

CASCADAS DE BAJA ASSOCIATION

RULES & REGULATIONS

REVISED JUNE 17, 2016

The following Rules and Regulations have been established for the benefit of all Members and Guests of the Cascadas de Baja Association in order to enhance the vacation experience for you and all other Cascadas members. These rules apply specifically to all guests of Cascadas de Baja as well as to the members of their families and their guests and shall be enforced by the Club's board of directors, the Resort Manager, or the managing agent, as appropriate.

Pursuant to Article IV 4.2 (u) of the Cascadas de Baja Association CC&R's , the board of directors of the Club adopt, publish and enforce from time to time, Rules and Regulations relating to the possession, use and enjoyment of the Club Maintained Property which Rules and Regulations shall be consistent with the provision of this Declaration

DEFINITIONS

The definitions in the Declaration of Covenants, Conditions, and Restrictions (the "CC&R's") of the Cascadas de Baja Association, and the Bylaws of the Association collectively the "Project Documents"), as they each may be amended, have the same meanings here in these rules. Definitions not included in the CC&R's and the Project Documents may also be included. "You" means each owner and each occupant, including exchange users in the Project.

VIOLATIONS

Full compliance with these Rules and Regulations by all parties concerned is anticipated and every member is urged to require strict observance hereof by every occupant of his villa. Violations of these Rules and Regulations should be reported promptly to the Managing Agent who will initiate corrective action as and when he deems appropriate.

CHECK-IN AND CHECK-OUT TIMES

Check-in time or the beginning of each Use Period shall be 4:00 p.m. on the first day of each Use Period. No member or permitted user shall be admitted into his villa before the proper check-in time; provided, however, that person who's Memberships correspond to two or more consecutive Use Period may remain in their villas during any interim service periods subject to the approval of the Managing Agent.

Check-out time shall be 11:00 a.m. on the last day of all Use Periods which shall always be on a Thursday. No Member or Permitted User shall remain in his villa after check-out time; provided, however, that person who's Membership correspond to two or more

consecutive Use Periods need not vacate their villas during any interim service periods subject to the approval of the Managing Agent.

The Club does provide a storage area to store your luggage; however the Club assumes no responsibility for luggage left in the storage area or adjacent corridors.

FAILURE TO LEAVE ON TIME

In the event any Member or Permitted User fails to vacate the villa at the end of the Use Period, or by intentional or negligent acts or omissions renders the villa unusable or prevents another Member from using or occupying the villa during such other Member's Use Period, such Member (the "Detaining Member") or Permitted User (the "Detaining User") shall be subject to the penalties set forth in the Declaration including:

- (a) The immediate removal, eviction or ejection from the villa wrongfully occupied;
- (b) Being deemed to have waived any notices required by law with respect to any legal proceedings regarding removal, eviction or ejection;
- (c) The member or guests will be charged a fine of \$100 if they do not check out of their villa by 1:00 p.m. on their assigned check-out day. If they do not vacate their villa by 3:00 p.m. on their assigned check-out date, they will be charged an additional fine of \$300.00. The imposition of a lien against the Membership of the Detaining member of the Member whose guests or the Permitted User to enforce collection of the amounts described below.

MAXIMUM OCCUPANCY

The maximum overnight occupancy for each villa, including infants and children is restricted to four (4) persons in a One (1) Bedroom Villa, six (6) persons in a Two (2) Bedroom Villa, eight (8) persons in a Three (3) Bedroom Villa, and ten (10) persons in a Four (4) Bedroom Villa. A penalty fee of \$50.00 may be charged per day for each additional person.

CARE OF INTERIOR FURNISHINGS AND EQUIPMENT

After you get to your villa you should report any damage or deterioration to the unit or its common furnishings to the Front Desk as soon as possible. If you don't you might be charged for it. During your stay you are responsible for any damage, other than normal wear and tear, to a unit and its common furnishings. If the unit is uninhabitable due to your negligence, there may be severe consequences: 1) you could be fined or have other penalties imposed, 2) your rights and privileges as an owner or occupant might be suspended, including suspension of your reservation or exchange privileges, 3) you could lose your right to vote in matters requiring the approval of the owners, or 4) all the above. Care of the unit includes removing all your property from the unit at check-out time. Anything left behind after check-out must be treated as abandoned.

Members and guests are expected to maintain their villas in a clean and sanitary condition. Please mop up any spills immediately to avoid having a problem with ants.

HOUSEKEEPING SERVICE

All villas shall receive daily housekeeping service which shall consist of general dusting, cleaning bathrooms and kitchens, changing towels daily, making beds and complete changing of linen twice weekly. Members shall be responsible for all other housekeeping during the respective Use Periods.

Members and guests will be held responsible if the villa is left in an unacceptable condition and extraordinary cleaning is required. The housekeeper will notify their supervisor, who will then take a photo of the condition of the villa. If it is determined that the villa does require extra cleaning either during a stay or on departure, there will be a \$150 fee added to the member or guests account. All fines must be paid at time of check-out.

INVENTORY

An inventory list is kept of all furnishings and kitchen items in your villa. Please do not take blankets, linens, towels or kitchen items from the villa to another villa or area. You are responsible for any damage or loss which may occur during your stay. If anything becomes lost or damaged, please report it to the Front Desk as soon as possible to expedite replacement.

QUIET HOURS

To ensure the relaxation and enjoyment of everyone at the resort quiet hours extending from 10:00 p.m. to 6:30 a.m. daily have been established. Please help us maintain quiet during these hours. On Fridays, Saturdays, and the nights preceding holidays quiet hours will begin at 12:00 Midnight. Please be considerate of others at all times by monitoring any source of noise under your control during Quiet Hours.

Members and Guests are reminded to show thoughtfulness and consideration when using radios (please use headsets when outside or in common areas). Radios are **not** allowed on the beach.

Members, their families and guests should not cause unnecessary noise in the villas, clubhouse, pools and spas, around the buildings, or in the common areas. If there are complaints from members or guests about the excessive noise from a villa, then a warning will be issued by either security or the front desk. If it is necessary to come to the villa a second time due to the noise, then a \$100 fine will be issued and charged to the account. On the third warning, a \$300 fine will be levied and the violating guest will be told that another violation of the excessive noise rule will result in the local police being called to take them into custody.

COMMON AREAS

The outdoor furniture and equipment of the common areas have been provided for the comfort and convenience of all members/guests. These items should not be altered or moved to other areas. Damage caused to say common areas, furnishings or equipment by member, member's family or guests is the responsibility of the member.

BEACHES

The beaches are public; however, we recommend if you walk along the beach, never walk alone. In addition, we recommend you walk toward town (south) when strolling on the beach. Do not walk on the beach and travel (north) away from town.

Please be aware that no food or beverages other than service from the restaurant or bar may be consumed in the community areas.

USE OF POOLS/SPAS

Each member has the exclusive right to use the swimming pools and spa located in the common areas during his Use Period. However, each member shall assume all risk of personal injury or property damage that may result from the use of said pool and spa by Member's family, guests, or invitees. In connection with the use of the pool or spa in the common areas, no use of the swimming pool or spa after 11:00 p.m. is permitted.

Stereos on the beach or around the pool area are prohibited unless earphones are used. Loud noise around the pool/spa area is prohibited.

Please be aware that no food or beverages other than service from the restaurant or bar may be consumed in the community areas.

Members who own villas with private pools and spas may use their private pool and/or spa until 12:00 midnight. Members and guests may use them at their discretion and shall assume all risk of personal injury or property damage that may result from the use of said pool and spa by the Member or Member's family, guests or invitees. If offensive noise or behavior is reported, the Management has the obligation to curtail such activities.

FITNESS CENTER

The hours are from 7:00 a.m. to 8:00 p.m. No children under the age of 12 are allowed in the fitness room. Lifecycles, Life step, treadmill, and free weights are available for use. Please consult your physician before commencing an exercise program. Proper attire is required.

TENNIS COURTS

You must wear proper tennis shoes when on the courts. No street shoes are allowed.

When players are waiting and you are on the courts please limit yourself to one set or one hour of play whichever comes first.

When large numbers of people are waiting to use the courts, children under 14 years of age must give way to adults.

No food or beverage other than water is allowed on the courts.

PETS

Sorry, no pets allowed. No exceptions. A fine of \$75.00 per day will be levied for violation and the pet must be removed from the resort. Members and Guests are encouraged to report violations to the Front Desk.

**GENERAL
CABO SAN LUCAS RULES**

The main office of Municipal Security & Transit, along with the local office, wish to extend to you a most cordial welcome to Cabo San Lucas and a friendly reminder to observe the following regulations which will help you enjoy your stay in this city.

The Cascadas on-site management has the obligation to report to the police of any illegal drug or substances that have been taken into the resort or villa.

Please be aware you could be arrested for breaking the following laws in Mexico:

- 1) Drinking alcoholic beverages in the streets or aboard vehicles.
- 2) Driving a vehicle while under the influence of alcohol or drugs.
- 3) Relieving yourself (urinating, etc.) in public areas.
- 4) Disturbing the peace (fighting, loud conduct, failure to pay for services)
- 5) Committing immoral acts in public areas (nudity, oral disrespect, improper signs or suggestions, etc.).
- 6) Excess volume of radios.
- 7) Throwing bottles or trash in public areas.

You may receive a traffic fine for:

Parking in prohibited zones including motor homes, campers, and boat trailers in unauthorized areas.

Always:

- 1) Carry adequate identification, proof of citizenship, and if driving, your drivers license and registration.
- 2) No policeman is authorized to receive money. If you offer, you are committing a crime.
- 3) Fines are to be paid ONLY at the office (open 24 hrs. a day).

RESERVATION AND USE RIGHTS

Each Club Cascadas member is entitled to use and occupy a particular Villa during a fixed Use Period and the Common Furnishings therein and the Common Area during each Use Year. Each membership shall be either a Term Membership or a Permanent Membership.

Use Period means the time period(s) commencing on Check-in Time on each Thursday and ending on Check-Out Time seven days thereafter during which each Member, in accordance with the provisions of his Membership Purchase and Security Agreement, this Declaration and the Rules and Regulations, shall be entitled to the use and occupancy of a Villa.

No use or occupancy by any Member with respect to a Membership will be permitted if such Member is delinquent in the payment of any amounts owed to the Club with respect to such Membership or to Developer pursuant to a Membership Purchase and Security Agreement with respect to such Membership.

MAINTENANCE FEES

Your annual maintenance fee for any Basic or Special assessment needs to be paid on or before the first day of January of each fiscal year. The details of your obligation to pay Basis and Special Assessments are included in the Declaration and in the Club's Maintenance Fee Billing and Collection Policy.

Article VII, Section 6.1 of the Cascadas de Baja Association Covenant, Conditions, and Restrictions (CC&R's) states: "Each Member who becomes delinquent in the payment of any amount due the Club shall pay to the Club a late charge of twenty-five percent (25%) of each payment which is delinquent. All enforcement powers of the Club shall be cumulative."

If you become delinquent in your financial obligation to Club Cascadas, the Clubs' CC&R's and Collection Policy allow the Association to suspend your reservation privileges and to make your reserved space available for use by other members or the general public. Your voting rights will also be suspended. These rights and privileges may only be reinstated by payment in full of your obligation to the Association.

EXCHANGING

When you submit your fixed use week to Interval International and/or Trading Places International you must have paid Club Cascadas for any outstanding financial obligations (maintenance fee and any special charges) that apply to the Use Year in which you submit your exchange request. If the week you are submitting for exchange use is in a

subsequent year, you will need to pay the maintenance fee for that year. If it has not been billed, you must pay an amount equivalent to the current year's maintenance fees.

CARRYOVER

The Club will not allow unused Use Weeks to be carried over or accrued to any subsequent year through Club services. However, carryovers may be accomplished by depositing your week(s) with an exchange company. Check with the exchange provider for the procedure and fees.

NO SHOW RULE

In order to provide more last-minute space for use at the Resort, the board has adopted the following rule:

If a member has not checked in or made arrangements for late check-in within forty-eight (48) hours after the first day of their reservation, their reserved time may be made available for use by other members or guests.

53rd WEEK

Occasionally, the Use Calendar allows for an extra Use Week in a particular year. That period of time, as shown on the Use Period Calendar, is between the last day of Use Period No. 52 in any Use Year and the first day of Use Period No.1 in the next succeeding Use Year.

If you own week 52 or week 1 or both you will be given an opportunity to rent week 53 for an amount agreed upon by the Developer plus a transaction fee. A limited amount of time will be allowed for you to reserve week 53.

At the expiration of that reservation period all other members will be given the opportunity to reserve week 53. There will be a limited amount of time to make your reservation.

After both reservation periods have expired for Cascadas members any remaining space will be offered to the general public at the highest possible rate.

PERSONAL SERVICE

Please do not ask staff members to perform personal services during their tour of duty. They have assigned tasks which may not be completed in the allotted time if they are diverted. If there is anything that needs attention in your villa or in the common area, please advise the front desk of the Resort Manager.

COMPLAINTS

Please address any complaints or suggestions regarding the resort or the staff in writing to the Resort Manager or the Board of Directors in care of Trading Places International. If you are on-site, the Resort has special forms for your comments, suggestions or concerns.

THANK YOU

We appreciate your efforts to protect and preserve your investment at Club Cascadas de Baja by always being mindful of the effect of your actions on the property and the guests. We look forward to your continued cooperation with these rules during many years of vacationing at Club Cascadas de Baja.

Your Cascadas Board of Directors and
Trading Places International