10.1. Members are responsible for the character and conduct of any persons whom they invite onto the Club premises.

3.10.2. Members and their guests are expected to act in a courteous and orderly fashion at all times. Loud offensive language is not tolerated at anytime.

3.10.3. Harassment, sexual or otherwise, of Club staff or other members and guests will not be permitted or tolerated.

3.10.4. Club reserves the right to deny entry to any person who appears to be intoxicated.

3.10.5. Any damage caused to the Club Facility by a Member, or a Member's family or guests shall be charged to the Member.

3.11. Animals.

3.11.1. Dogs (other than guide dogs) or other pets are not permitted on the golf course or any other portion of the Club Facilities, except under special circumstances when authorized by Club Operator. Any person who brings an animal onto the Club Facilities is responsible for any damage caused by the animal.

3.11.2 Owners of pets found to be on Club property or at any of the entrances of Club Facilities are responsible to clean up after their pets.

3.12. Club Property.

3.12.1. No person shall remove any club property from the Club premises or the area in which it belongs without permission of Club Operator.

3.12.2. Each member as a condition of membership, and each designee, authorized user and guest as a condition of invitation to use the Club Facilities, assumes sole responsibility for his or her property. The Club Operator is not responsible for any theft, loss or damage to any private property used or stored at the Club Facilities.

3.12.3. Certain areas of the Club facilities, such as the maintenance areas, back room service and administration areas are generally off-limits, unless persons are accompanied by an authorized employee of the Club.

3.13. Parking.

3.13.1. Self parking is permitted in the areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Violators may be towed at the owner's expense.

3.13.2. The Club Operator assumes no responsibility for theft, damage or loss to any vehicles parked in Club parking areas.

3.13.3. Club Operator reserves the right to require the use of parking and access permits in all Club parking areas and access points.

3.14. Telephones

3.14.1. Pay phones are available for outgoing calls. Incoming calls should be received on the Club courtesy phone. All local and long distance call made from Club phones will be billed through the operator or directly to the member or guest.

3.15. Smoking.

3.15.1. Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted inside the Club Facilities, unless approved by the Club Operator.

3.16. Fireworks.

3.16.1. Absolutely no fireworks are permitted anywhere on the Club premises except as part of a fireworks exhibit organized and conducted by Club Operator.

3.17. Weapons.

3.17.1. No firearms or weapons of any kind are permitted on the Club premises at any time.

3.18. Games and Cards

3.18.1. Club Operator shall have the right and power to prohibit any games, sports, unlawful gambling activity, or other activity that it may, in its sole discretion, consider harmful or a nuisance to the general Membership of the Club.

3.19. General.

3.19.1. No member or group of members acting in concert shall allow the same guest to frequently use the Club Facilities as substitute for membership.

3.19.2. Consideration of the comfort of others must be observed at all times by all persons using the Club Facilities.

3.20. Non-Discrimination Policy.

3.20.1. Club employees shall not discriminate against any individual because of the individual's race, religion, creed, color, sex, national origin, age, physical disability, or marital status.

3.21. Complaints

3.21.1. All complaints, criticisms, requests, suggestions and reprimands should be reported to management in writing and should not taken up with employees, other members or in a public forum.

3.22. Club Operator Liability

3.22.1. All persons use the Club Facilities do so at their own risk. The Club or its management will not be responsible for any injury, accident or death resulting from use of the facilities and/or loss or damage to personal property. All accidents, no matter how minor, must be reported to the Club management.

3.22.2. As a condition of use of any Club facilities, all member and any guest hereby agree to hold the Club Operator and Paradise Village Country Club, S.A. de C.V., and its directors, officers, shareholders, partners, managers, members, employees, affiliates, representatives, and agents harmless from any and all claims for injuries, loss or death to person and property sustained from the use of the Club Facilities.

3.22.3. The Club Operator will not be held responsible for the loss or theft of valuables, articles of clothing or any other personal possessions left in the Club Facilities. Please leave all valuables in safe deposit boxes or in a secure location.

3.22.4. The Club Operator assumes no responsibility for the acts and omissions of personnel of the Club, member or guest in the use or administration of first-aid equipment, supplies or medicine. The Club may maintain such first-aid equipment and supplies as a courtesy but has no obligation to employ skilled medical personnel. No physician or nurse will be on duty.

3.22.5. The acceptance by a guest of the use of services and facilities of the Club constitutes an assumption of all risks of being in Club property and an agreement and admission to be bound to all the Club Rules and Regulations. Members shall have the duty to inform their guest of the existence of the Rules and Regulations and any guest has the right to read all of the rules and regulations of the Club. Failure to do so shall not be deemed any excuse for lack

of knowledge or understanding of such risks and obligations assumed by a guest. In the event of any claim by a guest of a member against the Club or its management, the sponsoring members shall indemnify and hold Club or its management harmless for any such claim. The sponsoring member shall be solely liable with respect to his guest.

3.22.6. The Club or its management assumes no liability for members or guests' automobiles, any damage thereto, or property left therein.

3.22.7. The Club or its management assumes no liability or responsibility for members or guests' children, whether attended or unattended.

3.23. Governing Law.

3.23.1. These Rules and Regulations, the Membership Plan and all matters between Member and Club shall be governed by the Laws of Mexico. All claims brought by any person hereunder against the Club, the Club Operator, its affiliates and their respective officers, director, employees and agents, shall be brought in accordance with, and be subject to Mexican Law .

3.23.2. In case of controversy, the Member, claimant and/or the Club Operator hereby submit themselves to courts of Puerto Vallarta, Jalisco, Mexico, waiving rights to all other jurisdictions to which they may be entitled to by any reason whatsoever. For all actions improperly brought against Club Operator or affiliates in other jurisdictions, the claimants shall reimburse Club Operator for all defense, pre-trial and legal cost that may be incurred by Club Operator.

4. FINES AND REPRIMANDS

4.1. The Club Operator is empowered to issue written reprimands and may fine a member up to 100 (one hundred) daily salaries in the Federal District (in addition to any reimbursement) for each occurrence deemed detrimental to the welfare of the Club and for the violation of the Club's Rules and Regulations.

5. SUSPENSION AND/OR TERMINATION OF MEMBERSHIP/USE PRIVILEGES

5.1. Good Standing.

5.1.1. A Club Member, designee, authorized user or their guests shall cease to in "good standing" upon the occurrence of any of the following:

5.1.1.1. Permits the unauthorized use of a member's designee's membership/use card or Club account in contravention of these Rules and Regulations;

5.1.1.2. Exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of the Club de Golf or its members;

5.1.1.3. Fails to pay the membership fee or dues, fees, charges or any other amount owed to the Club Operator on or before the due date;

5.1.1.4. Fails to abide by these Rules and Regulations established for use of the Club Facilities, as may be amended from time to time or cheats in tournaments;

5.1.1.5. Treats staff, employees or other Members of the Club in an unreasonable or abusive manner;

5.1.1.6. Fails to accompany a guest if and when required while using the Club Facilities;

5.1.1.7. Resignation or other termination of the membership by which the member, designee or authorized user was entitled to use the Club Facilities;

5.1.1.8. Convicted of a felony or of any crime involving moral turpitude, or a determination by Club Operator that the person was convicted of a felony or such a crime prior to Club Operator's approval of his or her application and failed to disclose such conviction prior to such approval; and

5.1.1.9. Engages in conduct that Club Operator determines to be detrimental to or likely to endanger the welfare,

safety, harmony or good reputation of Club Operator, the Club or any member, designee or authorized user.

5.2. Discipline.

5.2.1. If Club Operator determines, in accordance with the procedures set forth below, that any Club Member, designee, authorized user or their guests is no longer in good standing, Club Operator may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or expulsion and termination of membership. Any temporary suspension of membership privileges shall be for such period as Club Operator deems appropriate. A suspended member or designee shall remain fully liable for all dues, fees and other charges accruing during any period of suspension.

5.2.2. Club Operator's determination that an authorized user is not in good standing shall be cause for suspension or termination of the authorized user's privilege of using the Club Facilities but shall not affect the privileges of the member, designee or other authorized users. Club Operator's determination that a designee is not in good standing shall be cause for suspension or termination of the privileges of the designee and the designee's authorized users, but shall not affect the privileges of the member. Suspension or termination of a member's privileges due to a determination that the member is not in good standing may be grounds to suspend or terminate all privileges of the member's designees and authorized users.

5.2.3. A person whose use privileges are suspended or terminated pursuant to this section shall not be entitled to use the Club Facilities as the guest of another member or in any other manner. A member who has been expelled shall be deemed to have resigned his or her membership and shall be treated on the same basis as any other resigned membership.

5.3. Notice and Hearing.

5.3.1. Club Operator shall not suspend or terminate the privileges of a member, its designee or any authorized user without prior notice to the member specifying the basis for a belief that the member, its designee or other authorized user is not in good standing, and an opportunity for a hearing on the matter.

5.3.2. If the member, its designee or authorized user requests a hearing in writing within ten days after receipt of such notice, Club Operator shall set a time and date for a hearing and shall provide at least ten days prior written notice thereof to the member. The hearing shall be held before a committee comprised of such persons as Club Operator may designate, who may but not be required to be Club Members. At such hearing, the member, its designee or authorized user may make a statement and present any evidence or witness supporting the position that such person remains in good standing or should not be sanctioned.

5.3.3. The general policy of the Club shall be that neither the Club nor the charged person shall have legal counsel present at any such hearing: provided, however, should the charged person desire to have legal counsel present at the hearing, he or she must notify Club Operator of such desire at least twenty four hours in advance of the hearing, and both Club Operator and the member shall be entitled to have legal counsel present.

5.3.4. The hearing shall be conducted in accordance with the following:

5.3.4.1. Only those persons may attend who, in the discretion of Club Operator, are necessary to afford a complete and impartial hearing.

5.3.4.2. The Club Operator's appointee or representative, if any, may present its arguments for sanctions against the charged person. The Club Operator's appointee shall name the complainants and witnesses who are to testify regarding the charged person's conduct and in support of the charges.

5.3.4.3. The charged person shall have the opportunity to be heard orally or in writing, to present witnesses, produce any statement or evidence on his or her behalf, confront the Club Operator's witnesses, and refute the claims of the complainants.

5.3.4.4. The Club Operator and the charged person each shall be afforded a reasonable opportunity to present relevant matters. The charged person shall have the same amount of time to present its matters and confront the witnesses and complainants as the Club Operator uses to present the matters it deems relevant; however, neither presentation shall exceed one hour, unless Club Operator, in its sole discretion, determines that more time is necessary to present relevant matters. The amount of time that the Club uses to pose questions to those on

attendance shall not be charged against the time allotted to either.

5.3.4.5. The committee shall notify the charged person of its determination and the sanction, if any, to be imposed, within ten days following the date of such hearing. In the discretion of the Club Operator membership privileges may be suspended pending the outcome of the hearing.

CLUB OPERATOR'S DETERMINATION IN ACCORDANCE WITH THIS SECTION THAT ANY PERSON IS NOT IN GOOD STANDING SHALL BE FINAL.

5.3.4.6. Notwithstanding the hearing requirement described above, Club Operator may immediately suspend the privileges of a member, designee or authorized user when, in its sole discretion, Club Operator determines that such person's conduct, if repeated would pose a threat to the welfare and safety of the Club and its members or that the time period involved in complying with the hearing procedure would render such hearing procedure ineffective to address or prevent a recurrence of such person's conduct within such time period. In such event, the member, designee or authorized user involved shall have the right to appeal the suspension to Club Operator or its designee. To perfect this opportunity, a written notice of appeal must be received by Club Operator or its designee within ten days after the date of suspension. If such a suspension is appealed, Club Operator or its designee shall comply with the applicable notice and hearing procedures described above. If such suspension is not appealed, Club Operator or its designee shall review the facts surrounding the suspension to determine the length of the suspension or if further disciplinary action is necessary.

6. DINING AND SPECIAL EVENTS

6.1. Reservations and Seating.

6.1.1. Club Operator may, from time to time, require reservations for dinner and special events. On such occasions, reservations may be made up to three weeks in advance. Club Operator will require that the member guarantee such reservations to the member's Club account.

6.1.2. Dining reservations and a minimum of twenty four hours' notice are required for informal parties of ten or more.

6.1.3. Notice of changes to or cancellations of reservations for special events must be given at least seventy two business hours in advance for special events, and no later than 5:00 p.m. on the evening for which informal reservations are requested, or Club Operator will charge a no-show fee to the member. Reservations for dining will be held for only fifteen minutes after reserved time.

6.1.4. Tables in the Club's dining rooms will be assigned on a first come, first-served basis. Reservations for particular tables will not be accepted.

6.2. Banquets and Private Parties.

6.2.1. Members, their designees, and such other persons Club Operator may authorize, may reserve portions of the Club facilities for banquets and private parties, subject to availability, Club Operator's approval, and such terms and conditions as Club Operator may establish. The person sponsoring the private party shall be responsible for the conduct of the guests, for any damage caused by the guests and the installation of party decor and shall be responsible for the removal of all such party decor following the event.

6.2.2. Groups of ten or more people desiring to use the dining rooms for any purpose must obtain prior approval of Club Operator. Reservations for banquets should be made at least three weeks in advance. A nonrefundable deposit may be required for a banquet reservation. Notice of cancellation of a banquet or private party shall be given to Club Operator at least seventy two business hours in advance.

6.3. Performances.

No performance or act by entertainers of any type will be permitted anywhere on the Club Facilities without the prior permission of Club Operator.

7. GUEST POLICIES

7.1. Guest Registration and Fees.

7.1.1. Members are responsible for registering their guests, obtaining guest passes, and paying the applicable guest fees prior to allowing their guests to use the Club Facilities. The fees for this purpose shall be determined by the Club Operator and may vary according to the type of pass issued. All guest fees and charges incurred by a guest shall be charged to the member's Club account and the member shall be responsible for timely payment thereof, except as otherwise provided herein or in the Membership Plan with respect to tenants, guests and renters.

7.1.2. Unless otherwise approved by Club Operator in advance, a member may sponsor a maximum of three guests at any one time for use of any of the Club Facilities while in the company of the member.

7.2. Day Guests.

7.2.1. Members may sponsor as their day guest a nonmember who does not reside in Paradise Village Development, subject to the following: No person may use the Club Facilities as a day guest more than six days in any twelve month period, whether sponsored by one or more members, except that the children or grandchildren of the sponsoring member may use the Club Facilities as a day guest up to fourteen days in any twelve month period. Club Operator reserves the right to limit the number of day guest passes that it issues during busy periods and peak hours of use. A properly registered day guest may use the Club Facilities, in accordance with the sponsoring member's classification and category of membership, only on the specific date for which the day guest is registered. Day guests must be accompanied by the sponsoring member or an authorized user of the sponsoring member's membership especially when using the golf course. Day guests shall pay all applicable guest fees for use of Club Facilities as established by the Club operator, however, Day Guests and shall not be entitled to receive Member discounts on Club services.

7.2.2. Day guest privileges may be limited by the Club Operator, from time to time, in the sole discretion of the Club Operator. Notice of such limitation will be given by the Club Operator.

7.3. House Guests.

7.3.1. Members may sponsor as their house guest any nonmember who does not reside in the Paradise Village Development and who is staying overnight in the home of the sponsoring member for two or more consecutive nights, subject to the following: A member may obtain a maximum of two house guest passes at a time. No member may sponsor the same house guest for more than two weeks in any twelve month period. House guest passes shall only be issued to persons over age twelve. A properly registered house guest may use the Club Facilities, in accordance with the sponsoring member's classification and category of membership, only while such guest is staying overnight in the home of the sponsoring member. The member may continue to enjoy the privileges of membership while any house guest passes are outstanding. House guests must be accompanied by the sponsoring member or an authorized user of the sponsoring members' membership when using the Club facilities, except as may otherwise be approved by Club Operator. House guests shall pay all applicable guest fees for use of Club Facilities as established by the Club Operator, however, Day Guests and shall not be entitled to receive Member discounts on Club services.

7.3.2. Houseguest privileges may be limited by the Club Operator, from time to time, in the sole discretion of the Club Operator. Notice of such limitations will be given by the Club Operator

7.4 Tenants, Guests or Renters.

7.4.1. A member who owns a residence in Paradise Village Development and leases it or grants the use of same to a third party in accordance with Plan for the Offering of Membership may temporarily reassign his or her Membership privileges to that tenant, guest or renter during the term of the lease, or during the granted use period, provided however, such term is greater than 7 nights and the tenant, guest or renter is physically occupying Member's residence. Club Operator may charge an administration fee for reassigning the Membership privileges and issuing temporary ID cards. The tenant, guest or renter who has received a temporary ID card shall not be required to pay the applicable guest fees to access the facilities, however, shall not be entitled to receive Member discounts on Club services.. The member's privileges shall be suspended while a tenant, guest or renter's temporary ID card is outstanding. The Member shall surrender his or her Membership card during the period of suspension. The member shall be responsible for any delinquent or unpaid charges incurred by their tenant, guests, or renters.

7.4.2 The reassignment of Membership privileges shall be at the discretion of the Club Operator and may be limited,

from time to time, in the sole discretion of the Club Operator. Notice of such limitations will be given by the Club Operator.

7.5. Identification.

7.5.1. Day Guests, House Guests, other Guests, tenants and renters shall carry their temporary ID cards at all times while using the Club Facilities. Club Operator reserves the right to request picture identification from any person at any time while on the Club premises.

7.6. Conduct.

7.6.1. All guests and users are expected to comply with these Rules and Regulations and all other policies established by Club Operator.

7.6.2. The sponsoring member or designee is responsible for the conduct of his or her guests while on the Club premises.

7.6.3. Any guest who, in the reasonable determination of Club Operator, is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected from members, may be asked to surrender his or her guest pass or ID card and leave the Club premises immediately.

8. MEMBERSHIP FEES, ANNUAL DUES, CHARGES, ACCOUNTS AND PAYMENT

8.1. The Member will pay the following for the use of the Membership and the Club benefits:

8.1.1. Membership Fee - The Membership Fee ("Membership Fee") is a one-time fee paid to the Club at the time an individual acquires a Membership in the Club and is received as income by the Club Operator. Such amount is not refundable. The amount of the Membership Fee will be indicated on the Member's Membership Agreement.

8.1.2. Taxes - The amount determined by the Federal, State and local governments which must be collected and remitted by the Club Operator. All taxes are non-refundable.

8.1.3. Security Deposit – The security deposit is an amount in addition to the Membership Fee placed with the Club Operator as a demonstration of the Members good faith in the Club and to secure any future obligations of the Member to the Club. The Deposit is non-interest bearing and is completely subordinated to all other obligations to the Club by the Member. Upon receiving payment of the Deposit, the Club Operator shall issue and sign a Receipt in the Member's name. The Receipt is non-transferable. Upon a Member's resignation or termination, for any reason, and upon surrender of the Receipt, the Club Operator shall repay, to the Member the face amount of the Deposit less any unpaid balance in the Member's account. In the event of a Member's death, the Deposit shall be refunded to the Member's designated representative or estate.

8.1.4. Annual Dues - Annual Dues ("Dues") is an annual fee paid to the Club and is required in order maintain the membership active. The Club Operator shall determine the amount of dues payable, the period of time for which dues shall apply, and the method of payment for dues for the various Membership classifications. Current Dues amounts shall be indicated in the Membership Agreement. Dues are billed annually for the calendar year. The Club may allow installment payments at its discretion. The Club may prorate the dues amount required for those joining the club during the middle of a year. All Federal, State and local taxes shall be added to dues where applicable.

8.1.5. Food & Beverage Minimum – A charge representing a minimum amount of food and beverage that the members are required to consume in the event that Club Operator determines that the restaurant and bar facilities of the Club are to be closed to the public in accordance with the Membership Plan. The food and beverage minimum shall be set by the Club Operator in its sole discretion.

8.1.6. Personal Charges –The Club Operator shall determine the separate charges that it may make for individual services, products, and for playing privileges. Such charges shall be published in the current fee schedule, menus or other price lists.

8.1.7. Service Fee or Gratuity - Member may add a service fee or gratuity to any charges.

8.1.8. Reimbursement Charge - The Club Operator shall levy a reimbursement charge against any Member whose

failure to comply with the Club Rules and Regulations shall cause a fine, damages or the expenditures of funds by the Management in performance of its functions. Such charges may be subject to interest.

8.2. Enforcement of Fees

Each amount charged hereunder as dues, or as any other fee or charge (including charges incurred by family, authorized users, designees or guests of a Member) for use of the Club Facilities, shall be a separate, distinct and personal debt and obligation of the Member against whom the same is charged. In the event of a default in payment of any such fees or charges, the Club shall enforce each such obligation by such means as are provided in the Membership Plan, these Rules and Regulations or as otherwise deemed appropriate by the Club Operator.

8.3. Use of Moneys by Club

Club Operator may expend all amounts paid to the Club in the operation of and improvements to the Club Facilities and no amount will be held in escrow for members.

8.4. Payment for Services

8.4.1. The Club accepts and prefers payment for services by credit card.

8.4.2. Members of the Club may also be issued a personal charge account as set forth below.

8.4.3. Members may pay periodic statements by personal check. Personal checks for the purpose of "Cash" are not accepted. Checks issued with insufficient funds, will be subject to a 20% penalty.

8.4.4. Members may pay cash for services; however this option is not preferred by the Club.

8.5. Personal Charge Accounts.

8.5.1. The opportunity to charge to a member's or designee's personal charge account may be extended as a privilege of membership privileges at the Club and is subject to continuing review and approval by Club Operator.

8.5.2. All personal charge accounts are subject to Club Operator establishing a cash deposit or credit card guarantee prior to use. The Club Operator reserves the right to eliminate the use of Club accounts and monthly billings for members and to require that all dues, fees and other charges incurred at the Club be charged to a member's personal credit/debit card or bank account.

8.5.3. Members are responsible for the payment of all charges made by the authorized users and their guests. Both the Company and the designees are responsible for all dues, fees and charges incurred by the designee, authorized users and their guests.

8.5.4. It is the responsibility of each member and designee to retain receipts for charges incurred at the Club. Copies of the individual monthly charges will not be included in the monthly statement. If a charge is disputed, receipts will be available for review at the Clubhouse during normal business hours.

8.5.5. Club operator will require that the member or designee present his or her memberships card or other valid photo identification prior to each instance of signing charges to a personal charge account.

8.6. Collections and Late Fees.

8.6.1. Club Operator shall deliver periodic statements to each Member which will include a summary of all dues, charge expenditures and other applicable fees. The frequency of such statement shall be determined by Club Operator. Member will pay such statements within fifteen days of the statement date.

8.6.2. In the event that full payment of the balance due is not paid according to the stated terms, the Club operator may apply late charges. Club Operator reserves the right to charge delinquent accounts a finance charge to be set at the discretion of the Club Operator. Said finance charge shall accrue from the date of the statement until paid in full.

8.6.3. The Club Operator may also suspend and/or terminate membership and/or use privileges for failure to pay dues, fees, charges or any other amount owed to the Club in a proper and timely manner. Membership and/or use privileges may be suspended if Club accounts are not paid in full by the fifteenth day after the statement date and are subject to termination if Club accounts are not paid in full within forty five days after the statement date. The

Club Operator may, in its sole discretion, determine not to seek the termination of membership or use privileges. Such determination shall not be deemed a waiver of its right to seek the termination of membership or use privileges at a later date or against any other member or designee of the Club

8.6.4. Should the Club Operator deem it necessary, it may apply such sums as are necessary to settle the member's account from the Member's Membership Deposit. Failure of the Member to reimburse or maintain the full amount of the Deposit is grounds for termination of membership.

8.6.5. If the personal charge account of any member or designee is delinquent, the Club Operator may take whatever action it deems necessary to effect collection. If the Club Operator commences any legal action to collect any amount owed by a member or designee, or to enforce any other liability of a member or designee to the Club Operator, and if judgment is obtained by the Club Operator, the member and designee shall also be liable for all costs and expenses of the legal action and reasonable attorney's fees (including fees required in connection with appellate proceedings.)

8.6.6. All expenses incurred by the Club for checks returned by a Member's or guest's bank and any expenses incurred in connection with delinquent accounts, shall be borne by the Member who caused such expense; further, such Member shall pay all attorney's fees and court costs incurred by the Club in connection with collections.

8.7. Cancellation of Services

Anyone desiring cancellation of a particular service must do so in writing prior to such cancellation being accepted by the Club. Expenses incurred for any service provided prior to receipt of written notice of cancellation shall be billed to the Member. No cancellation of service shall be retroactive. The Club Operator may charge a cancellation fee for canceling reservations made by Member.

9. GOLF RULES

9.1. Hours of Play.

9.1.1. The hours of play shall be posted in the Golf Shop. The golf course and practice range may be closed for general weekly maintenance in such day and during such times as Club Operator may determine. Only the Club Operator or its designee shall determine when the golf course is suitable for play.

9.2. Tournaments.

9.2.1. Club Operator may from time to time sponsor golf activities and tournaments for members, authorized users, guests or third parties. Notices of such activities will be posted in the Golf Shop or otherwise communicated to those eligible to participate. The course may be closed to regular play during the days and hours of such activities. Closing dates and times will be announced in advance.

9.3. Golf Starting Times.

9.3.1. Club Operator shall determine and may change, in its discretion, the number of days in advance that each classification of membership and non-members may reserve golf starting times, consistent with the priority assigned to each classification of membership in accordance with the Membership Plan. Presently, Golf Members and Corporate Members may reserve golf starting times up to sixty days in advance of the day of play. Social Members and Sport Members may reserve golf starting times up to seven days in advance of the day of play, and Club Operator may accept reservations for golf starting times from nonmembers in accordance with the Membership Plan.

9.3.2. All players must have a golf starting time reserved through Golf Shop and all players' names are required for tee time reservations. In an effort to allocate golf starting times fairly, the Golf Shop staff shall assign golf starting times on the basis of availability and priority as determined pursuant to a tee time management system instituted by Club Operator, which tracks the number of golf starting times previously reserved during a particular period of time on account of a particular membership and assigns a rating to such memberships for purposes of awarding golf starting times during high demand periods.

9.3.3. Golf starting time changes must be approved by the Golf Shop.

9.3.4. Golf starting times may be reserved in person or by phone during Golf Shop hours, or electronically via internet at any time.

9.3.5. Any person with a reserved golf starting time should notify the Golf Shop of any cancellation as soon as possible. Players who fail to cancel their golf starting times at least one hour prior to the reserved time may be charged a fee for the unused rounds as Club Operator may determine.

9.3.6. Twosomes may play at the discretion of the Golf Shop staff. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead of them on the golf course. Twosomes and singles will be grouped with other players, if available, with starting times to be determined at the Golf Shop, if necessary. Singles may not reserve tee times unless approved by the Club Operator.

9.3.7. Groups of five or more players per tee time shall not be allowed on the golf course unless permitted by the Golf Shop.

9.3.8. Children less than 6 years of age are not be permitted on the golf course at any time and children less than 12 years of age will require certification by the Club Operator's Golf Professional prior to being able to play on the golf course.

9.4. Registration.

9.4.1. All players must check in and register in the Golf Shop before beginning play. All members and authorized users must present their membership cards or documentation upon registration.

9.4.2. Failure to check in and register at least ten minutes prior to a reserved starting time may result in re-assignment or cancellation of the starting time, at the discretion of the starter. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the starter.

9.4.3. Under no circumstances are players permitted to start play from their residences.

9.5. Golf Attire.

9.5.1. Appropriate golf attire is required for all players on the golf course and practice range. Members and designees are expected to ensure the authorized users and guests adhere to such rules. Members should remind their guests of the dress policy prior to arrival at the Club to avoid delays for the member and guest. Appropriate golf attire is as follows:

9.5.1.1. Men: Shirts with collars and sleeves, slacks or golf shorts are considered appropriate attire. Tank tops, tee-shirts, fishnet tops, cutoffs, sweat pants, denim, bathing suits, or other athletic shorts are not permitted.

9.5.1.2. Women: Dresses, skirts, slacks or golf shorts and shirts or blouses are considered appropriate attire. Halter tops, tee-shirts, fishnet tops, bathing suits, sweat pants, denim, athletic shorts or cutoffs are not permitted.

9.5.2. All golfers shall wear golf shoes with spikes on the golf course; metal spikes are not permitted. Tennis shoes will be permitted at the option of the Club Operator. Large rubber spikes and field shoes are not permitted.

9.5.3. This dress code is mandatory for all players. Improperly dressed golfers may be required to change before playing.

9.6. Discontinued Play Policy.

9.6.1. When weather causes termination of play, any player subject to green fees who has completed fewer than five holes will receive an eighteen-hole credit. If the player has completed at least five holes but less than fourteen holes, he or she will receive a nine-hole credit. It will be the sole responsibility of the player to apply for credit from the Golf shop on the day play is discontinued.

9.7. Practice Range.

9.7.1. The practice range is open during normal operating hours as posted in the Golf Shop. At times to be posted in the Golf Shop, the practice range will be closed for general maintenance.

9.7.2. Range balls are for use on the practice range only. Range balls may not be used on the golf course. The use of range balls on the golf course may result in the offending player being asked to leave the golf course. Each player using the practice range must use the range balls provided by the Golf Shop. No personal range balls are permitted.

9.7.3. Range balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the range.

9.7.4. Retrieving and replaying balls after they have been hit is not permitted.

9.7.5. Golf carts are not permitted on any tee area. Golf carts must be parked in designated areas with all four tires on the paved parking area.

9.7.6. Proper golf attire and conduct may be required on the practice range.

9.7.7. No practice of any kind, or second shots, is permitted on any of the regular fairways, greens or tees.

9.7.8. No player shall have more than one ball in play.

9.8. Lessons.

9.8.1. Lessons by unauthorized professional are prohibited on the Golf course and practice facilities.

9.9. Rules of Play.

9.9.1. The Rules of Golf as adopted by the Mexican Federation of Golf (F.M.G.), the United States Golf Association (U.S.G.A.) together with the Rules of Etiquette as adopted by both shall be the rules of the Club, except when modified by local rules or by any of the rules herein.

9.9.2. All players, especially children and beginning golfers, are expected to learn and observe the fundamentals of golf etiquette.

9.9.3. "Cutting-in" is not permitted at any time.

9.9.4. Practice is not allowed on the golf course. The practice range and practice putting green should be used for all practice.

9.9.5. Speed of play will be strictly enforced. If a player or group fails to keep its place on the course and falls behind the preceding group by more than one hole, the player or group must allow the following group to play through. The same must be done when a member of the group stops to search for a lost ball. No more than five minutes should be used to search for lost balls. If a player is repeatedly warned for slow play, Club Operator or its designee may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

9.9.6. All players who stop for any reason after playing nine holes must occupy the next tee before the following group arrives at the next tee or they will lose their position on the golf course and must get permission from the starter to resume play.

9.9.7. Each player must have his or her own golf bag and set of golf clubs; sharing of clubs is not permitted.

9.9.8. Players are requested to pick up tees after driving. Players should be careful in discarding broken tees since the tees damage the mowers and puncture golf cart tires.

9.9.9. All players shall enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

9.9.10. Players shall repair all ball marks on the green.

9.9.11. Players shall repair all divots.

9.9.12. No person shall remove golf balls from water hazards or roughs without prior authorization from the golf professional except that a player may, during the course play, retrieve or play a golf ball which that player has just hit.

9.9.13. Golf play may begin only from the first or tenth tees, except during tournaments and special events, as directed by Golf Shop personnel.

9.9.14. If lightning is in the area, all play shall cease and players should seek appropriate shelter immediately.

9.9.15. Proper golf etiquette shall be observed at all times.

9.9.16. Jogging, bicycling, fishing, recreational walking and other recreational activity (i.e. other than in the course of golf play) are not permitted on the golf course at any time.

9.9.17. No beverage coolers are permitted on the course or on any privately-owned golf cart unless provided by Club Operator.

9.10. Golf Course Etiquette.

9.10.1. Anticipate the club or clubs you may need and be ready to play when it's your turn. If delayed in making a shot, indicate to another player to proceed, which should not be deemed playing out of turn.

9.10.2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it's your turn.

9.10.3. While being sociable, please be aware of the proper pace of play.

9.10.4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save significant time. Never leave your golf cart in front of the green.

9.10.5. Carefully rake bunkers after use.

9.10.6. Fill all divots with soil mix provided.

9.10.7. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.

9.10.8. If you are not holding your place on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.

9.10.9. The player assistance personnel will report slow play and all breaches of golf etiquette to the Golf Shop staff who will take appropriate action.

9.11. Handicaps.

9.11.1. Handicaps will be computed under the supervision of the Golf Shop in accordance with the current F.M.G. or U.S.G.A. Handicap System. Club Operator may require a F.M.G. or U.S.G.A. approved handicap to participate in Club Tournaments. All handicaps submitted may be reviewed by the Golf Professional.

9.11.2. Members and authorized users are responsible for keeping accurate records of their scores and turning in their scores for all rounds played on a daily basis. Failure to turn in a score shall result in the posting of a score equal to the lowest score on record for such player. The Golf Shop shall assist anyone needing help with the posting procedures.

9.12. Operation of Golf Carts.

9.12.1. No person shall use the Club's golf carts without prior assignment by and registration in the Golf Shop.

9.12.2. Each operator of a golf cart must be at least sixteen years of age and have a valid automobile driver's license.

9.12.3. Golf carts provided by Club Operator are not to be used off the golf course except by such Club personnel as Club Operator or its designee may authorize. Golf carts are not to be driven to residences at any time.

9.12.4. No more than two golfers and no more than two sets of clubs are permitted per golf cart.

9.12.5. Golf cart operators shall observe all pavement markings, traffic signs and all other basic appropriate rules of the road.

9.12.6. Each golf cart operator must adhere to current golf cart traffic rules and signs as determined and posted by Club Operator or its designee. Golf cart traffic rules and signs are subject to change due to golf course conditions.

9.12.7. Each person riding in a golf cart provided by Club Operator will be charged the prevailing golf cart rental fee.

9.12.8. Golf carts shall be driven on the golf course only during the day when the course is open for play. Golf cart traffic on the golf course is restricted to nine-hole and eighteen – hole rounds of play. Starting times must be scheduled as provided herein.

9.12.9. Golf cart operation is restricted to the designated areas of the golf course, designated cart paths and designated road crossings in Paradise Village Golf and Country Club. Golf carts are not permitted on any tee area of the practice range. Parking of golf carts is allowed in designated areas only. At no time shall the operator of a golf cart traverse private property, sensitive/recuperating landscaping or pedestrian sidewalks.

9.12.10. Golf carts shall be driven in a safe manner. Where possible, do not follow other cart tracks and avoid soft spots in the turf.

9.12.11. Violation of the rules for golf carts set forth in this Section may result in the revocation of golf cart privileges and playing privileges, in addition to such other sanctions as are authorized in these Rules and Regulations and the Plan for the Offering of Memberships.

9.12.12. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a member or authorized user shall be charged to the member or designee Club account, or in the case of damage by a guest, to the sponsoring member or designee.

9.12.13. The Club may require that carts remain on cart paths based on course and weather conditions. Players will be informed of this policy prior to beginning play. Exceptions to this “cart on path only” policy for handicap golfers must be obtained from the Golf Shop.

9.12.14. Always use golf cart paths where provided, especially near tees and greens. Except on golf cart paths, do not drive a golf cart within forty feet of a green, a tee or a bunker.

9.12.15. Members and designees acknowledge they are fully responsible for any and all damages, including personal injury and property damage, that are caused by the operation of the golf cart by the member, designee, authorized users and their guests, and the members and designees shall reimburse Club Operator and its affiliates for any and all damages that may be sustained by reason of operation of the golf cart.

9.12.16. The member and designee using a golf cart accept and assume all responsibility for liability connected with operation of the golf cart. The member and designee also expressly indemnifies and agrees to hold harmless the Club Operator and its affiliates and their directors, officers, shareholders, partners, members, managers, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the golf cart by the member, designee, immediate family members and their guest.

9.12.17. All persons using golf carts on the Club Facilities, regardless of whether the golf cart is provided by the Club or privately owned, hereby release and hold the Club Operator, its affiliates and their respective officers, director, employees and agents, harmless from any and all liabilities, losses or damages resulting from the operation of the golf cart.

9.13. Privately-Owned Golf Carts

9.13.1. The Club currently extends to Golf Members the privilege of using a privately-owned, electric powered golf cart on the golf course. This special privilege is reserved for Golf Members who own a residence in Paradise Village Golf and Country Club and their authorized users only; private golf carts may not be assigned to guests or other members. Club Operator may terminate the privilege of using privately-owned golf carts at any time.

9.13.2. Prior to use on the Club Facilities, privately – owned golf carts must be inspected annually and approved for use by Club Operator or its designee. The annual inspection is to verify that the golf cart is electric powered and of satisfactory appearance only. The owner or operator of a privately-owned golf cart is responsible for inspecting for and ensuring the safety and mechanical condition of the golf cart; Club Operator assumes no responsibility or liability for either.

9.13.3. An annual trail fee for privately – owned golf carts will be billed each membership year to Golf Members who request the privilege of using a privately – owned golf cart and sign an annual trail fee agreement which contains a release of liability in such form as Club Operator may require. The annual trail fee shall be prorated for the first partial membership year in which such privilege is requested, but thereafter shall be non-refundable.

9.13.4. The Club will issue an identification number and annual decal for each privately-owned golf cart approved for use on the Club Facilities upon receipt of the annual trail fee and the annual trail fee agreement. The identification number and decal shall be placed on the golf cart in clear view.

9.13.5. Privately-owned golf carts without a current decal will not be allowed access to the golf course. Trail fees are charged on an annual basis. No person shall be entitled to pay and use a privately owned golf cart on a per round basis.

9.13.6. When a member is no longer paying the annual trail fee for a privately-owned golf cart, or no longer owns a golf cart, all Club decals must be removed from the golf cart and turned in to the Golf Shop.

9.13.7. The annual private golf cart trail fee allows the Golf Member or designee, and any other persons authorized to enjoy the privileges of such membership pursuant to the Membership Plan, to operate the golf cart, provided such person has a valid automobile driver's license and are named on a release of liability signed by the Golf Member or designee. These persons may ride free when riding with the member in the private golf cart. All other persons shall pay the current applicable cart rate when they ride in a privately – owned golf cart.

9.13.8. Members with privately-owned golf carts may ride with each other but may not loan their carts to other members or to guests. Members with private golf carts are responsible for ensuring that their carts are operated only by licensed drivers, in a safe and prudent manner, and in accordance with any and all government regulations and Rules and Regulations.

9.13.9. The Club may require proof that the operation of the golf cart is covered by a liability insurance policy that insures the member or designee and any other users of the golf cart with policy limits of at least US\$100,000 for personal injury and property coverage per occurrence.

9.13.10. Persons using a privately-owned golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart and shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the club.

9.13.11. No privately-owned golf carts will be stored, recharged, or maintained by the Club at any time.

9.14. Walking the Golf Course.

9.14.1. Players may be permitted to walk the golf course during play only at such times as the golf professional may determine, in his or her judgment, that walking will not compromise the pace of play, and then only in strict compliance with such rules as the golf professional may establish.

9.14.2. All players walking the golf must keep up with the pace of play so as not to delay players behind them.

9.14.3. All players walking the golf course must carry their own clubs. Pull carts may not be used. The Club does not currently have or plan to establish a caddy program.

9.15. Food and Beverage on the Golf Facilities.

9.15.1. All food and beverage consumed on the golf facilities must be purchased through the Club.

10. SPORT CLUB FACILITY RULES

10.1. Casual workout attire is acceptable at the Sports Club facilities; tee-shirts, gym shorts, or warm up pants for men; leotards, tights, tee-shirts, gym shorts, or warm up pants for women. Proper athletic footwear is required; no sandals except for locker and pool areas.

10.2. No smoking, eating, or drinking (other than bottled water or sport drinks), is permitted at the Sports Club facilities, except as may be available at outlets authorized by the Club Operator. It is not permitted to enter into exercise areas, gym and pool areas with food.

10.3. No clothing or personal articles may be stored under benches or in the common areas.

10.4. Children at least 16 years of age may use the strength and cardiovascular equipment and participate in group exercise classes and programs as long as parental consent is given. The Club must have on file a written consent, release of liability and authorization from a parent or legal guardian before children will be permitted to use the equipment and before the orientation program. Children less than sixteen years of age are not permitted to use the Sports Club facilities unless accompanied by an adult. No one under 16 years of age is allowed in the Gym area. Children are not allowed to wait for parents in the gym and exercise areas, if they are not participating.

10.5. Courts, exercise and playing areas may only be used for the sports activities for which such areas were designed. In the absence of a previous reservation or scheduled event, usage of all sport facilities is on a first-come, first-served basis. Proper attire and sports equipment is mandatory for each type of sports activity.

10.6. The Club may offer sports equipment rental under the terms and conditions that the Club Operator may determine in its sole discretion, but is not obligated to so.

10.7. Stereos and televisions should not be turned up so loud as to disturb others. Club Operator may ban the use of such equipment in its sole discretion.

10.8. Club Operator may impose time limits or other rules upon an individual's use of high-demand equipment and facilities during peak hours. The Club will post such policies in effect from time to time.

10.9. It is the responsibility of each user to obtain instruction on how to use the equipment prior to using such equipment and the equipment is only to be used in accordance with such instructions.

10.10. All weights and other equipment must be returned to their proper places at the completion of use. Do not allow weights to fall on to the floor or on to other weights.

10.11. The use of towels is obligatory while using exercise equipment or working out in the exercise areas. It is the responsibility of each Member or user to wipe clean any sweat left on the exercise equipment, weights, and floor.

10.12. It is the responsibility of all facilities users to consult a physician before using any facilities of the Sports Club. All persons using the Sports Club facilities shall be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent use of the Sports Club facilities, or participation in active or passive exercise. Any person with health or physical problems should obtain his or her physician's permission before using the Sports Club facilities. The Club Operator may require Members to provide a medical certificate prior to granting the member access to the Sports Club Facilities. If Members or users feel ill or need medical assistance while working out, they should immediately contact Club Staff.

11. TENNIS RULES

11.1. Hours of Play.

11.1.1. The hours of play shall be posted in the Sports Club. Use of the tennis courts shall be subject to the control of the Sports Club staff at all times who shall determine the suitability of the courts for play. Courts will be closed

when necessary for maintenance operations, when dictated by safety considerations, or under adverse weather conditions. The Sports Club may reserve the courts for special events approved by Club Operator.

11.2. Court Times.

11.2.1. Court reservations may be made by electronically, phoning or visiting the Sports Club. No-standing reservations will be accepted.

11.2.2. Singles and doubles may play on courts for an hour and half, except for certain times designated by the Club.

11.2.3. Any persons with a reserved court time shall notify the Sports Club of any cancellations as soon as possible. Players who do not use and fail to cancel a court time at least one hour prior to the reserved time may be charged a fee as Club Operator determines.

11.3. Registration.

11.3.1. All players must check in and register at the Sports Club at least ten minutes prior to their court time or the court will be released to the first name on the waiting list. A player who fails to register prior to play shall have no standing on the court.

11.4. Tennis Attire.

11.4.1. Proper tennis attire, as determined by the Sports Club staff, is required at all times for all players. Colors are permitted. Regulation tennis shoes are required. Tee-shirts with graphic designs, undershirts, fishnet shirts, cutoffs, Bermudas, jams, denim, bathing suits, gym shorts, slacks and walking shorts will not be considered proper tennis attire and are not permitted. The Sports Club staff will ask improperly dressed players to change before playing.

11.5. Rules of Play.

11.5.1. The Rules of Tennis of the Mexican Federation of Tennis (F.M.T) and/or United States Tennis Association (U.S.T.A.) shall apply at all times, except when modified by local rules or by any of the rules herein.

11.5.2. At the end of their playing period, players must promptly relinquish their court to the next players.

11.6. Court Etiquette.

11.6.1. Proper tennis etiquette shall be observed at all times. Excessive noise, racquet throwing, or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

11.6.2. Courtesy and consideration should be observed at all times. Players and spectators shall not enter a court or walk across or behind a court while a point is being played. Players should enter their court from the area closest to the back of the court they will use. Disregard for court courtesy should be reported to management.

12. POOL RULES

12.1. All swimmers must wear bona fide swim attire. Cutoffs, dungarees, and Bermudas are not considered appropriate swim wear. The use of sandals or footwear is required around the pool areas.

12.2. There is no life guard on duty at pools. Swimming is at the swimmer's own risk.

12.3. Children under the age of 16 must be supervised by an adult (at least 21 years of age) or legal guardian at all times when in the pool area.

12.4. Children under the age of six must be accompanied by an adult or legal guardian when in the pool. Children who still require diapers must use approved swimsuit diapers. Children in diapers are allowed only in the children's pool not in the main pool. Children should not be changed or dressed in the pool area. Please use appropriate locker area.

12.5. Showers are required before entering the pool to remove all oils and suntan lotions.

- 12.6. Glass objects, drinking glasses, and sharp objects are not permitted in the pool area.
- 12.7. Lap lanes are for swimming laps only.
- 12.8. Snorkeling equipment, other than a mask, is not to be used in the pool area except as part of an organized course of instruction.
- 12.9. Radios and personal sound devices may be used in the pool area only with earphones.
- 12.10. No food or beverage is allowed in or around the pool facilities unless purchased at a Club Facility
- 12.11. All persons using the pool area must cooperate in keeping the area clean by properly disposing of towels and all litter.
- 12.12. Private parties may be held in the pool area only with approval of Club Operator or its designee.
- 12.13. Tire inner tubes are not permitted. Air mattresses will be permitted in the discretion of the staff on duty depending on the size of the mattresses and the number of people in the pool.
- 12.14. Animals, bicycles, skateboards, play balls of any type, and coolers are not permitted in the pool area. Pool volleyball shall be permitted only at the discretion of the Club Operator.
- 12.15. Foul or abusive language will not be tolerated and may result in suspension of use privileges.
- 12.16. Running, ball playing and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking and dangerous games are not permitted. Boisterous conduct is not permitted at any time.
- 12.17. Saving of chairs for persons absent from the pool area is not permitted.
- 12.18. All persons using the pool furniture must cover the furniture with a towel during use.
- 12.19. Persons with skin disorders or other maladies potentially harmful to others may not use the pool.
- 12.20. Club staff has the full authority to enforce the pool rules and supervise the general conduct of pool users. Club staff may require persons who violate the pool rules or engage in inappropriate conduct in pool area to leave the area immediately.

13. BEACH CLUB RULES

- 13.1. All swimmers must wear appropriate beach and pool attire.
- 13.2. All Pool Rules specified in the previous section also apply to Beach Club pool facilities.
- 13.3. All beach and ocean areas are federal property and the Club or its management are not responsible for any injury, accident or loss resulting from any activity whatsoever in such areas. Use of watercrafts and participation in water-borne activities are carried out at the exclusive risk of member or user. No lifeguard is on duty.
- 13.4. The use of all lounge chairs, palapas, mats, towels and all other Beach Club facilities is on a first-come, first-served basis. Saving of chairs for persons absent from the beach and pool area is not permitted. Club Operator may implement a reservation system for use of some or all Beach Club amenities.
- 13.5. Food and beverage is not permitted in the Beach Club or on the beach unless purchased at the Beach Club restaurant.
- 13.6. Please keep the beach area clean and free of litter. Deposit garbage in the appropriate garbage receptacles.
- 13.7. The beach restaurant facilities shall be not considered part of the Beach Club facility; however privileged access will be granted to members as long as Club Operator shall own and operate such restaurant facilities. Nothing herein shall obligate Club Operator to provide restaurant service.

13.8. The Club Operator may, in its sole discretion and at any time, change or substitute the Beach Club facility or its amenities with another beach club facility or other amenities of a similar or superior nature.

13.9. The use of motorized ground vehicles such as ATV, motor bikes, etc. is prohibited on the beach.

13.10. The use of tents and sun umbrellas shall be at the discretion of the Club Operator. No temporary shade structures of any kind may be constructed or erected without the express permission of the Club Operator.

14. SPA FACILITIES

14.1. Casual attire is acceptable; tee-shirts, gym shorts, or warm up pants for men; leotards, tights, tee-shirts, gym shorts, or warm up pants for women. Robes and sandals are required in the treatment areas. Men and woman should wear a bathing suit for treatments. Proper footwear is required at all times.

14.2. No smoking, eating, or drinking (other than water and sports drinks), is permitted at the Spa Facilities.

14.3. All persons must shower with soap and water before using the steam, sauna or Jacuzzi facilities, or prior to taking a treatment.

14.4. Glass containers are prohibited.

14.5. The steam, sauna and Jacuzzi facilities must be used in conformance with posted rules and notices. Children under the age of sixteen may not use the steam room.

14.6. Use of steam, sauna and Jacuzzi facilities is not recommended for pregnant women, for those under the influence of alcohol, on medication or with high blood pressure or heart conditions. **WARNING:** Overexposure to heat can cause drowsiness, dizziness, and weakness of the legs. Please do not exceed 10 minutes.

14.7. All spa treatments require a previous appointment and are subject to services fees as set by the Club Operator in its sole discretion.

14.8. Members with scheduled spa appointments must arrive 30 minutes in advance of such spa appointment. In the event the member misses a confirmed spa appointment, or is more than 5 minutes late after scheduled time, the Club Operator may cancel such treatment and levy a cancellation charge equal to 50% of the service fee.

14.9. Any person arriving at the exact scheduled time may have their treatment session shorten.

14.10. Any pre-paid service fee on a spa plans, promotions or admission is not reimbursable.

14.11. Spa treatments are not recommended on a full stomach or under the influence of alcohol or drugs.

14.12. Additional spa rules may be posted or published by the Club Operator and delivered to members at the Spa Facility.

15. CLUBHOUSE RULES

15.1. Acceptable attire must be worn in the Clubhouse facility at all times. Acceptable attire shall be casual, collared shirts, shorts, slacks, dresses and skirts. No shorts in the Clubhouse dining area after 6:00 pm.

15.2. No member shall be permitted to bring food and beverage into the Clubhouse unless purchased at the Clubhouse restaurant.

15.3. Use of the Clubhouse by guests shall be permitted as prescribed by the Club.

15.4. A guest may use the Clubhouse when escorted by a Member or when such guest has previously played a round of golf.

15.5. A member or the spouse of a member may bring guests to dine at any time except when the Clubhouse function is designated for members only. The sponsoring member must be in attendance at all times and is

responsible for all charges incurred. Guest shall not have access to other Club facilities unless approved otherwise herein

15.6. Each member is responsible for payment of any guest fees, if any.

15.7. Children under 16 years of age must be accompanied by parents or adult while in the Clubhouse. Children must also follow dress code.

15.8. Please do not remove any books, newspapers, periodicals or magazines that belong to the Club.

15.9. No advertisement or solicitation is permitted in the Clubhouse without the approval of the Club management.

16. LOCKER ROOMS

16.0.1. Lockers are provided on a daily, first-come - first served basis and Club Operator may establish fees for use of same. NO REFUNDS on locker rentals will be made.

16.0.2. The Club Operator is not responsible for any articles placed in the lockers or left in the locker rooms.

16.0.3. All clothing must be kept in lockers. Clothing left out will be collected and put in a storage room and if not reclaimed within thirty days will be disposed of by management of the Club Facilities.

16.0.4. Member and user shall maintain locker and its contents clean and odor free. No food is permitted to be stored in lockers.

16.0.5. Anyone responsible for undue carelessness in keeping the locker rooms clean and orderly will be subject to disciplinary action or fine by the Club Operator.

16.0.6. At the end of the use period of a locker, the member must remove from all of his/her possessions. Failure to do so will result in the locker contents being removed by management and stored in a storage room. Items not retrieved reclaimed within thirty days will be disposed of by management.

16.0.7. Only the members who register for the locker may use the locker space. Lockers are not transferable, nor can be sub-leased.

16.0.8. Keys for lockers are the property of the Club and must be returned by the end of the use period of the locker. If the key is lost, the Club may charge a replacement fee.

16.0.9. Management shall have the right to inspect any locker at any time.

17. CHILDREN'S PLAY AREA RULES

17.1 Only children ages 4 to 10 are permitted to enter and use the Children's Play Area. Children under the ages of 4 shall be permitted to enter and use the Children's Play Area only if accompanied by an adult or by a person who has been authorized by the parents to supervise the child.

17.2 Use of the Children Play Area by Member's children shall be exclusively during the period of time the Member or parent uses the Club Facilities. The Children's Play Area is not a daycare facility and does not provide daycare or babysitting services. Parents may not leave children unattended and leave the Club Facilities while the child is in the Children's Play Area.

17.3 If the conduct of a child is determined as unacceptable by the Club Operator, the Club Operator may remove the child from the Children's Play Area and require the parents to escort the child out of the Sport Club until such a time as Club Operator shall determine, in its sole discretion that the child's conduct is worthy of reinstatement. In repeated cases of child misconduct, the Club Operator reserves the right to permanently bar a child from using or entering into the Children's Play Area or the Sport Club.

17.4. In cases where a child exhibit symptoms of illness, the Club Operator may refuse entry of said child to the Children's Play Area. The Club Operator shall have no obligation to perform any medical screening on children and shall have no liability in the event of an illness outbreak. The Club Operator may require that children present a

medical certificate prior to entering into and using the Children's Play Area.

17.5 No toys other than those authorized by Club Operator shall be permitted in the Children's Play Area.

17.6. Children are not permitted to play in the play room in bathing suits or if they are wet.

18. MISCELLANEOUS PROVISIONS.

18.1. A current copy of the Rules and Regulations will be available in the Club's office for review at any time.

18.2. The Club Operator shall establish Rules and Regulations concerning use of all Club Facilities and other proprieties concerning activities at the Club. Members recognize that the Club Operator has the right at any time and in any manner to amend these Rules and Regulations in its sole and absolute discretion.

18.3. Rules and Regulations governing the day to day operations of the Club, when posted on the Club bulletin board or in a conspicuous place in the corresponding facility, shall become part of the published Rules and Regulations and shall apply to all Members and their guests.

18.4. Any modifications and changes to Rules and Regulations concerning the Club may be presented to the Advisory Board for comment, if such Advisory Board exists