



TOPOCK66 VACATION CLUB

MEMBER GUIDE (As of September 30, 2023)

This Member Guide (the “Member Guide”) sets forth the various detailed procedures, guidelines, rules and regulations that apply to all Members of Topock66 Vacation Club (the “Club”).

RESERVATIONS

Any Member wishing to occupy a Club Unit must first obtain a reservation in accordance with the following provisions. These provisions must be strictly adhered to out of fairness to all Members, as they are designed to provide an equitable means of sharing and dividing available occupancy periods and a balancing of rights. For clarity, a Member entitled to use a Holiday Week is also subject to this reservation requirement so that any unused Holiday Weeks might become available to other Club Members. These procedures remain further subject to unpublished operating policies and procedures as established from time to time by the Club in its day-to-day administration of the reservations function. These procedures apply separately to each Membership owned by a Member.

RESERVATIONS TIME FRAMES SUMMARY

The following is provided for your convenience, but remains subject to the more detailed rules and procedures set forth in this Member Guide:

| <i>Reservation Desired**</i> | <i>Reservations Commence</i> | <i>Reservations Deadline</i> |
|--|------------------------------|------------------------------|
| Holiday Week in Your Unit Type (if you own a Holiday Week) | n/a | 1 month* |
| Flex Time in Your Unit Type and Your Season | 12 months* | 1 month* |
| Flex Time in Any Unit Type and Any Season | 3 months* | 1 month* |
| Bonus Time in Any Unit Type and Any Season | 14 days* | n/a |

*Times are relative to the beginning of the Week of the reservation, notwithstanding that the

actual reservation may commence other than the first day of said Week.

**Except for guaranteed Holiday Week time, all reservations are made on a first come/first serve space available basis.

RESERVATION PRIORITIES BY MEMBERSHIP TYPE

Each Member is entitled to reserve occupancy periods in Club Units consistent with such Member's Membership Type according to the following general order of reservation priority and subject to the time frames set forth in the Reservations Time Frames Summary above:

Holiday Week in Your Club Unit Type. Holiday Week Members have a first reservation priority to reserve Holiday Weeks in their Club Unit Type according to a pre-designated fixed schedule of Holiday Weeks.

Flex Time in Your Club Unit Type and Your Season. All other Members have a next reservation priority to reserve flex time in their Club Unit Type during their purchased Season.

Flex Time in Any Other Club Unit Type and Any Season. Finally, all Members may "trade" or "exchange" (up or down) their Occupancy Right in their Club Unit Type and Season for a reservation in *any* other Club Unit Type and Season. There is no formal trade or exchange procedure; rather, the making of the reservation shall constitute same.

At the present time, the Club only has One Week Memberships, meaning each Member is entitled to an Occupancy Right of one Week per Occupancy Year. **With the exception of certain Holiday Weeks, each Week begins on a Friday and ends on the following Friday.** Club Members may reserve less than their full Week, but each reservation counts as a full Week and unused days are not credited in any way to the Club Member. **Seasons, Weeks and Holiday Weeks are described on the calendar contained on the Club's web site.**

The following are the Club's three Seasons (exact dates depend on that year's calendar):

Summer (April 1 - Sept 30)
Winter (Dec 1 - Feb 28)
Spring/Fall (Oct 1 - Nov 30 and March 1-31)

The following are the Club Unit Types:

Riverfront (Ground/1st Floor)
Riverview (2nd & 3rd Floors)
Top Shelf v. Penthouse (Top/4th Floor)

HOLIDAY WEEKS

The more popular holiday weeks are subject to a pre-designated fixed (ROTATING???) schedule that insures each Holiday Week Member their selected holiday every year. Note that the Club will shift the Holiday Week start date as needed for holidays falling mid-week (i.e., July 4th and Thanksgiving). The Thanksgiving Holiday Week will begin on the Wednesday immediately prior to Thanksgiving Day. The July 4th Holiday Week will begin on a variable day based upon a particular year's calendar (taking into account leap years) as determined by the Club. *Although Holiday Weeks are "guaranteed", they must still be reserved no later than 1 calendar month prior to the beginning of the Week of the reservation (even if the actual reservation commences other than the first day of said Week).*

The following schedule shows the start and end date for each of the Holiday Weeks for the first several years of the Club. For subsequent years, the Club will post the schedule in advance on the Club web site reservations section or in an updated Member Guide or other suitable forum.

| HOLIDAY | YEAR 1 2024 | YEAR 2 2025 | YEAR 3 2026 | YEAR 4 2027 | YEAR 5 2028 | YEAR 6 2029 |
|----------------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Memorial Day Weekend | 5/24-5/31 | 5/23-5/30 | 5/22-5/29 | 5/28-6/4 | 5/26-6/2 | 5/25-6/1 |
| July 4 th | 7/3-7/10 | 7/2-7/9 | 7/3-7/10 | 7/2-7/9 | 6/30-7/7 | 6/29-7/6 |
| Labor Day Weekend | 8/30-9/6 | 8/29-9/5 | 9/4-9/11 | 9/3-9/10 | 9/1-9/8 | 8/31-9/7 |
| Thanksgiving Weekend | 11/27-12/4 | 11/26-12/3 | 11/25-12/2 | 11/24-12/1 | 11/22-11/29 | 11/21-11/28 |

RESERVATION OF BOAT TRAILER PARKING AND BOAT SLIPS

Each Member of the Club is conditionally guaranteed a boat trailer parking spot for a standard size boat during your annual Occupancy Period. Any Member desiring the use of the guaranteed boat trailer parking spot during their Occupancy Period is encouraged to reserve such parking spot at the time of making the corresponding Club Unit reservation, but such reservation MUST be made no later than ten (10) days prior to the commencement of your Club Unit reservation. Failure to do so jeopardizes the availability of a boat trailer parking spot, as each spot becomes available for use by the general public following the expiration of the above time period.

If you are a Founding Member of the Club, you are conditionally guaranteed a standard Boat Slip during your annual Occupancy Period for a market rate fee payable to the Developer. Any Founding Member desiring the use of the guaranteed Boat Slip during their Occupancy Period is encouraged to reserve such Boat Slip at the time of making the corresponding Club Unit reservation, but such reservation MUST be made no later than ten (10) days prior to the commencement of your Club Unit reservation. Failure to do so jeopardizes the availability of a Boat Slip, as each Boat Slip becomes available for use by the general public following the

expiration of the above time period.

RESERVATIONS PROCEDURES

A. Reservations may be made online or by telephone as follows:

Online: <https://topock66.com>

Phone: (928) 768-2166

B. Each reservation is subject to later validation of the Member having sufficient Occupancy Rights to make such reservation and being in “good standing” as to the payment of Assessments and otherwise, notwithstanding any automatically generated e-mail or phone confirmation of such reservation.

C. Reservations must be confirmed in writing by the Club in order to be valid. Confirmations will be sent by e-mail generally within 14 days of receiving your reservation request. The confirmation should be retained for presentation upon check-in.

D. If at the time of your request your preferred reservation is unavailable, in lieu of accepting an alternative reservation you may ask to be placed on a “wait list” for your preferred reservation. You may only be on one wait list at a time, and if the wait listed reservation becomes available, you will be notified by email and offered the opportunity to accept the reservation, which acceptance must occur within the timeframe specified in the notice.

E. A reservation is subject to immediate cancellation without notice if the Club reasonably determines that such reservation has been obtained in a manner designed to circumvent the intent of the reservation procedures in this Member Guide.

F. Four of the Club Units are ADA designed and equipped. Such units may be reserved on a first requested, first served space available basis and must be requested at the time of reservation.

RESERVATIONS POLICIES

A. Reservations and occupancy are limited to Members who are in “good standing”. You must be a member in “good standing” to make a reservation, and your reservation is subject to immediate cancellation without notice if at any time prior to or during your reserved occupancy you become a Member who is not in “good standing”. A Member in “good standing” is one who is not delinquent in the payment of Assessments or other amounts owed to the Club, is not delinquent in the payment of any obligation owing to Developer or an affiliate, and has not had their use rights suspended by the Club for any reason.

B. All reservations are applied against a Member’s Occupancy Right based on a whole Week basis, notwithstanding that actual occupancy reserved or used on a particular reservation is

less than a whole Week.

C. If your Occupancy Right is not used by the end of the applicable Occupancy Year, it shall be forfeited and does not carry over to any subsequent Occupancy Year.

D. All reservations are subject to reservation priorities, are on a first received, first served basis and are subject to space availability as further described in the Plan.

E. The Club may reserve Weeks, or portions thereof, in Club Units for the purpose of maintenance, repairs and refurbishing, and such time periods will be unavailable for reservation by Members. The Club will attempt to do so during time periods of lesser demand but may do so at any time so long as there remains sufficient time to satisfy then remaining Occupancy Rights of Members. The Developer may also reserve Weeks, or portions thereof, to the extent of unsold Memberships that it holds, or unreserved time to which it has rights, and such time periods will be unavailable for reservation of Weeks (or portions thereof) by Members.

RESERVATIONS OF BONUS TIME USE

A. All Club Members are entitled to reserve “Bonus Time”, which are occupancy periods in addition to the guaranteed time that is part of the Week purchased. Bonus Time applies to any available Club Unit Type and any Season or Holiday Week on a space available basis and in accordance with this section. Bonus Time means up to three consecutive nights any time between Monday through Thursday.

B. Reservations of “Bonus Time” in any available Club Unit may be made at any time by any Member, subject to the time frames set forth in the Reservations Time Frames Summary above. There is no limit to how much Bonus Time a Member may use; provided, however, that a Member may only have one confirmed Bonus Time reservation outstanding at any given time.

C. Bonus Time reservations are subject to a discounted daily rental rate pursuant to a rate schedule established from time to time by the Developer, which rates may vary by seasonal demand but will not be greater than 50% of the public rental rates. Bonus Time reservations must be pre-paid in full at the time of reservation, with such pre-payment non-refundable in the event of cancellation. Reservations of two (2) or fewer nights are subject to a one-time housekeeping fee in addition to the daily rental rate.

D. Bonus Time reservations will be honored on a first received, first served basis subject to availability, and must be made by telephone. No online requests will be accepted.

E. Bonus Time is only available for use by Members who themselves actually occupy the Club Unit. Bonus Time may not be assigned to any other user. Guests are permitted so long as personally accompanied by the Member during the entirety of the occupancy.

F. Bonus time reservations and occupancy are limited to Members in “good standing” and

subject to all other general procedures and policies, as applicable.

CANCELLATIONS, “NO SHOWS” AND EARLY CHECKOUTS

The following rules are designed to keep available as much occupancy time as possible for others wishing to stay at the Club:

A. You may cancel your reservation of Occupancy Right use without penalty by giving written notice to the Club by email at least thirty (30) days prior to the first day of your reserved use period. If you cancel your reservation within thirty (30) days prior to the first day of your reserved use period, you shall be considered to have used the entire use period for which the reservation was made, and will be charged a \$100 cancellation processing fee. If you cancel your reservation within ten (10) days prior to the first day of your reserved use period, you shall also be charged the Bonus Time rates for such reservation to the extent your reserved time remains unoccupied.

B. You may cancel your reservation of Bonus Time use at any time; however, no refunds of your prepayment will be made under any circumstances.

C. If you are a “no show” and do not check in by midnight of the first day of any reservation, you will be deemed to have cancelled your entire reservation. You can avoid such cancellation by notifying the Club of the exact day of your arrival.

D. If you intend to check out early, advance notice to the Front Desk is appreciated.

GUESTS/PERMITTED USERS

A. A Member may make a reservation on behalf of a Permitted User or may allow a Permitted User to occupy a Club Unit during the Member’s reserved time period without additional charge; provided, however, that a Member making such reservation or allowing such use must provide the Club with seven (7) day’s advance written notice and authorization setting forth the name(s), address(es), telephone number(s) and e-mail address(es) of the Permitted User(s). For your safety, during checking-in of Permitted Users, each will be asked to show proof of identification and sign a registration card.

B. A Member may invite others to share occupancy during the Member’s reserved time, provided that the maximum allowable occupancy limit for the Club Unit is not exceeded.

C. Bonus Time and discounted reservations are personal to a Member and the members of such Member’s immediate family. You may not permit another person to occupy a Bonus Time or discounted reservation unless you are present during such occupancy.

D. Occupancy Rights and other benefits associated with Membership are personal to a Member and not assignable. No Member may “sell” or “rent” any right to occupy any Club Unit

or to utilize any other benefit of Membership or benefit offered by Developer.

E. No person under the age of eighteen (18) years may occupy a Club Unit unless accompanied at all times by a Member or Permitted User who is that person's parent or legal guardian (or who has been authorized in writing to travel with such Member or Permitted User by such person's parent or legal guardian) and who is at least eighteen (18) years of age or older.

F. All Permitted Users and guests are subject to the Membership Documents and this Member Guide and such other rules and regulations as may exist from time to time. The Member is responsible for any and all damages and other violations caused by their Permitted User or guests in connection with their occupancy.

CHECK-IN & CHECK-OUT

ARRIVALS, CHECK-INS AND FRONT DESK

Check-ins will take place at the Front Desk located in the office on the east (right) end of the main multi-story building. Upon arrival to Topock66, please temporarily park your vehicle in any space available and proceed to the Front Desk. The Front Desk will be staffed 24/7, but a courtesy notice of arrivals after midnight would be appreciated. All matters concerning a Member's reservations, actual occupancy, housekeeping, maintenance, parking and the like are handled through the Club's Front Desk.

PARKING AND BOATS

The Front Desk will give you parking instructions and a permit that should be displayed at all times on the dashboard of your vehicle. Reserved parking for one normal passenger type vehicle is provided in the main Club parking lot for each Club Member. If you are pulling a trailer, the Front Desk will provide instructions for unloading any watercraft and/or for parking the trailer in a separate area designed for that purpose. Each Club Member is entitled to park one boat/watercraft trailer of normal size during their stay, provided that an advance reservation is timely made. Each Club Member who is a Founding Member is entitled to utilize one boat slip during their stay, provided that an advance reservation is timely made and a market rate daily use fee is paid.

While there are various auxiliary parking areas in proximity to Topock66, they are not owned by or leased by the Club and thus not guaranteed to be available. In other words, there is not necessarily sufficient parking for more than your one passenger vehicle and the one trailer. For clarity, there is not necessarily sufficient parking for additional vehicles, recreational vehicles, motor homes, buses, trailers, camper shells, oversized trucks and recreational items like all-terrain vehicles, motorcycles and the like, particularly during the summer months and holiday weekends. Please contact the Front Desk in advance of your stay to inquire about possible arrangements for any special vehicle parking needs.

One such auxiliary parking area currently available to members of the public (on a space available basis) is a remote lot on the south side of the railroad tracks that is owned by the neighboring railroad company but leased to the Developer on a month-to-month basis. Developer's arrangements with the railroad company require that those parking in that lot must use the vehicular underpass for pedestrian access to Topock66 (i.e., do not attempt to cross the tracks to get to Topock66).

CHECK-IN AND CHECK-OUT TIMES

Check-in time: After 3:30 PM

Check-out time: Before 10:00 AM

The check-out time must be strictly enforced so that the Club Unit may be made ready for the next occupant. Failure to check-out on time will result in a penalty fee set by the Club and may result in a one-year suspension of your Membership. A general failure to vacate ("holding over") will result in serious legal consequences due to its significant impact on the next occupying Member or other occupant, the Club and/or the Developer (see below for further information on the consequences of holding over).

EARLY CHECK-IN AND EARLY ARRIVAL OF THOSE BRINGING BOATS

The possibility of early *occupancy* of your room is very limited on most days due to the large number of check-outs and the need for housekeeping of the Club Units between check-out and check-in time. However, early *arrivals* to the Topock66 property are always encouraged, especially for those bringing boats. By arriving on property early (but after normal check-out time), you will be able to get your boat into the water and into a slip (if reserved) and get your boat trailer parked prior to the rush at the normal check-in time. Requests for early *occupancy* of your room will be accommodated, if at all possible, but is never guaranteed, even if the Front Desk has implied or stated that early occupancy will be provided.

CHECK-OUT

Check-out takes place at the Front Desk. Prior to departing your Club Unit, please make sure that all doors and windows are locked behind you. You may also check-out on your designated check-out day by leaving your key card(s) in the unit and phoning the Front Desk as you depart the property. In such case, you will be billed for any charges otherwise due at check-out.

DURING YOUR STAY

ROOM FURNISHINGS, SUPPLIES, HOUSEKEEPING, LINENS & TOWELS

A. All Club Units are fully furnished with two queen beds, a sofa bed, television, dresser,

desk, accessory furniture and furnishings and patio furniture. All Units have kitchenettes that include a refrigerator, microwave, sink, coffee maker, limited cookware and utensils, and dining/beverage service ware.

B. At the start of your occupancy period, your reserved Club Unit will be clean and stocked with a starting quantity of expendable kitchen supplies (i.e., coffee, paper towels and trash bags) as well as linens, towels and expendable bathroom supplies (i.e., toilet paper and bathroom soap/toiletries). Members are responsible for their own housekeeping and additional kitchen supplies during their occupancy. You can exchange soiled towels or linens at the Front Desk every other day except for the day of your check-out. Toilet paper and bathroom soap/toiletries are also available at the Front Desk.

C. On stays of over 7 days, upon advance request to the Front Desk, you will receive one mid-stay full housekeeping service.

D. Upon departure, Members are required to leave their Club Unit in a generally clean condition, including the washing of the dishes prior to departure. If it takes more than two (2) hours to clean the Club Unit at the end of the occupancy period, the Member will be charged a minimum of \$50.00 per hour or fraction of an hour for the extra cleaning.

E. For a fee payable in advance, you can typically arrange through the Front Desk for additional housekeeping services as follows:

- Full housekeeping service (clean, dishes, trash, supplies, fresh bed linens, towels)

- Clean bed linens—delivered/exchanged and beds made

- Clean bed linens—self-exchanged at Front Desk (free)

- Clean towels—delivered/exchanged and hung

- Clean towels—self-exchanged at Front Desk (free)

- Dishes washed at departure

- Re-stock of expendable kitchen supplies by pick-up at Front Desk

- Re-stock of expendable bathroom supplies by pick-up at Front Desk (free)

PETS

The Club appreciates that some consider their pets as part of the family and would like to bring them on their river vacation. Accordingly, the Club will offer a limited number of “pet friendly” Club Units. If you would like to bring a pet, you **MUST** make advance arrangements at the time of your reservation. At the present time, the “pet friendly” Club Units can accommodate up to two total pets, which may be any combination of reasonably sized dogs or cats. The Club reserves the right, without notice, to change the number and type of permissible pets. Occupants are required to closely monitor their pets so that they do not disturb others. Pets may not be left in a Club Unit unattended and are subject to removal by the Club. Considering the additional housekeeping required and added wear and tear on furnishings and the grounds, there is a per stay pet cleaning fee, presently set at \$100 per stay. Because some people are allergic to pets and

offended by barking, odors and the like, the Club reserves the right to disallow pets in the future.

SMOKING PROHIBITED

All Club Units are non-smoking accommodations. Smoking of any kind is prohibited inside any Club Unit and on any patios, any other interior areas accessible to Club Members and within 20 ft. of any such structure. Any violation of these provisions shall subject the violator to a \$250 fine plus the cost of any clean-up, including, but not limited to, the cleaning (or replacement) of linens, drapes, carpets, furniture fabric, and the like. The Member shall be responsible for the payment of said fine and costs in connection with the Member's conduct as well as the Member's guests and Permitted Users. Designated exterior smoking areas will be provided. For such exterior smoking, all cigarette and other smoking debris shall be placed in designated receptacles or otherwise carefully disposed of, keeping in mind the forest fire potential of the area.

PARKING REGULATIONS AND PERMISSIBLE VEHICLES

Members are responsible for complying with the restrictions in this Member Guide regarding parking and the types of vehicles that are permissible. Members are also responsible for complying with any posted signs concerning parking and vehicular circulation. Vehicles in violation of this provision may be removed from the property at the expense of the responsible Member. Parking spaces shall not be used for any purpose other than parking and ingress and egress incidental thereto.

MAXIMUM OCCUPANCY

All Club Units are designed with a maximum overnight occupancy limit of six (6) persons, including children ("Occupancy Maximum"). The Occupancy Maximum will be strictly enforced. The Club reserves the right at any time to further limit occupancy based on reasonable expectations, health and safety issues, and/or abuse of Club privileges, which limits may also be waived by the Club on a case-by-case basis. The Occupancy Maximum is based on two queen beds and one sofa bed per Club Unit. Rollaway beds are not offered.

CARE OF CLUB UNITS AND COMMON FURNISHINGS

Members are expected to treat the Club Unit and its Common Furnishings with care and respect during their occupancy, and to leave them as they found them. Because Club Units exist for the safety and enjoyment of all Members, no reorganization or removal of furniture, wall hangings or floor coverings nor redecorating of any type is permitted. Draping of any article, including towels, swimsuits, etc., in the patio or balcony areas or otherwise visible to the exterior is not permitted. No signs, advertisements, or notices of any type may be displayed on the exterior or interior of the Club Unit or on any common area. No exterior antennae may be erected. Nothing shall project out of any window, door, porch or balcony. All appliances should be used in accordance with the manufacture's instructions located in each unit. Any exterior cooking and

barbecuing shall be limited to any areas provided specifically for such purposes, and is otherwise prohibited. When checking out, each Member and/or guest is responsible for removing all of their personal property.

Members are responsible for any loss or damage to the Club Unit and its Common Furnishings occurring during their reserved occupancy period other than normal wear and tear. Upon check-in, the Member (or the Member's designee) should review the Club Unit Inventory List located within the Club Unit, undertake an inspection, and immediately report to the Front Desk any concerns. In the event any items become damaged, unusable or missing from your assigned Club Unit, please report such occurrence immediately to the Front Desk so that a replacement can be made in time for the next occupant. Any charges for damages or loss (including those voluntarily reported) will be added to your bill at cost plus a reasonable service charge at check out time, or will be billed directly to you. Non-payment of any such charges will result in suspension of your Membership benefits until such charges have been paid.

AMENITIES AND COMMON AREAS

The Club Units are located adjacent to a riverfront resort/recreation property that may offer various amenities for public use by members of the general public, including Club Members both during their occupancy and throughout the year. In addition, Club or Developer or its affiliates may from time to time offer the use of certain additional amenities on or off Club property, but without obligation to do so. Any and all such amenities, and any furnishings or equipment associated with such amenities, are provided for the pleasure of the public and should be treated with care and respect. Use of amenities is typically available on a first-come, first-served basis and cannot be reserved. Common area furniture and equipment should not be altered in any way or moved to other locations. Damage caused to any common area or any of the furnishings or equipment thereon is the responsibility of the Member.

USE OF RECREATIONAL FACILITIES AND ACTIVITIES

The Club and/or Developer or its affiliates may (but without obligation to do so) from time to time make available for use by Members and their guests and Permitted Users various recreational facilities, equipment or activities at no charge or for a fee (the "Recreational Items"). The use of, or participation in, any Recreational Item is solely at the user's own risk, and children must be supervised by the immediate presence at all times of a parent or guardian. All posted rules for all facilities, equipment and activities must be adhered to as though they were part of this Member Guide. Any person violating any such rules or this Member Guide will be refused use of the Recreational Item. There will be no lifeguard for the adjacent pool or spa. Children under the age of sixteen (16) are prohibited from using the adjacent pool or spa unless accompanied by a parent or guardian at all times. The Club may adopt additional rules governing the use of the Recreational Items, including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters.

POSTED RULES

Members and Permitted Users shall obey all signage erected or established in or on the Club Units or Common Areas by the Club and Developer, and shall conduct themselves in a manner consistent with posted instructions.

NOISE, SAFETY, HEALTH, AND COURTESY

Club Units share common walls and ceilings/floors with other residential units. Members are expected to be courteous with respect to noise and activities so that neighbors are not disturbed, particularly during the hours of 9:00 PM to 9:00 AM. Among other things, Members are asked to use consideration and thoughtfulness when using TVs, radios, stereos and musical instruments and engaging in late-evening entertaining. In no event shall speakers be positioned for outdoor listening, and Members should use headsets on music players and radios when outside. In addition, occupants are required to monitor their children's activities so that they do not disturb others. No dangerous or unlawful substance may be kept or used on the premises. No Member shall use or permit to be brought into any Club Unit or onto any porch or balcony or onto the common area, any flammable gases, oils or fluids such as propane, gasoline, kerosene or other explosives or articles deemed hazardous to life, limb, or property. Obnoxious, unlawful, or offensive activities are prohibited. No Member shall commit or permit to be committed any nuisance or illegal acts in the Club Units or within any common area. Members shall not permit or suffer anything to be done or kept in the Club Units that will increase the Club's existing insurance rates. Overall, good judgment and thoughtfulness for others should always be used during occupancy.

SECURITY AND ENTRY OF CLUB UNITS BY CLUB REPRESENTATIVES

Notwithstanding the generally relaxed and safe environment within which the resort is located, you should remain aware of your environment and take precautions concerning your personal safety and the safety of your personal property. Anything suspicious should be immediately reported to the authorities by dialing 911 on your phone and/or reported to the Front Desk, as appropriate. You should overall use common sense during your occupancy, but among other things, you should: (a) Lock all vehicles; (b) Lock all Club Unit doors and windows; (c) Particularly for ground floor units, when you are away, close your blinds, drapes, and shutters; (d) Make sure you have your key card(s) with you when you leave the unit and know where your key card(s) are at all times.

Please note that the Club maintains master key cards to all Club Units, and in case of emergency, Club staff or other designees are authorized to enter your Club Unit, in which event you will be notified as soon as reasonably possible if you were unaware of the entry. Members are also expected to cooperate with the Club and its designees to permit entry into the Club Unit at reasonable hours of the day for purposes such as maintenance, housekeeping, property inspections and the like.

PERSONAL ITEMS/STORAGE

Neither Club nor Developer or its affiliates shall be responsible for any personal property of an occupant that is lost, damaged, or stolen during occupancy, whether in a Club Unit or in a common area. There shall be no responsibility for any personal items left by an occupant upon check out; however, items left, if found, will be held or forwarded to you by making arrangements with the Front Desk to do so. Lost and found items may be disposed of after thirty (30) days. No responsibility is assumed for packages or merchandise delivered to the Club Unit and left in any common area or in front of doorways. The storage of any occupant's personal belongings shall be limited to the assigned Club Unit. Because parking is limited, storage is not permitted in any parking area, except inside any authorized vehicle, which shall be done at your own risk.

SOLICITING AND BUSINESS ACTIVITIES

No commercial soliciting is permitted, whether within or from a Club Unit or any common area, at any time by any occupant to neighboring occupants or members of the general public. No trade, business, profession, or other type of commercial activity may be conducted in or from any Club Unit or any common area.

INCLUDED AND OPTIONAL CLUB BENEFITS

CLUB BENEFITS INCLUDED WITH ALL MEMBERSHIPS

- Guaranteed stay in a Club Unit, on-property parking for one vehicle and one boat trailer parking spot in an adjacent lot during your annual occupancy of your purchased Week.
- “Bonus Time” right to make year-round reservations in Club Units at a discount, which reservations are in addition to your purchased Week (subject to certain terms and conditions described above).
- Option to “trade up” your Membership Type for up to 3 years (subject to availability). Please contact the Developer for details.
- For Founding Members only, one boat slip for a standard size boat (subject to a market rate daily fee).

OPTIONAL BENEFITS OFFERED BY DEVELOPER ON A “SPACE AVAILABLE” BASIS AND FOR SO LONG AS DEVELOPER OWNS AND/OR OPERATES SUCH FACILITIES

Members are entitled to year-round use and discounts at the public portions of Topock66 as they may exist and are offered from time-to-time by Developer or any of its affiliates, which public portions currently include the following:

- Hotel reservations (i.e., the unsold or unused Weeks controlled by the Developer)
- Boat slip rental (limit of one week per year)
- Use of boat launch ramp
- Pool area
- Restaurant and bar
- Retail shop
- Other recreation facilities and activities as may be offered by the Developer

**The master developer of the Topock66 property is contractually obligated to provide the foregoing benefits to Club Members, but only to the extent such facilities continue to be owned and/or operated by such developer, without obligation to do so. Any or all of such facilities may be sold or discontinued in operation at any time by developer, and thus no longer be available for use by Members. Any such benefits, to the extent offered, are offered by the developer on a space available basis.*

***Benefits remain subject to change as well as to certain terms and conditions. Exact discounts may vary by season and other factors. All benefits are personal to a Member and the members of such Member's immediate family.*

TOPOCK66 VIP CLUB MEMBER BENEFITS

- Welcome drink for two on all stays
- Welcome package in room for your Week stay (welcome gift, beverage, snacks, sunscreen tube, etc.)
- Early check-in of one hour in advance of normal time [just a new idea]
- Preferred reservations in Topock66 Restaurant (a limited block of reservations will be retained for VIP Club members)
- Priority use of boat launch ramp

Note: In the unlikely event you sell your Week to a third party (see below), the VIP Club Membership terminates and does not pass with the Week sold.

**The master developer of the Topock66 property is contractually obligated to provide the foregoing benefits to Club Members, but as to benefits involving facilities, only to the extent such facilities continue to be owned and/or operated by such developer, without obligation to do so. Any or all of such facilities may be sold or discontinued in operation at any time by developer, and thus no longer be available for use by Members. Any such benefits, to the extent offered, nonetheless are offered by the developer on a space available basis.*

***Benefits remain subject to change as well as to certain terms and conditions. Benefits may vary by season and other factors. All benefits are personal to a Member and the members of such Member's immediate family.*

DUES & ASSESSMENTS

A. All Members are required to pay annual Maintenance Fees as part of their Membership obligations. In addition, all Members are responsible for any Special Assessments or Personal Charges.

B. A Member must be current in the payment of all Assessments in order to take advantage of the use and occupancy rights and other privileges available to Members of the Club. Assessments must be paid whether or not the Member actually utilizes any Membership benefits in any given year.

C. Annual Maintenance Fees are assessed on an annual basis, **but may be paid monthly or quarterly if desired**, and may be paid online, by mailed check or through an auto-pay system. Once the payment method is selected, Annual Maintenance Fees are due and payable on or before the first day of each designated period, whether or not any billing is provided by the Club.

D. Failure to timely pay any Assessments when due will result in late charges, interest and a Membership reinstatement fee as established by the Club and presently as follows:

1. Late charge equal to the larger of \$10.00 or ten percent (10%) of the amount due for each payment that is delinquent
2. Interest at the rate of 18% per annum
3. \$100 Membership reinstatement fee

E. Failure to timely pay Assessments when due may also result in the placement of a lien on your Undivided Fractional Interest and the "foreclosure" thereof.

F. Any and all unpaid charges, penalties, fees or other financial obligations of Members arising under any of the Membership Documents or due to occupancy are enforceable as Assessments.

The aforementioned powers are in amplification, and not limitation, of the powers of the Club to enforce a Member's obligations under the Plan or by law.

LEGAL

FAILURE TO VACATE

Failure to vacate your assigned Club Unit at the end of your reservation, or otherwise using or occupying a Club Unit during a period other than a reservation, or preventing another person

from using or occupying a Club Unit during such other person's reservation, is a serious matter and shall subject the violator to any or all of the following remedies:

- (a) Immediate removal, eviction or ejection from the Club Unit wrongfully occupied.
- (b) Violator will be deemed to have waived any notice required by law with respect to any legal proceedings regarding your removal, eviction or ejection (to the extent that such notices may be waived under Arizona law).
- (c) Violator will be deemed to have given permission to the Club to remove, without liability, all luggage and other personal property from the Club Unit wrongfully occupied and to hold same for a reasonable period of time and for a fee.
- (d) Reimburse the Member or person(s) otherwise entitled to use the Club Unit (including Developer) and the Club for all costs and expenses incurred by them as a result of your conduct, including, but not limited to, costs of alternative accommodations, transportation costs, storage costs, travel costs, court costs and reasonable attorney's fees.
- (e) In addition to the costs and expenses set forth in subparagraph (d) above, a penalty sum equal to two hundred percent (200%) of the fair rental value per day of the accommodation (as reasonably determined by the Club) for each day or portion thereof, including the day of surrender, during which you prevent occupancy of the accommodation.

MAJOR DAMAGE

If by intentional or negligent act an occupant renders a Club Unit uninhabitable for the successive reservation, such occupant shall be liable just as if such occupant had failed to vacate (see above). In the event of any damage or destruction attributable to a Member or such Member's Permitted User, the Member shall be liable for the cost of returning the damaged property to its original condition. The intentional or negligent act of a Member's guest or Permitted User shall be deemed to be that of the Member.

RESPONSIBILITY OF MEMBERS

Members are liable for any and all acts committed by them or by their Permitted Users, all of which shall be deemed to be the acts of the Member. This liability includes Personal Charges, maintenance, repair or replacement of real property, repair or replacement of Common Furnishings or other personal property, and personal injury caused by intentional, reckless or negligent acts or omissions.

SUSPENSION AND OTHER ENFORCEMENT OF THE MEMBER GUIDE

Any Member, Permitted User or other occupant who has been advised by a Club representative that they are in violation of the Member Guide or Membership Documents is required to

immediately cease and desist from such violation. If after being so notified such person fails to cease, the matter will be referred to the Club for action.

If any Member or his/her Permitted User shall be in breach of the Membership Documents, including but not limited to the failure of such Member to pay any Assessments, the Club may unilaterally and without notice or hearing: (a) suspend any or all rights of such Member including, but not limited to, the right of such Member and his/her Permitted User to reserve or occupy any Club Unit, the right of such Member to participate in any vote, and any other right granted to Members pursuant to the Membership Plan; (b) assess such monetary penalties as may be reasonably established by the Club; and (c) take any and all other action authorized under the Membership Plan or allowed by law.

DISCLAIMER

The use of Club Units and all other facilities provided by or through Club or Developer (or their affiliates or agents) (including, but not limited to, adjacent facilities such as the pool; boat docks, slips and moorings; and otherwise) shall be at the risk of those involved and shall not in any event be at the risk of the Club or Developer (or their affiliates or agents). Each Member agrees that neither the Club nor Developer (nor each of their affiliates, directors, officers, agents, employees, contractors, or principals) shall have any legal responsibility or liability for any injury or damage to said Member (or anyone claiming under his/her Membership) incurred during the use of a Club Unit or other facility, except for damages or injury that were due to intentional, reckless or grossly negligent acts or omissions attributable to the party sought to be charged. Due to the inherent risks involved in the use of Recreational Items (as above defined), and whether or not such Recreational Item involves the execution of a written waiver as a condition to its availability, the user agrees to defend, indemnify and hold harmless Club and Developer (and each of their affiliates, directors, officers, agents, employees, contractors, or principals) from any and all liability for loss, damage, injury or death resulting from such Recreational Item.

MODIFICATION OF THE MEMBER GUIDE

The Club reserves the right to amend this Member Guide from time to time and at any time as circumstances and experience may require, including, without limitation, the reservations procedures. The Club reserves the right to waive any portion of this Member Guide it determines to be appropriate under any particular circumstances. The Club may also employ such other non-written policies and procedures in connection with its operations as may be necessary or useful. Notwithstanding any of the foregoing, nothing done by the Club shall infringe upon the rights granted to Developer pursuant to the Plan, and this provision may not be amended without the express written consent of Developer.

REPURCHASE AND RESALE RESTRICTIONS

For various legal reasons, Developer has the right to repurchase your Week by paying you the

full price you initially paid for such Week, exclusive of any financing costs incurred, but inclusive of any closing costs. In addition, before offering your Week for sale to any third party, you must first offer it at the same terms to the Developer; however the Developer has no obligation to so purchase. Your Week should be purchased for your own personal enjoyment and should NOT be purchased for investment purposes.

GENERAL

Capitalized terms used in this Member Guide and otherwise not defined shall have the meanings ascribed to them in the various legal documents relating to the Club, including, without limitation, the Club Membership Documents including the recorded Membership Plan. In determining all rights and privileges, a Member should refer to the Membership Documents as a whole. In the event of conflict between this Member Guide and the other Membership Documents, the other Membership Documents shall control.