



THE BEACH CLUB

QUIVIRA LOS CABOS

RULES FOR THE BEACH CLUB

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ARTICLE 1. INTRODUCTION AND LEGAL FRAMEWORK.

Taking as a general principle the idea of regulating any area of common use that integrates the **QUIVIRA REAL ESTATE DEVELOPMENT**, this being an exclusive luxury planned community; this Regulation intends to be the one that regulates and applies to all owners, renters, and visitors of the **QUIVIRA REAL ESTATE DEVELOPMENT**, who make use of the common used area called "**THE BEACH CLUB**" within the **QUIVIRA REAL ESTATE DEVELOPMENT**.

The foregoing in the understanding that it is sought that the use, and enjoyment of "**THE BEACH CLUB**" in the **QUIVIRA REAL ESTATE DEVELOPMENT**, is always trying to ensure the health, safety and integrity of all owners, renters, residents, guests, employees, and service providers, as well as conserve and protect the value of the property and its facilities.

Therefore, the Administration issues this regulation, which is mandatory for all owners, renters, guests, employees, and service providers.

ARTICLE 2. ADMINISTRATION.

The administration of **QUIVIRA REAL ESTATE DEVELOPMENT**, which is responsible for the collection of maintenance fees so that owners, renters and their guests, can make use of the areas of common use, is the Civil Association called **QUIVIRA ADMINISTRATION AND CONSULTING SERVICES A.C.**, and it, has entered into the necessary contracts with the corresponding companies so that the owners, renters and their guests can access and have rights of use, and enjoyment of the facilities of "**THE BEACH CLUB**".

Based on the foregoing, all owners, renters and guests of these, who have the property rights and ownership over a real estate of which they make up the Condominium Property Regimes or the Real Estate Developments that were constituted or created by the companies of the business group that develops and executes the **QUIVIRA REAL ESTATE DEVELOPMENT**, will have the right to use and enjoy "**THE BEACH CLUB**", under the terms and conditions established within these regulations.

ARTICLE 3. DEFINITIONS.

For the purposes of a correct reading and interpretation of these regulations, the words defined below and used with a capital letter at the beginning, in these regulations will have the meaning attributed to them in this section, unless otherwise stipulated, or in the case in which the text so requires:

a) **PROPERTY.** Any real estate of those that make up the Condominium Property Regimes or the Real Estate Developments that were constituted or created by the companies of the business group that develops and executes the **QUIVIRA REAL ESTATE DEVELOPMENT**.

b) **OWNER.** An Owner is a person or persons, whose name appears in the deed of ownership with respect to a real estate, of those who make up the Condominium Property Regimes or the Real Estate Developments that were constituted or

created by the companies of the business group that develops and executes the **QUIVIRA REAL ESTATE DEVELOPMENT**.

The owners must register (address, telephone numbers, emails, etc.) themselves and their direct relatives (who acquire the status of Residents, as defined below), in the corresponding administration office and / or to the following email quivira.administration@quiviraloscabos.com; if any changes to your information, you must update your information within 30 days of the change occurring.

From this email, they will be sent an email with the requirements and registration process, as well as the privacy notices and use of personal data that they must sign, as part of the registration process.

The direct relatives who are registered by the Owner, will have the quality of Residents, but only the Owner may request the monthly "access passes" (as this term is defined below), to which each Owner of **QUIVIRA REAL ESTATE DEVELOPMENT** will be entitled.

An Owner has the right to access, enjoy and use "**THE BEACH CLUB**", which includes parking areas, gym, pool area, restaurant areas and bar area.

If the Owner rents his Property, the use of the common areas and services are transferred to the Property Renter; the Owner who has rented his Property, has no rights of use and enjoyment, since these rights were transferred to the lessee by the conclusion of the lease.

The owners must sign a declaration that they understand the rules and regulations established within these regulations, if the rules of both these regulations and **QUIVIRA REAL ESTATE DEVELOPMENT** are violated, the privileges of use and enjoyment of "**THE BEACH CLUB**", will be suspended.

RIGHT OF TRANSFER OF USE:

*Any Owner who leases his Property automatically transfers his right to use all services and areas of common use in **QUIVIRA REAL ESTATE DEVELOPMENT** to the Tenant during the term of that lease. Consequently, the Owner waives all rights to the use and enjoyment of the Property and its ancillary benefits.*

c) **RENTER (TENANT)**. A Renter is a person(s) who pays a fee to the Owner to live on the Owner's Property for a specific period of time as defined by a lease. All Renters must be registered by the Owner in the Administration of **QUIVIRA REAL ESTATE DEVELOPMENT**, with the corresponding lease.

All Renters (and their authorized family members) must be registered with the Administration of **QUIVIRA REAL ESTATE DEVELOPMENT**, before they can request access to "**THE BEACH CLUB**" services. If an illegal tenant (an individual whom the Owner did not register with the **QUIVIRA REAL ESTATE DEVELOPMENT** Administration) is identified using any of "**THE BEACH CLUB's**" services, the Owner will be subject to corresponding fines.

The Renters must sign a declaration that they understand the rules and regulations of these regulations, with the understanding that, if the rules of both regulations and **QUIVIRA REAL ESTATE DEVELOPMENT** are violated, the privileges of use and enjoyment of "**THE BEACH CLUB**", will be suspended. Renters for the purposes of use and enjoyment of the areas of common use (including "**THE BEACH CLUB**") acquire the quality of Owners.

For the purposes of these regulations, people who are inside a Property, for lodging services per day or days, either through a platform or directly, are NOT considered Renters. For example (airbnb, vrbo, or any other hosting service platform). It is understood that, in order to be considered Renter, the lease must be valid for more than 30 days.

d) **RESIDENT.** A resident is a person considered an authorized direct relative of an Owner or a Renter who lives in a Property of **QUIVIRA REAL ESTATE DEVELOPMENT** .

All Residents must be registered with the **Administration of QUIVIRA REAL ESTATE DEVELOPMENT**, before they can request access to **"THE BEACH CLUB"** services.

Residents must sign a declaration that they understand the rules and regulations of these regulations, with the understanding that, if the rules of both regulations and **QUIVIRA REAL ESTATE DEVELOPMENT** are violated, the privileges of use and enjoyment of **"THE BEACH CLUB"**, will be suspended.

e) **GUEST.** A Guest is a person invited on behalf of the Owner or Renter, who has registered or must register at the reception of **"THE BEACH CLUB"**.

All guests of Owners or Renters are expected to cooperate with the access processes and procedures indicated to them by the Employees and to treat all Owners, Renters, Residents, Employees and Service Providers with respect.

For Guests to access **"THE BEACH CLUB"** facilities, they must have an Access Pass (as defined below) and must be accompanied by the Owner or Renter who granted them the Access Pass.

The Owner or Renter will be responsible for the actions of his or her Guests and must make use and enjoyment, as well as the Owners, Renters and Residents, in accordance with the provisions of these regulations. If a fine is applicable to a guest, the Owner or Renter who granted the Access Pass, must cover the fine payment.

The fines, penalties or infractions will be notified via email, or in writing and physically sent, in case that the Renter is fined or infringed and refuses to pay them, amounts will be charged to the Property Owner.

The foregoing, in the understanding that the Owners are jointly and severally liable for the payment obligations for sanctions or fines to which the Renters who are in use of their Property become creditors.

f) **EMPLOYEES AND SERVICE PROVIDER.**

SERVICE PROVIDER. Service Provider is a person(s) who provides a service to the Administration of **"THE BEACH CLUB"**. Contractors, subcontractors, consultants, housekeepers and maintenance technicians are examples of service providers.

All rules and regulations apply to service providers.

EMPLOYEES. The Administration is solely responsible for directing and supervising the employees of **"THE BEACH CLUB"**. Employees may not be directed or sent to run errands Owners, Renters, Residents or Guests at any time. Employees who violate this rule are subject to termination.

g) **CHILDREN.** Children are the direct responsibility of their parents or guardians. This includes full supervision of them while they are at **"THE BEACH CLUB"**. Parents and guardians are responsible for ensuring that their children fully comply with the Rules and Regulations. Any violation will result in fines that will be the responsibility of the parents or guardians. Children under the age of 15 (fifteen) are not permitted in any common area without being always accompanied by an adult over the age of 18 (eighteen).

In case the Children damage the facilities or furniture of **"THE BEACH CLUB"**, access may be restricted, regardless of whether the persons responsible for the minor must cover the cost of the damages and the administrative sanctions that may arise.

h) **QUIVIRA REAL ESTATE DEVELOPMENT ADMINISTRATION.** It is the Civil Association called **QUIVIRA ADMINISTRATION AND CONSULTING SERVICES A.C.**, which is responsible for the collection of maintenance fees of **QUIVIRA REAL ESTATE DEVELOPMENT**, as well as the administration and maintenance thereof.

i) **ADMINISTRATION OF "THE BEACH CLUB"**. The legal entity called **OPERADORA CAMPOS DE GOLF PUEBLO BONITO, SOCIEDAD ANÓNIMA DE CAPITAL VARIABLE**, will be the company in charge of carrying out the administration service within the facilities of **"THE BEACH CLUB"**, which has been designated by the corresponding company of the business group that develops and executes the **QUIVIRA REAL ESTATE DEVELOPMENT**.

j) **QUIVIRA REAL ESTATE DEVELOPMENT.** It is the set of properties known as a luxury residential real estate development that is commercially called **"QUIVIRA REAL ESTATE DEVELOPMENT"**, located in Predio Paraíso Escondido s / n, Colonia Centro, C.P. 23450, City of Cabo San Lucas, Municipality of Los Cabos, in the State of Baja California Sur, Mexico.

k) **ACCESS PASS.** An Access Pass is the authorization granted by the Administration of **"THE BEACH CLUB"**, to be able to use and enjoy the facilities of **"THE BEACH CLUB"**, by people who are not Owners, Renters or Residents of the **QUIVIRA REAL ESTATE DEVELOPMENT**.

The people who may obtain an Access Pass will be the Guests of the Owners, Renters or Residents of **QUIVIRA REAL ESTATE DEVELOPMENT**, or those persons authorized by the companies of the business group that develops and executes the **QUIVIRA REAL ESTATE DEVELOPMENT**.

The Owners and Renters of **QUIVIRA REAL ESTATE DEVELOPMENT**, will be entitled to 5 (five) Access Passes on monthly basis, which will be for exclusive use, and will be applicable for a single day per pass, having monthly validity; the foregoing, with the understanding that the Access Passes will be applicable for the current month, regardless of whether the Owner or Renter decides to make use of them or not, not being able to request those of some other previous month of which he has not made use.

If the Owners or Renters require additional Access Passes, they may be acquired at a cost of \$ 50.00USD or \$ 1,000.00M.N. per day and will be limited to a maximum of 4 (four) passes. This amount may increase annually, according to the rise in operating and maintenance costs of “**THE BEACH CLUB**”, which will be decided at “**THE BEACH CLUB**” Administration.

Only Owners or Renters may purchase Access Passes, since they are not available for free sale. However, it is entirely at the decision or discretion of the companies of the business group that develops and executes the **QUIVIRA REAL ESTATE DEVELOPMENT**, if it allows the sale or grants Access Passes for those who wish to indicate.

1) **QUIVIRA GOLF CLUB**. It is the area designated so that people who have the right to use it, can play golf within the **QUIVIRA REAL ESTATE DEVELOPMENT**. **QUIVIRA GOLF CLUB**, is the set of golf course areas and the establishment of a full service that specifically serves the sport of golf and provides access to the golf course. Golf courses usually offer golf packages that provide visitors with all greens, cart rates, balls, accommodation, and meals.

As an autonomous establishment, **THE QUIVIRA GOLF CLUB**, has its own regulations, so, if you want to make use of the **QUIVIRA GOLF CLUB**, and its play areas, service or facilities, as well as its restaurants, you must comply with the regulations, guidelines and dress codes that are established for **QUIVIRA GOLF CLUB**.

ARTICLE 4. RULES AND REGULATIONS OF QUIVIRA REAL ESTATE DEVELOPMENT.

Similarly, to this regulation, there is the **QUIVIRA REAL ESTATE DEVELOPMENT** Regulation, which regulates the areas of common use and recreational areas to which owners, Renters, guests and residents in general of the **QUIVIRA REAL ESTATE DEVELOPMENT** have access.

In this order of ideas, it is made known to all people, that, independently of this regulation, there is a regulation that regulates the actions and behavior of all within the **QUIVIRA REAL ESTATE DEVELOPMENT**, with the understanding that, what is not contemplated regulated within this regulation, will be considered regulated in a supplementary way, within the regulations of **QUIVIRA REAL ESTATE DEVELOPMENT**, to which all users of “**THE BEACH CLUB**”, have access.

The foregoing in the understanding that everyone is obliged while remaining within the **QUIVIRA REAL ESTATE DEVELOPMENT**, to abide by the regulations of real estate development in general, its operating rules, as well as its individual regulations applicable to specific areas such as “**THE BEACH CLUB**” or the **QUIVIRA GOLF CLUB**.

ARTICLE 5. FROM THE QUIVIRA GOLF CLUB.

Although by space and location, the common areas of the golf course are located next to “**THE BEACH CLUB**”, the common areas of the golf course are subject to their own internal regulations, and users of “**THE BEACH CLUB**” must always respect the areas of **QUIVIRA GOLF CLUB**, as well as the regulations that regulate them.

To make a summary of the fundamental points to be complied with and mandatory regarding the **QUIVIRA GOLF CLUB**, for users of “**THE BEACH CLUB**”, the following are detailed:

(A) DRESS CODE

The dress code of **QUIVIRA GOLF CLUB**, is described in the General Provisions of its internal regulations, section XXIV, which stipulates the following: Proper clothing is essential to preserve adequate social standards in **QUIVIRA GOLF CLUB**. The owners at Pueblo Bonito and their guests are required to abide by the dress code to ensure that everyone enjoys a dignified atmosphere, in accordance with the traditions of the honorable game upon which these facilities were built. The staff has the authority, granted by the directors of Pueblo Bonito, to deny the use of the golf course and driving range, to those who present themselves dressed inappropriately.

GOLF COURSE AND DRIVING RANGE DRESS CODE:

1. The use of denim of any style is not allowed.
2. Golf caps and visors should be worn with the visor facing front.
3. Shirts must be strapped, and laces tied.
4. T-shirts and collarless shirts are not allowed, however, mock-neck shirts for men, and other fashion styles of well-known women's golf apparel brands, are allowed.
5. Women's shirts may not have sleeves if they have a collar, or they may be collarless but have sleeves. Sleeveless or bare back blouses, tights, sports warm-up suits, or any other type of gym clothing, are not allowed.
6. Shorts and skirts should be of a conservative length.
7. Cargo shorts, sports, running or gym shorts, are not appropriate clothing for the golf course, therefore, they are not allowed.
8. Capri pants for women are acceptable.
9. Beachwear is not allowed

The above must be observed for all general users, which includes users of "**THE BEACH CLUB**", who wish to make use of the facilities of **QUIVIRA GOLF CLUB**. That is, staying in such facilities or actively using services they provide. Beach Club Users will be exempt from the Dress Code of **QUIVIRA GOLF CLUB**, only when their passage through the common areas of **QUIVIRA GOLF CLUB** is while transiting to the areas of "**THE BEACH CLUB**", with the understanding that they will not be able to stay or enter inside **QUIVIRA GOLF CLUB**. In this order of ideas, the staff of **QUIVIRA GOLF CLUB**, is authorized to make calls for attention and to remove from the property any user of "**THE BEACH CLUB**" who does not adhere to the above.

B) QUIVIRA GOLF CLUB GOLF CARTS

QUIVIRA GOLF CLUB owns a lot of golf carts, which are for the exclusive use of **QUIVIRA GOLF CLUB** golf players. No user of "**THE BEACH CLUB**" may request golf carts for transportation or circulation either inside or outside the common areas of **QUIVIRA GOLF CLUB**.

C) COMFORT AND SERVICE STATIONS OF THE QUIVIRA GOLF CLUB

QUIVIRA GOLF CLUB has Comfort Stations, which are for the exclusive use of golf players. No user of "**THE BEACH CLUB**" may request drinks or food at these stations or any other service. The staff of **QUIVIRA GOLF CLUB**, are able to apply fines or calls of attention to the users of "**THE BEACH CLUB**", that take in products of the comfort or service stations, which are destined exclusively for the users of **QUIVIRA GOLF CLUB**.

D) QUIVIRA STEAKHOUSE

The restaurant commercially known as **QUIVIRA STEAKHOUSE**, is considered a common area of **QUIVIRA GOLF CLUB**, and is subject to its internal regulations.

The Dress Code for **QUIVIRA STEAKHOUSE**, is divided by schedules, with the understanding that they apply as follows:

1. From 7:00 a.m. to 5:00 p.m., the applicable dress code for **QUIVIRA GOLF CLUB**.
2. From 5:30 p.m. to 11:00 p.m., all users of the restaurant called **QUIVIRA STEAKHOUSE** must wear elegant casual attire, with the understanding that, to use the facilities of this, at that time, the following outfits are allowed and prohibited:
 - a. **ALLOWED FOR LADIES:** Elegant dresses and elegant outfits, dress shoes or sandals.
 - b. **PROHIBITED FOR LADIES:** Golf attire, swimwear, t-shirts, tank tops, beach sandals.
 - c. **ALLOWED FOR MEN:** Button shirt and collar with long or short sleeves, bermuda shorts or dress pants, closed shoe or dress sandals.
 - d. **PROHIBITED FOR GENTLEMEN:** Golf attire, swimwear, loose or battered pants, t-shirts, tank tops, beach sandals.

All of the foregoing is merely made to users of "**THE BEACH CLUB**", with the understanding that the foregoing is for information purposes of the most important guidelines contained in the regulations of **QUIVIRA GOLF CLUB**, as well as **QUIVIRA STEAKHOUSE**, however, all the content must be respected within the regulations issued for **QUIVIRA GOLF CLUB**.

ARTICLE 6. FINES.

The administration of "**THE BEACH CLUB**", in conjunction with the administration of **QUIVIRA REAL ESTATE DEVELOPMENT**, establishes fines and costs for anyone who commits the acts listed below:

- a) Immoral scenes.
- b) Aggressive behavior towards other users (physical aggression, verbal aggression, harassment).
- c) Inappropriate behavior due to excess intake of alcoholic beverages.
- d) High respect for "**THE BEACH CLUB**" **STAFF** (physical aggression, verbal aggression, harassment).
- e) Taking off your bathing clothes or walking naked.
- f) Damaging the property in general of "**THE BEACH CLUB**".
- h) Carrying weapons (including knives).
- i) Ignoring the instructions or requests of surveillance and security personnel.
- j) Entering **QUIVIRA GOLF CLUB** through the facilities of "**THE BEACH CLUB**".
- k) Introducing coolers, food, and beverages.
- l) Using speakers or telephone devices on speaker to listen to music.
- m) Swimming with shirts, shorts or any type of clothing that's not adequate for a pool.

- n) Entering with sand to the pool.
- o) Using topless (monokinis).
- p) Introducing glass in the pool and jacuzzi area.
- q) Walking or getting over the counter at the bar
- r) Throwing garbage in the facilities that **"THE BEACH CLUB"** has in the beach area.
- s) Using exercise equipment inappropriately in the gym.
- t) It is forbidden to "set aside" places, lounge chairs, chairs, or tables.
- u) Using bicycles, skateboards, roller skates within the facilities of **"THE BEACH CLUB"**.
- v) Falsifying documents or contracts, as well as simulating acts to obtain the benefits of using **"THE BEACH CLUB"**.

The acts indicated above are prohibited; The foregoing in the understanding that each violation is grounds for a separate fine. In case of making any acts indicated as prohibited, the costs to be paid as a "fine" by the person who commits the act or the person responsible for that person (Children or Guests), will be the following:

- First violation of the regulations by the commission of the above: \$ 100.00USD or \$ 2,000.00M.N.
- Additional violations of the same prohibition \$200.00USD or \$4,000.00M.N.

1. The penalty program is subject to change at the discretion of **"THE BEACH CLUB" management**. All changes or updates are posted on page www.quiviraloscabos.com.
2. If a person repeatedly violates the provisions of these regulations, being considered repetitive recidivism, from the third occasion on which a person is sanctioned, the administration of **"THE BEACH CLUB"** through itself or the **QUIVIRA REAL ESTATE DEVELOPMENT**, will suspend the Owner, Renter or Resident and their relatives and guests, access to **"THE BEACH CLUB"** for a period of six months, regardless of whether you have to cover the corresponding cost of the fines applied to you.
3. In case of committing more than seven recidivisms of any of the behaviors indicated as prohibited within this clause, the administration of **"THE BEACH CLUB"**, will suspend the Owner, Renter or Resident (as well as their relatives and Guests) access to **"THE BEACH CLUB"** for two years.
4. The prohibition regarding the carrying of weapons indicated, will suspend the use of the Owner, Renter or Resident (as well as their relatives and Guests) access to **"THE BEACH CLUB"** permanently.
5. The application of the aforementioned fines is independent of any criminal charge, or civil liability, legal action, as well as the payment of damages that may be caused to the administration of **"THE BEACH CLUB"**, to the owner of the property, **GRAN ARMEE DEL CABO S.A. DE C.V.**, as well as to any of its affiliates or subsidiaries, to its attorneys, representatives, employees, suppliers or in general to any third party that could be affected by the commission of the prohibited conduct.

ARTICLE 7. DRESS CODE.

The dress code for **"THE BEACH CLUB"** around tables, restaurant and lounge chairs is free, although it is recommended to opt for casual outfits. For the use of the pool, it is forbidden to get naked or with different clothes to swimsuits, being prohibited shorts, denim, shirts or t-shirts, as well as diapers in the case of babies and small children.

This dress code only applies to **"THE BEACH CLUB"** and its areas, since, as previously established, **QUIVIRA GOLF CLUB** has its own dress code, which must be respected.

ARTICLE 8. CLEANING AND GARBAGE.

All garbage and waste must be disposed of properly, and never left thrown or dumped, in the common areas of **"THE BEACH CLUB"**, including reception, pool area, gym or beach facilities area. Garbage or waste must be placed in the corresponding garbage cans.

ARTICLE 9. DAMAGES.

The Owners, Renters or Residents, accept all financial and legal responsibility for any damage or harm resulting from the actions of themselves, their children or guests, to any part of the furniture or part of the property of **"THE BEACH CLUB"**, real or personal. This includes, but is not limited to, theft, scratching, marking, denting, deformation, partial, total damage or any physical condition or vandalism to the property of **"THE BEACH CLUB"**.

Any theft, vandalism, alteration, damage or desecration of the property of **THE BEACH CLUB**, furniture, decorations or any area of common use of **"THE BEACH CLUB"** by an Owner, Renter or Resident, as well as their Children or Guests is at their own risk.

The Administrations of **"THE BEACH CLUB"**, **QUIVIRA GOLF CLUB** or in general of the **QUIVIRA REAL ESTATE DEVELOPMENT**, or the owner of the property, **GRAN ARMEE DEL CABO S.A. DE C.V.**, as well as any of its affiliates or subsidiaries, its attorneys, representatives, employees or suppliers are not responsible in any way for the damages caused an Owner, Renter or Resident, as well as their Children or Guests, and the administrations or whoever corresponds, may file criminal charges if they consider it appropriate and restrict entry to **"THE BEACH CLUB"**.

ARTICLE 10. ZERO TOLERANCE.

"THE BEACH CLUB" has a zero tolerance policy against physically or verbally abusive, threatening or discriminatory behavior directed at other Owners, Renters or Residentes, employees and service providers of **"THE BEACH CLUB"**. Any complaint filed is subject to fines, suspension of rights to use services and legal action, in accordance with the provisions of the fines article.

The foregoing, in the understanding that although, the use and enjoyment of the amenities of **QUIVIRA REAL ESTATE DEVELOPMENT**, are for the Owners, Renter, Residents and their Children, no less true is that the guidelines and rules contained within these regulations, are mandatory for healthy coexistence and control of communal peace; therefore, in case of committing behaviors of an abusive, threatening or discriminatory nature, the right of **"THE BEACH CLUB"** will be revoked, with which all Owners, Renters, Residents and their Children, agree, which is accredited to the signing of this regulation.

ARTICLE 11. SUSPENSION OF RIGHTS FOR NON-PAYMENT OF MAINTENANCE FEES OF THE QUIVIRA REAL ESTATE DEVELOPMENT.

The **QUIVIRA REAL ESTATE DEVELOPMENT**, maintains its standards of quality and services of gardening, surveillance, and attention, as well as the maintenance of the facilities, roads, areas of common use, green areas and areas of amenities, through the resource that is paid of the maintenance fees, for the concept of the Master Real Estate Development, therefore, it is necessary and mandatory that all those who make use and enjoy the above, contribute to the payments of maintenance fees for **QUIVIRA REAL ESTATE DEVELOPMENT**.

In case that any Owner, Renter, or Resident, fails to comply with the corresponding maintenance payment for two consecutive months or more, he will be entitled to have the use of **"THE BEACH CLUB"** suspended until he is updated through the Civil Association that corresponds to him of the payment of his maintenance fees.

ARTICLE 12. GENERAL RULES OF THE BEACH CLUB.

1. People who use the gym or who take the classes that are taught within it or aquatic or recreational activities that can be organized within the facilities of **"THE BEACH CLUB"** do so at their own risk. The management of **QUIVIRA REAL ESTATE DEVELOPMENT**, the management of **"THE BEACH CLUB"**, or the affiliated companies or subsidiaries of the group, do not accept any responsibility for injury, death and / or loss associated with the use of the gym. It is the responsibility of all persons who use the facilities of the gym, fitness classes or activities in general, consult with their doctor the use of said facilities or their participation within the activities that are taught within it; Everyone must be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, that prevent, impair or make it impossible for such person to use the gym, equipment or other amenities or participate in active or passive exercise. Each person who uses the gym assumes the full risk of loss and liability for damage to their health if the above statements are not and do not remain true.
2. Only Owners, Renters or Residents (according to these terms are defined within these regulations), can use the gym located in the area of **"THE BEACH CLUB"**.
3. Identification for the use of **"THE BEACH CLUB"** must be always carried out. All persons must register for **"THE BEACH CLUB"** and accept the Terms of Use. Any Guest must sign a waiver (the legal guardian of the children must sign the document containing the demarcation, the authorization of use of personal data, among others).
4. For Guests, usage fees indicated above will apply (where applicable), which will be charged prior to the use of the facility.
5. Guests must be accompanied by an Owner, Renter or Resident in order to use the services and facilities of **"THE BEACH CLUB"**.
6. Children under 14 years old are not allowed in the gym, waiting areas, Spa, changing room for men or women. Children, over 14 years of age, are obliged to prove their age in order to use the gym, with the understanding that the use of the gym facilities of Children over 14 years of age, is under the full responsibility of their parents or legal guardians. Children between the ages of 14-18 must be accompanied by an Owner, Renter or Resident.

7. Landlords who are leasing their units waive the right to use **"THE BEACH CLUB"** for the duration of their leased Property.
8. Personal professional trainers, personal therapists and beauticians must register at the reception of **"THE BEACH CLUB"**, prior access with the corresponding Owner, Renter or Resident, with the understanding that they can only attend, to provide their training services, being prohibited from using the facilities of **"THE BEACH CLUB"** for use and enjoyment.
9. No Owner, Renter or Resident may use fitness facilities (gym, exercise areas and pool area) for commercial use unless approved by **"THE BEACH CLUB"** Management.
10. Headphones must be used when listening to any electronic device, music speaker playback is not allowed, or through speakers.
11. The management of **"THE BEACH CLUB"** accepts no responsibility for valuables such as telephones, clothing and any other personal belongings that have been forgotten within the premises. Any property or personal item that has been found by the staff within the facilities of **"THE BEACH CLUB"**, will be available to be delivered to its owner, for three months, after that time, without any claim, said item can be donated or disposed of by the management of **"THE BEACH CLUB"**.
12. If a cell phone or similar device is used in the premises of **"THE BEACH CLUB"**, it must be set to vibrating or silent mode, so as not to emit an audible sound. Users should speak in ways that don't disturb others.
13. Unless permitted by **"THE BEACH CLUB"**, no commercial advertisements will be posted or circulated on the Club or Pool Deck, nor will requests be made at **"THE BEACH CLUB"** facilities or on **"THE BEACH CLUB"** stationery.
14. The facilities of **"THE BEACH CLUB"** will be open, from Monday to Sunday from 6:00 a.m. to 7:00 p.m.; having food and beverage services within **"THE BEACH CLUB"**, from 11:00 a.m. to 7:00 p.m ;The areas of **"THE BEACH CLUB"** may also be closed from time to time for maintenance and scheduled repairs, for which the corresponding notice will be made through the emails that the Owners, Renters or Residents register in their registration.
15. Smoking is not allowed in the areas of the pool or jacuzzi, nor in the gym areas, only the Owners, Renters or Residents may smoke, within the areas of tables and lounge chairs or in the areas that the Administration designates for it.
16. Pets are not permitted on **"THE BEACH CLUB"** premises (with the exception of activities or programs designed for pets with owners or assisting people with disabilities).
17. Areas of **"THE BEACH CLUB"**, including the fitness center, may NOT be rented, used or borrowed by outside contractors and companies. Common use areas are used ONLY for approved residents and/or guests who have successfully registered.
18. All payments for additional services, additional Guest tickets, or food and beverages must be paid in full at the time of services or sale. If there is a delay in payment, **"THE BEACH CLUB"** may, at its option, take the measures it deems necessary to make the payment.
19. In the event that legal proceedings or actions are required for non-compliance with regulations or for the commission of criminal conduct, the Owner, Annuitarian, Resident or Guest shall be responsible for all costs and expenses of such legal action and reasonable attorneys' fees, including fees required in connection with procedures to protect the Administration from **"THE BEACH CLUB"** and the Administration of **QUIVIRA REAL ESTATE DEVELOPMENT**.
20. The Owners, Renters, Renters or Visitors may not request any employee/contractor of **"THE BEACH CLUB"**, for any personal service unrelated to their provision of services, or for any work outside the premises.
21. No person may abuse, mistreat, threaten or assault employees of **"THE BEACH CLUB"**, verbally or physically. All employees of **"THE BEACH CLUB"** are under the supervision of **"THE BEACH CLUB"** Management and none outside such administration shall have the power to reprimand or discipline any employee or contractor, nor shall

an employee be required to leave the premises of **"THE BEACH CLUB"**. Any employee who does not provide courteous and efficient service should be reported to **"THE BEACH CLUB"** Management.

ARTICLE 13. GYM RULES.

1. The gym's hours of operation are Monday through Sunday from 6:00 a.m. to 7:00 p.m. Owners, Renters, and Residents are not allowed to enter the premises before or after hours of operation. The check-in time for the use of the gym facilities or exercise areas, is up to 15 minutes before closing.
2. After that time, it will not be accessible. From time to time, the hours of operation of the Spa and Fitness facilities may be changed, closed for repairs, maintenance or necessary vacations.
3. For the use of **"THE BEACH CLUB"** gym facilities, appropriate training attire is required at all times. Shirts, sports shoes and proper workout clothing are worn in the gym. Open shoes and sandals are not allowed in the gym area. The use of short/torn garments, swimsuits and/or non-sports attire will not be allowed in any exercise area. Men must wear shirts. Proper sportswear is required when using any of the exercise facilities.
4. Sandals, flip-flops, or bare feet are forbidden at the gym. Any person could participate in exercise classes without proper footwear.
5. **"THE BEACH CLUB"** may limit the maximum duration of use of the equipment in case of waiting periods or during peak hours.
6. Exercise or recreational classes are subject to change or cancellation without notice. Participants must attend the beginning of the class on time.
7. Owners, Renters, and Residents and their Guests may not enter a class session 10 minutes after the class has begun or if the facility has reached its maximum number of participants.
8. Everyone should clean training equipment and machines after use. Fitness weights or other equipment should be restacked or stored after each use. The equipment will not be left in such a way that it is unusable for the next person.
9. Any damaged equipment or non-functioning equipment must be reported to **"THE BEACH CLUB"** Management. Anyone who damages gym equipment through intentional act, neglect, or abuse will be charged for appropriate repairs or replacement.
10. Keep the gym clean by not leaving empty water bottles, sheets of paper, tissues, etc., thrown into the environment, and use the garbage cans that are at the entrance of the gym.
11. They should not leave their belongings in the care of other people or abandoned in the sports area, the Administration of **"THE BEACH CLUB"** is not responsible for what is lost within the area.
12. The Owners, Renters, and Residents, as well as their guests, must concentrate their belongings in the areas designated for this purpose or, failing that, where indicated by the gym manager.

ARTICLE 14. RULES OF THE POOL AND JACUZZI.

A) SWIMMING POOL.

1. The hours of use of the pools are 7:00 a.m. to 7:00 p.m.
2. It is not allowed to enter with street clothes, naked or with clothes that are not considered as bathing suits, in the case of babies, diapers are prohibited, and only the "aquatic diapers" that exist for this purpose must be used.
3. Anti-slip sandals should be used.
4. It is mandatory to shower before using the pool or jacuzzi.
5. It is forbidden to wear underwear under the swimsuit or as a replacement for it.
6. Do not enter the pool immediately after consuming food, if at least two hours have not passed.
7. Obey the instructions of the administrative, security, lifeguard or instructor personnel.

8. Do not introduce food and drinks, backpacks, strollers, glass and valuables in the pool and in the perimeter areas of it.
9. No smoking in the pool area, as well as spilling oils, bronzers or sunscreens into it.
10. For competitions, clinics, classes, tournaments, exhibitions, etc. The administration reserves the exceptional use of the pool.
11. Any type of actions that may contaminate the pool are prohibited.
12. It is forbidden to run or push around the pool.
13. Misconduct, physical aggression and the use of high-sounding words are prohibited.
14. The service of the area may be suspended due to the need for cleaning and maintenance, or due to scheduled activities or weather conditions.
15. It is forbidden to perform physiological needs inside the pool or jacuzzi, as well as in a place other than the toilets.
16. **"THE BEACH CLUB"** is exempt from all responsibility if the facilities are used in inadequate physical conditions; as well as the loss of garments or accessories, since its surveillance corresponds to each Owner, Renter, and Resident, as well as to their guests.
17. Children for the use of the pool (under 18 years old) must always be supervised by an adult.
18. The use of floating balls, balls or mattresses is not allowed.
19. All pool and beach furniture is available on a first-come, first-served basis and cannot be reserved.
20. Pool beds and lounge chairs are NOT used to change diapers or clothes.
21. Bottles, glassware, sharp objects or other breakable items are not allowed in the pool or beach area.

B) JACUZZI.

1. You should not use the hot tub if you are pregnant or have heart conditions, abnormal blood pressure, diabetes, open wound, infection or any questionable medical condition.
2. The jacuzzi should not be used immediately after eating, or while under the influence of alcohol or any other substance.
3. The time of enjoyment of the jacuzzi area should not exceed 30 minutes per user, in order to allow everyone to use it.
4. The water temperature is regulated to 40° Celsius.
5. Do not consume food or drinks inside the jacuzzi.
6. Do not use personal hygiene items or cosmetics.
7. The use of the jacuzzi is exclusive for people over 18 years old.
8. Members who feel faint or dizzy should leave immediately.
9. Glass containers are not allowed.
10. Due to the high temperature, the use of the jacuzzi increases the pulse, temperature and changes blood pressure. The consequences on a personal level are unpredictable and can be physically dangerous.
11. It is forbidden to dive or jump in the jacuzzi.

ARTICLE 16. BEACH RULES.

1. The beach is a public area, the administration of **QUIVIRA REAL ESTATE DEVELOPMENT**, the administration of **"THE BEACH CLUB"**, or the affiliated companies or subsidiaries of the group, do not accept any responsibility for injury, death and / or loss associated with the use of the beach.
2. All people who use the beach do so at their own risk.

3. Sand, dirt and tar are removed before entering the building from the beach.
4. Each person must dry with a towel and dress in appropriate clothing before entering **“THE BEACH CLUB”** from the beach.
5. It is not allowed to misuse beach furniture managed by **“THE BEACH CLUB”**.
6. Armchairs should be covered with a towel.
7. Bottles, glassware, sharp objects or other breakable items are not allowed in the pool or beach area.

ARTICLE 17. PARKING AND TRANSPORTATION.

1. The parking area that is located outside **“THE BEACH CLUB”**, it’s shared with **QUIVIRA GOLF CLUB**; and use of such parking is subject to availability.
2. You can’t reserve parking spaces or use more than one parking place per Property, on the understanding that you can not have the same Owner, Renter, Resident or guest, more than one vehicle in the parking lot.
3. It is recommended that, to avoid the impossibility of using the parking lot due to the demand of the area, the transport vehicles that are available in each of the Condominiums of **QUIVIRA REAL ESTATE DEVELOPMENT** be used.
4. Bicycles are prohibited by occupying parking spaces.
5. Vehicles parked in handicapped spaces must display appropriate decals and/or certifications.
6. Valet parking is not for storing a vehicle. Any vehicle left unattended in valet service for more than 10 days is subject to being towed.
7. The suppliers authorized by the Security department, at the entrance of **QUIVIRA GOLF CLUB** and **“THE BEACH CLUB”**, may make brief use of the parking lot.
8. Employees and persons authorized by the director of **QUIVIRA GOLF CLUB**, may use the parking lot in a normal way.
9. The roundabout of the main entrance is intended for the ascent and descent of Players, Diners and Users of **“THE BEACH CLUB”** and **QUIVIRA GOLF CLUB**, so no one will be able to park vehicles in said roundabout.
10. **“THE BEACH CLUB”** and **QUIVIRA GOLF CLUB** WILL NOT have any responsibility for partial or total damages and losses suffered by the vehicles of Players, Diners, Users of **“THE BEACH CLUB”** and Collaborators of the Company; nor will they be responsible for the objects and / or money left inside them.
11. **“THE BEACH CLUB”** and **QUIVIRA GOLF CLUB** WILL NOT assume any responsibility for any type of belonging left anywhere within their facilities, including the Parking.
12. Traffic and circulation on internal communication routes and parking areas may not exceed 30 kilometers per hour.

ARTICLE 18. IDENTIFICATION AND REGISTRATION OF USERS.

In order to fully regulate the registration process of each of the Owners, Renters, Residents and Children who will have the right to use, and enjoy **“THE BEACH CLUB”**, the following user registration process is established, which will be mandatory for all those who wish to access **“THE BEACH CLUB”**:

1. Send an email of s registration request to the Administration of **QUIVIRA REAL ESTATE DEVELOPMENT**, to the email quivira.administration@quiviraloscabos.com , requesting the corresponding registration.
2. Send signed the following documents:

- a) Regulation of **QUIVIRA REAL ESTATE DEVELOPMENT**.
- b) Rules for **"THE BEACH CLUB"**.
- c) Disclaimer.
- d) Authorization of use of personal data.
- e) Authorization of image use.
- f) Authorization of Notifications.
- g) General information format.

3. The corresponding deed of ownership must be attached to the application email or, in case of having a tenant, the property deed must be sent along with the corresponding lease. In case you do not have your public deed of ownership, please send the corresponding promise of sale contract.

4. The documents that must be delivered per person, for the purposes of registering the owner and his relatives who live with him, must send the following information: Official identification.

5. Children may be registered as members, provided that they live with the parents and are under 26 years of age.

Owners will need to provide the following information to register:

- Address.
- Phonenumbers.
- Cell phone numbers.
- Electronic emails address.

The registration can also be done in person at the Quivira Administration facilities, having to deliver the information and documents indicated above, as well as the corresponding signature of the formats and regulations conducive.

In the event of any change to their information, Owners must update it within 30 days of the change occurring.

From this email, they will be sent an email with the requirements and registration process, as well as the privacy notices and use of personal data that they must sign, as part of the registration process.

(For administrative purposes, the owner must sign the Spanish version of this document.)

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