

THE CLUB
at
Chula Vista Resort
Terms and Conditions

The use of your CLUB Membership will be more enjoyable if all the Rules, Regulations, Terms and Conditions of The CLUB at Chula Vista Resort are followed and adhered to. These Rules and Regulations have been developed by The CLUB Management to assure the successful operation of the CLUB.

Affiliate	The Travel Services providers that have contractual relationships with the CLUB to provide their services.
Affiliated Resort	A Resort that is affiliated with the CLUB in accordance with the terms of an affiliation agreement.
Affiliation	The contractual agreement between a CLUB with other resorts and travel service providers.
Amenities	Features that add to the value of the property such as swimming pools, tennis courts, golf courses, spas, boating, fitness room, laundry facilities, etc. Generally speaking, the more amenities a resort offers the greater the increase in value and demand for the property.
Application	Membership applications submitted by the CLUB for new Members in order to enroll them with Leisure Time Passport and Trading Places.
Bonus Time	Short term stays at numerous affiliated Resorts offered to Members through TPI at reduced rates.
Bonus Week	Weekly stays at worldwide destinations offered to CLUB Members.
Calendar	An annual calendar used by the CLUB, TPI and LTP to designate date ranges for the weeks in the system.
Cash-out	Paying off a financed CLUB Membership purchase within a given time period.
Close or closing	The point at which a Membership is completed.
Closing Costs	Those costs associated with the processing of a CLUB Membership.

CLUB Membership	Year-round usage of resort facilities with Membership in the CLUB.
CLUB Dues	Also referred to as Annual Membership Dues. The fee charged for each Membership in advance to cover the cost of maintaining their Membership. Annual Membership Dues may be increased from time to time.
Default	When a Member stops paying on their Membership Price, after the Member has made the minimum required down payment, and or has not made their monthly payments, and or any and all applicable Membership dues, fees and payments and will become a Delinquent Member.
Delinquent Member	Allows the CLUB to suspend the use of the CLUB Membership by the Member that is in default.
Developer	The Ownership/Developing entity, which is responsible for planning, funding and construction of the property as well as for setting up the Membership plan.
Development rights	Rights reserved by the developer of the project to expand or contract the project or to make additions to the project without the consent of the Member.
Down-payment	The amount of immediate payment to secure the contractual right to complete the Membership purchase, also known as the deposit.
Facility	Any amenity including any structure, service, improvement, or real or personal property, improved or unimproved, other than the unit, which is made available to the members as part of a membership plan.
Getaways	Weekly stays offered by LTP at reduced prices.
Golf Rounds	Members savings are extended to 1 foursome per day, subject to availability and certain conditions.
Golf Cours Charges	A Member may start a TAB for concessions during their round at Cold Water Canyon. There is no established savings for purchases through the mobile golf cart unless a credit card is left at the bar before your rounds start. Each TAB must be settled at the end of your round.
Guest Benefits	Members are permitted and welcome to bring guests, however the Member benefits and discounts are <u>only</u> available to Members and the guest that are present at the time the member presents their membership card to make a purchase while accompanying them.

Guest certificate	Reservation certificate issued to the Guest of a Member from TPI and LTP.
Guest Stay	Members are permitted to arrange reservations for their guests at the Member rates subject to availability and certain conditions.
Home Resort	The CLUB at Chula Vista is considered your Home Resort.
Lock-out	A procedure by which the CLUB Management can prevent a Member from either making any reservations through the reservation systems or using the CLUB Membership for any failure to comply with any of the CLUB rules, regulations, terms and conditions or financial obligations to the CLUB.
Usage Fee	Special Members only rates offered to CLUB Members for their stay at the Chula Vista Resort.
LTP	Leisure Time Passport is referred to as LTP, is a Travel Services Company that CLUB is affiliated with. www.leisuretimepassport.com .
Management	The Company contracted by the resort, which is owned or controlled by the developer to carry out all the day-to-day management of The CLUB.
Membership Dues	The fees, usually paid annually, by each Member to cover the costs of Maintaining the CLUB Membership on a day-to-day basis and to be enrolled with other affiliated companies. Dues are subject to change.
Maximum occupancy	Maximum Occupancy: The maximum number of persons a Unit will accommodate; usually from 2 to 10 persons. Maximum occupancy permitted is monitored and enforced but varies from resort to resort.
Member Benefits	Special rates and savings offered to Members for Rentals, Food and Beverage, Golf, Spa, Entertainment, etc. All member rates are subject to availability, seasonality and occupancy levels of the Resort.
Membership services	All the services provided to Members. This includes the issuing of contracts, billing, collections, sending out information, answering questions, rental and travel programs, etc. This may be out-serviced to a third party.
Offer	Under most jurisdictions, an offer means any advertisement, inducement, solicitation, or attempt to encourage any person to acquire a membership.

Member Referrals	The CLUB when in active sales will often have special promotions that they offer to current Members to encourage them to submit referrals and will receive various incentives from the resort for their referral.
Private occupancy	The number of guests that a unit will accommodate based on two adults per separate sleeping area, with private access to a bedroom.
Purchaser	A prospect who has made a purchase decision to become a CLUB Member and has executed a Membership Agreement.
Referral	Marketing term used to denote a member who refers a friend or associate as a potential purchaser of a CLUB Membership.
Reservation window	The time period which a Member must make a reservation in order to receive the special Members only rates.
Resort Financing	Financing and services offered by developer.
Resort Information	Various information provided containing information such as a description of the resort and a list of the amenities available onsite or within the area.
Resort profile	LTP and TPI provide computerized files of information for each resort in their system. Every profile includes specific information that provides Members with an accurate, up-to-date picture of the vacation experience they can expect when they visit a resort.
Resort Rules	The rules and regulations that the CLUB promulgates from time to time and which govern the physical use of the resort and the CLUB Membership.
Seasonality	The seasonal appeal or desirability to members of a particular time period at a particular resort. The CLUB and other Resorts use seasonality as a factor for determining the value of one use period as compared to another use period.
Trading Places	Trading Places International, referred to as "TPI" is a Travel Services company that the CLUB is affiliated with. www.tradingplaces.com
Unit	A general term used to identify any and all accommodations and lodging units such as a hotel room, condominium, villa or apartment, etc.
Water Park Passes	Water Park Passes may be purchased or used for day use only if not staying at the resort. The passes may only be used for immediate family of a CLUB member. Passes may not be sold, resold, or marketed for personal profit or profit of any kind

Websites

LTP = www.leisuretimepassport.com

TPI = www.tradingplaces.com

The Club at Chula Vista Resort = www.theclubatchulavistaresort.com

**The CLUB
at
CHULA VISTA RESORT**

Rules and Regulations

These Rules and Regulations apply to all CLUB Members and their Guests, which include any person using a Member's unit or any person who uses, occupies or comes upon the common areas. The common areas, condominium units and hotel rooms must be kept neat and clean and no one acts in such a way as to infringe on other Members and guests.

A. Units

1. The common areas, condominium units and hotel rooms must be kept neat and clean and no one is to act in such a way as to infringe on other Members and guests. No one shall create any nuisance or unreasonable annoyance for others; Members and Guests must exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers, or other loudspeakers, so as not to disturb other persons occupying units or using the common areas. No musical instrument will be played and no tape/compact disk players, radio, television set or other sound amplification systems will be allowed to be operated or played in any unit if the same will disturb or annoy other Members or Guests.
2. Bathrooms, toilets and other plumbing and related apparatus shall not be used for any purposes other than those for which they are intended, nor shall improper articles be disposed of in them. Any damages resulting from misuse of toilets and plumbing shall be borne by the Member.
3. No Member shall install or operate in the Building any supplemental heating equipment or use any illumination other than electric light, or use or permit to be brought into the Building any flammable liquids or gas such as gasoline, propane gas, kerosene, naphtha or benzene, or other explosives, or articles deemed hazardous. No Member or Guests shall tamper with or in any way alter safety equipment in the any unit or any common areas.
4. No sign, signal, advertisement, poster or illumination, shall be displayed or exposed on any window, balcony, patio of a any units, or other part of the buildings or in or on any of the common areas.
5. The temperature in all units shall be maintained at a reasonable level during the entire year to insure proper operation of all utilities.. Each Member is responsible

for any damage caused to any unit. Management reserves the right to enter all units to adjust the heat or air conditioning.

6. All curtains, shades and other window coverings in any unit visible from the exterior of the buildings shall be those that were included in each unit.
7. There shall be no smoking permitted in any units. Smoking shall not be permitted in the common areas, unless specifically so posted. B. Limited Common Elements – Balconies/Patios
 1. No use of any of the Limited Common Elements for any units shall create any nuisance or unreasonable annoyance for others. Members and Guests must exercise proper care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers or loud speakers, so as not to disturb other persons using the Resort.
 2. Members and Guests have exclusive right to use the balconies which are Limited Common Elements appurtenant to the unit that they are occupying.
 3. Members and Guests must maintain clean balconies or patios and not to interfere with the balconies or patios of other Units.
 4. Alterations, changes or additions, and permanently affixing items to the floor, walls, ceiling or railings of any balcony or patio.
 5. No cooking (including use of grills) shall be permitted on any balcony or patio of a Unit, or common areas, except in any area that may be specifically designated for such purposes.
 6. Shaking rugs and mops from any balcony, patio or any window, or drying or hanging clothes or any other items in, on or about a balcony or patio, or from the railing of any balcony, or on the common areas is prohibited. Dropping or throwing anything from a balcony or patio, except for ordinary snow removal, is prohibited.
 7. The placement and use of any furniture, fixtures, planters, windsocks, wind chimes, decorations or other items on or about balconies or patios of a Unit, other than furniture which is included in original Unit shall be prohibited.

C. Common Areas - Parking Areas. Driveways. Walks and Recreational Areas

1. No use of any Common Area by a Member or Guest shall create any nuisance or unreasonable annoyance for others.
2. No vehicle shall be parked in any area marked "No Parking" or in any manner so as to impede or prevent ready access to any parking areas of the Common Areas by all Members and Guests, except for designated areas referenced below. Members and Guests will obey all parking regulations and any other traffic regulations promulgated in the future by Management for the safety, comfort and convenience of Members and Guests. Except for designated delivery, drop off, loading, handicapped, and valet parking areas, all parking spaces are Common Areas and are not assigned to or reserved for any specific Unit or Member.

Members and Guests may park in any of the parking spaces on a first-come first-serve basis; provided, however, the Management may place various restrictions from time to time on the parking of vehicles.

3. Unauthorized cars in any parking space may be removed by Management with or without the assistance of the police and at the car owner's expense.
4. No vehicle repairing, changing of oil or any similar activity shall be permitted anywhere on the Common Areas.
5. No campers or other recreational vehicles shall be parked on any part of the Common Areas without the Management's prior written consent. The Management will provide a parking area available for a fee, for parking campers and other larger vehicles.
6. All vehicles are to have current licenses. Junk vehicles, inoperable vehicles and those without current license plates are prohibited.
7. The Common Elements (including Limited Common Elements) must be kept free and clear of rubbish, debris and other unsightly materials except in designated garbage areas, and must not be obstructed, littered, defaced or misused in any manner.

D. Pets/Animals

1. No Pets/Animals of any size or species may be kept in any Unit or in the Common Areas, with the exception of the permitted service animals.

E. Miscellaneous

1. No soliciting shall be allowed by Members or their Guests.
2. No individual outside antennas, satellite dishes or wires are permitted to be installed on the exterior of the Building or to protrude from the Building in any way.
3. Management nor any of its officers, agents or employees are responsible for personal property left in any of the Common Areas, including property left in vehicles parked in the parking areas.
4. Management is allowed entry into all Units in the case of an emergency.
5. Bicycles may not be parked or stored anywhere in the Units (including Common Areas, Limited Common Elements) without the prior written approval of the Management, or in designated bike racks. Motorized scooters, skateboards, in-line skates and similar items shall not be used on the property.
6. Fire doors shall not be used for ingress or egress.
7. Children are not to play in the common halls, stairways, elevators, parking areas or other areas of the Common Area not designated for recreational use.

9. All Members and their Guests shall abide by posted rules regarding use of all recreational amenities and such other rules that are provided to the Members.
10. The Management reserves the right to make any reasonable change to Rules and Regulations.

F. Compliance and Enforcement of Rules and Regulations

1. These Rules and Regulations apply to each Member and their Guests.
 2. Losses or damage to Common Areas and Units by Members their Guests shall be the responsibility of Member.
 3. Routine enforcement of these Rules and Regulations shall be by the Management.
 4. Local police will be called for enforcement of ordinance and other violations of law.
 5. Members should promptly report infractions of these Rules and Regulations to the Management.
6. The Management reserves the right to amend, alter or cancel any of these Rules and Regulations and to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care, general welfare and cleanliness of the Resort and for enhancing the comfort and convenience of all Members and Guests.