

LINDO MAR ADVENTURE CLUB, Ltd.

RULES AND REGULATIONS

Revised October 23, 2024

Effective October 23, 2024, the following Rules and Regulations have been established for the benefit of all Members and occupants of the Lindo Mar Adventure Club, Ltd. (the “Club”) located in the Lindo Mar Resort (the “Project” or the “Resort”) in order to enhance the vacation experience for you and all other Lindo Mar Members. These rules apply specifically to all occupants of Lindo Mar Resort 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 XII of the Lindo Mar Adventure Club, Ltd. Bylaws (the “Bylaws”), the Board of Directors of the Club may amend these Rules and Regulations at any time and in any way consistent with the Declaration by way of majority vote of the board.

Important: These rules are written as though you own just one membership. If you own more than one, they apply equally to each membership.

DEFINITIONS

The terms defined in the Declaration of Restrictions (the “Declaration”) of the Lindo Mar Adventure Club, Ltd., and its Bylaws as they each may be amended, have the same meaning in these rules. Definitions not included in the Declaration and the Bylaws may also be included. “You” means each Member and, where applicable, each occupant, including exchange users in the Project.

VIOLATIONS

The failure to abide by these rules may result in, among other things: 1) being fined or having other penalties imposed, 2) suspension of your rights and privileges as a Member or occupant, including suspension of your reservations, exchanges, or use privileges, 3) loss of the right to vote in any matter requiring the approval of the Members, 4.) *Cancellation of your right to use contract*, or 5.) all the above.

HARASSMENT

Members and other residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, residents, guests, occupants, invitees, or directed at management, its agents, its employees, or vendors.

CHECK-IN

Regular use periods begin and end on Saturdays. Check-in time is 4:00 p.m. local time. Check-out time is 11:00 a.m. local time. The Front Desk staff will ask you for identification and to sign a registration form.

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CHECK-OUT

You are required to leave the unit and remove all your belongings at or before the 11:00 a.m. check-out time. In the event you have a late flight, ask the Front Desk about storing bags with security until the time of your departure. Any personal charges incurred during your stay must be paid at check-out or earlier.

CARE OF INTERIOR FURNISHINGS AND EQUIPMENT

You are responsible for any damage, other than normal wear and tear, done to a unit and its common furnishings by you or your guest during your stay. You are similarly responsible for any damage caused by anyone you allow to use your reservation, other than an exchange user, even if you are not present. You or your guest may not make or authorize any alterations to the unit or its common furnishings. If the unit is uninhabitable due to your or your guests negligence, or if alterations have been made by you or your guest or at your direction, you will be subject to the following penalties or consequences: 1) the cost of restoration or repair of the unit or property, 2) being fined or having other penalties imposed, 3) suspension of your rights and privileges as a Member or occupant, including suspension of your reservation, exchange, or use privileges, 4) loss of your right to vote in any matter requiring the approval of the Members, 5) eviction of you or your guest from the unit, or 6) all of the above. Care of the unit includes timely removal of your personal property from your assigned unit at check-out time. Anything left in the unit after check-out and not claimed within 30 days will be considered abandoned.

HOUSEKEEPING SERVICE

Housekeeping service is provided to all units before check-in and during your stay without additional cost. Guests will be charged for any housekeeping service required which is over and above normal. Housekeeping charges must be paid at check-out.

IN-ROOM SAFES

In-room safes are available for the safekeeping of your valuables. Lindo Mar staff will provide instructions on how to use the safe upon check-in. The management and the Club assume no liability for the loss of valuables anywhere on the property whether or not a safe was used.

KEYS

All keys issued at check-in must be returned at check-out. Failure to return keys will result in a lost key charge of one hundred dollars (\$100.00 USD).

DAY USE

Members living in or visiting Puerto Vallarta but not staying at the Resort may have limited Day Use of the Resort when availability permits. Day Use is restricted to the common areas and the restaurant and does not include occupancy of the rooms, pool, jacuzzi, lounge chairs, palapas, or

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towels. Day Users must check in at the front desk and are controlled and governed at the discretion of the front desk and management.

QUIET HOURS

To ensure a peaceful vacation, quiet hours extending from 10:00 p.m. to 7:00 a.m. daily have been established. All residents are asked to maintain quiet during these hours except on Fridays, Saturdays, and the nights preceding holidays when quiet hours will begin at Midnight. Consideration of others should be exercised at all times. Noise from whatever source should be controlled so as not to disturb or annoy other residents.

EMERGENCIES

If the Police Department, the Fire Department, an ambulance, or a doctor is needed, contact the front desk. Report unsafe conditions anywhere to the Resort manager or the front desk immediately.

COMMON AREAS

Soliciting – Please respect the privacy of your fellow residents and refrain from soliciting goods and services, including the rental or sale of a timeshare interest. Please be aware the government of Mexico sees the private solicitation of timeshare rentals or sales by unlicensed individuals as depriving its citizens of an opportunity to earn a living.

Protection of common areas – The furniture, fixtures, and equipment in the common areas have been provided for the comfort, safety, and convenience of all residents and guests and must not be moved to other areas, altered, or removed without permission from the Resort manager.

Damage – Each resident, whether a member, exchanger, or guest, will be held personally liable for any damage or destruction of any common element caused by them, their guests, children, or any other occupants of their unit.

Pool / Beach – Please dry off before entering the lobby, elevator, or units. Beach users should shower at the beach access entrance to remove sand from their feet before entering the pool, units, lobby, or elevator.

Please do not dry your bathing suit, your towels, or any other items by hanging them over the balcony railings.

Respect For Others – Obnoxious, unlawful, or offensive activities are prohibited. The use of profane language will not be tolerated on the property.

Pets – No pets are allowed anywhere on the property. Certified service animals used to assist the handicapped may be permitted with prior approval of the management.

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RESTRICTED AREAS

Certain areas on the property have been designated as common areas and others are restricted for recreational use or loitering. These areas include but are not limited to, hallways, the elevator, stairways, and the parking lot. No one is permitted to loiter in these areas or to use them for recreational purposes.

MAXIMUM OCCUPANCY

The maximum allowable occupancy for each unit, including infants and children is: 1-bedroom, 4 persons; 2-bedroom, 6 persons; 3-bedroom, 8 persons. An additional charge may apply for occupancy over the maximum.

USE BY GUESTS

You may allow others to use your confirmed use period, or you may invite guests to share occupancy of your assigned unit during your use period. You are responsible for them. You may not have more people staying in your unit than permitted by the maximum occupancy limits stated in these Rules and Regulations.

The Resort manager will not allow anyone other than the Member into any unit without written permission from the Member who has the right to use that time. If you intend to have a guest use your use period, you must inform Trading Places International in writing, before the first day of your use period.

PARKING

Parking is for residents only, with no assigned spaces. Your vehicle must be registered at the Front Desk.

POOL & SPA

Residents use the pool area at their own risk. The pool area includes the spa and areas immediately adjacent to the pool. The spa in front of unit 104 is for the private use of the residents of that unit.

The furniture on the patios of units 101, 102, 103, and 104 is for the exclusive use of the residents of those units and may not be removed for use by guests not staying in those units.

The pool and spa are for the exclusive use of residents and their guests between the hours of 9:00 a.m. and 9:00 p.m.

Proper attire must be worn in the swimming pool area as well as in all other common areas.

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Because of limited space and availability of chairs and lounges, you may not reserve them by putting your towel or other items on them. Any items left on pool furniture for an extended period will be picked up by staff and held for you to reclaim.

Special towels are available from the Resort for use in the pool area. Please do not remove any towels from the units for any purpose. The resort is committed to protecting our natural resources and appreciates the reuse of towels whenever possible.

Children 12 years of age and under may not use the pool or spa unless accompanied by an adult who shall be responsible for them.

To keep our equipment operating efficiently, please remove all suntan oil, hair pins, and other such material before entering the pool. Shower to remove sand before entering the pool after visiting the beach.

Please remove your belongings – towels, sunglasses, books, etc. – from the pool area when leaving.

Glass or other breakable containers may not be used in the pool area. If the pool must be drained because of broken glass or other prohibited material, the responsible Member will be liable for the cost involved.

“Horseplay,” including running, screaming, or other boisterous conduct is not permitted in the pool area, nor any splashing of water other than that accompanying normal swimming.

RESERVATION AND USE RIGHTS

Requests may be made in person, by mail, facsimile, e-mail, or other electronic means currently available to the general public. TELEPHONE RESERVATIONS ARE RECOMMENDED since no request, by any means, will be accepted before the hour then-currently designated as the opening time for submitting reservation requests. Written reservation requests (faxes, e-mails, etc.) will be handled AFTER all telephone requests have been processed.

Regular Use Weeks – On a space available basis, and if your Club account is in good standing, you may request a reservation on the first Monday that is no more than eleven (11) months before the first day of the Use Period desired, except that owners of weeks 22 through 25 and weeks 35 through 38 may reserve time in weeks 16 through 21, weeks 26 through 34, and in week 39 if the reservation is requested no more than six months before the desired starting date.

Bonus Use Weeks – The Club will not accept any Bonus Week reservation that: 1) is requested more than nine (9) months before the first day of the Use Period desired, or 2) is requested by a Member who is not current in their financial obligation to the Club.

Confirmations – Each reservation must be confirmed by the Club in writing before it is valid. Reservations will be confirmed on a first-requested, first-served basis. A reservation

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confirmed in writing by the Club is required for you to use the Resort or to allow someone else to use the Resort (applies to both FIXED and FLOATING use). Be sure you take it with you. **NOTE:** Although you may elect to use as many or as few days of your reserved time as you like, reservations are available only in 7-day increments. As stated above, your reservation will be confirmed in writing by the Club. Be sure to have your confirmation with you when you check-in.

Fixed Use Members – Members who own fixed use periods must notify Trading Places International, **not the Resort**, at least sixty (60) days in advance of the first day of their use period as to whether or not they will be using their time. **This must be done every year.** If you fail to do this, you could lose your use for that year.

Fixed to Float – If you own a “fixed” week and would like to change it to “float” on a permanent basis, contact Trading Places International. **NOTE:** You will have to pay a transfer charge. Owners of Penthouse units and units 104 and 706 may not permanently change their use to float but may do it on a year-to-year basis pursuant to the rules in Fixed Use Owners under the heading Reservation Cancellation.

Float to Fixed – If you own a “float” week in a 1-bedroom, a 2-bedroom, or a 2-bedroom deluxe unit and would like to change it to “fixed” on a permanent basis, contact Trading Places International. No more than fifty percent (50%) of the units other than the Penthouses may be fixed use. **NOTE:** You will have to pay a transfer charge. Where applicable, there will also be an upgrade charge.

Unit Assignment – Floating use members may request a specific unit when they reserve their time, however, use of specific units cannot be guaranteed. Circumstances may require staff to assign you a different unit when you check-in.

Exchanging – When you submit your confirmed reservation to an exchange company you must have paid Lindo Mar 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 also need to pay the maintenance fee for that year. If it has not yet been billed, you may pay an amount equivalent to the current year’s maintenance fees.

Carryover – Notwithstanding any policy, procedure, or practice which may have been in place in the past, 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 the 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) forty-eight (48) hours after check-in time on the first day of their reservation, their reserved time may be made available for use by other members or guests. This applies to both floating time and fixed time owners.

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Reservation Cancellation:

Floating Use Owners – You may cancel your reservation without charge once per year by notifying the Reservation Department at Trading Places International at least thirty (30) days before the reservation start date; however, if you cancel a reservation more than once in any given year, there will be a \$25 fee for the second and subsequent cancellations. In any case, remember that, if you cancel, you may not be able to get another reservation for that year. If you cancel less than 30 days in advance, you will be considered to have used your week and may not make another Use Week reservation for that year.

Fixed Use Owners – You may cancel your fixed week and make a reservation for any unreserved period for the same type of unit in the same calendar year by notifying the Reservation Department at Trading Places International at least sixty (60) days before the start of the fixed week. There will be no charge for this. See “Upgrades” for rules regarding changes in type or season.

If there is no other space available, you may keep your fixed week and deposit it for a trade back into Lindo Mar. In that event, it will be considered an internal exchange and will be subject to the then-current rates set by the exchange companies.

Cancellation of Bonus Weeks – If a Bonus Week is canceled at least 30 days out, the maintenance fee will be credited to a rebooked Bonus Week if the new reservation is in the same use year. If the Bonus Week is not rebooked in the same use year, the maintenance fee will be applied as a credit against the member’s regular maintenance fee in the following use year. If the cancellation is within 30 days of the start date, a \$25 fee will be deducted and the balance applied to a rebooked Bonus Week reservation in the same use year or to the member’s next year maintenance fee, whichever is applicable.

53rd WEEK

Occasionally, the Use Calendar allows for an extra use week in a particular year. A few members have purchased the right to use this week when it occurs.

If you do not own week 53, please refer to the week 53 Policy and Guidelines.

UPGRADES

If a unit of a different type or season is available sixty (60) days or less before your check-in date, you may request an upgrade for a nominal fee. The fee for unit upgrade will be based on the increase in unit size; the fee to upgrade to a higher season will be the difference in the then annual current maintenance fee. There will be no discount on maintenance fees or other charges for a unit or season of a lesser value than what you own.

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MAINTENANCE FEES

You must pay any Basic or Special Charges (Maintenance Fees) no later than the due date established by the Board or 15 days before check-in, whichever comes first. The details of your obligation to pay Basic and Special Charges are included in the Declaration and the Club's Assessment Billing and Collection (ABC) Policy.

After you have made a reservation, if you become delinquent in your financial obligation to Lindo Mar, Club policy allows the Club to suspend your reservation privileges and to make your reserved space available for use by other Members or the general public. The proceeds from such use will not be applied against your debt, i.e., you will not be relieved of your responsibility to pay the outstanding obligation.

Whether you have a reservation or not, during the time you are delinquent you will be subject to any or all of the following: 1) suspension of your right to occupy space at the Resort, 2) suspension of your right to vote in any Club proceedings, or 3) permanent cancellation of your membership. These rights and privileges (other than permanent cancellation) may be reinstated only by payment in full of your obligation to the Club.

In the event of cancellation, the board of directors will consider reinstatement of your membership if you satisfy two conditions: 1) You must request reinstatement, in writing, no more than thirty (30) days following notification of cancellation, and 2) if the board agrees to restore your membership, you must pay a \$150 administrative fee to cover the costs involved in the cancellation and reinstatement.

As noted in Article V, Section 5.01 of the Declaration, and notwithstanding anything to the contrary in any purchase document, you must pay your annual maintenance fee and other financial obligations to the Club every year, whether or not you use your membership in that particular year.

PERSONAL SERVICE

Please don't ask staff members or contractors for personal services during their tour of duty. They have assigned tasks that may not be completed in the allotted time if they are diverted. If there is anything that needs attention in your unit or the common area, please advise the front desk or the manager.

COMPLAINTS

Please address any complaints or suggestions regarding the building or the staff in writing to the Resort Manager. Additional feedback may be provided to the board of directors through the owners' corner on the Lindo Mar website. If you are on-site, the Resort has special forms for your use if you prefer not to write a letter.

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THANK YOU

We appreciate your efforts to protect and preserve your investment in Lindo Mar Resort 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 Lindo Mar Resort.

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**Managing Agent
Trading Places Management
25550 Commercentre Dr. Ste. 100
Lake Forest, CA 92630**

IMPORTANT NUMBERS YOU CAN USE

Owner Services: General Business 800/365-6494
Fax 949/448-5140
e-mail info@tradingplaces.com
Web www.tradingplaces.com

Member Travel Arrangements 1-800/365-6494

Assessment Billing & Collection Business 1-800/365-6494

Resort Information

Lindo Mar Resort
K 2.5 Carretera a Barra de Navidad
48399 Puerto Vallarta, Jalisco Mexico
Lindo Mar Business 011-52-322-22-15511 Fax 011-52-322-22-15505
Website: www.lindomarresort.com

Hours of Operation - Reservations, Rentals, Owner Services:

Monday – Friday 10 :00AM – 8 :00PM (Eastern Time)

Exchanges:

Trading Places International (TPI) 1-800/365-3011
Resort Condominiums International (RCI) 1-800/338-7777
Interval International (I.I.) 1-800/621-1884