

**SUNSET WALK CLUB**

**MEMBERSHIP PLAN**

# SUNSET WALK CLUB

## MEMBERSHIP PLAN OVERVIEW

### MEMBERSHIP OPPORTUNITY

This Membership Plan describes the Membership opportunities in SUNSET WALK CLUB (the "Club"). The Club is located in Sunset Walk in Osceola County, Florida, featuring exceptional dining, swimming, and social facilities.

### MEMBERSHIP CATEGORIES

The Club currently offers two categories of Membership: 1) Sunset Walk Owner Membership, and 2) Sunset Walk Purchased Membership; however, the Club may create additional categories of Membership. Membership use privileges are more fully described in this Membership Plan.

In order to ensure a stable source of revenue for the Club and further the long term success of the Club, which is an integral part of Sunset Walk, each Owner that enters into a Rental Management Agreement with **Rentyl Management, LLC** ("Rental Agreement") is required to acquire and maintain a Sunset Walk Owner Membership. The Club may, however, have other Members.

For such Owners that do not enter into the Rental Agreement, Owners must obtain a Sunset Walk Purchased Membership by entering into a Sunset Walk Purchased Membership Agreement at an additional cost per annum. Sunset Walk Purchased Memberships offer use privileges to the acquiring Owner, their spouse, their immediate family, and any accompanied guest(s) only.

Renters of Units owned by Sunset Walk Purchased Members do not have access to any Club Facilities. Renters of Units owned by Sunset Walk Owner Members may use the Facilities when staying in Sunset Walk Hotel Condominium upon payment of a daily amenities access fee ("Amenity Access Fee") in an amount established by the Club in accordance with this Sunset Walk Club Membership Plan, in addition to applicable fees and charges.

### SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Facilities and programs and activities for Members and their families, Membership in the Club offers a number of attractive benefits. A brief description of some of these current benefits follows and they are described in greater detail in this Membership Plan:

- **Family Privileges.** A Member's family, including his or her spouse and their children (including adult children), grandchildren, great-grandchildren, parents and grandparents, are entitled to Membership privileges without having to pay additional Membership dues.

- **No Assessments.** Members are not subject to either operating or capital assessments.
- **Concierge.** A concierge service is available which will enable Members to arrange for a variety of personal services and business assistance.
- **Club Website.** Members can view details about upcoming events and activities, staff profiles, facility photos and descriptions and much more.

#### **CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS**

Every person who desires to obtain a Membership, or enters into a Rental Management Agreement with **Rentyl Management, LLC** and owns or purchases a Unit within Sunset Walk should carefully read this Membership Plan and all of the referenced documents and should seek professional advice to evaluate these documents.

#### **RELY ONLY ON INFORMATION IN THIS MEMBERSHIP PLAN**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS NOT CONTAINED IN THIS MEMBERSHIP PLAN AND THE REFERENCED DOCUMENTS AND, IF GIVEN OR MADE, SUCH INFORMATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF MEMBERSHIP CONTAINED IN THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT AND OTHER PRINTED MATERIALS, THE MEMBERSHIP PLAN, RULES AND REGULATIONS AND MEMBERSHIP AGREEMENT SHALL GOVERN.**

#### **MEMBERSHIPS ARE OFFERED ONLY FOR RECREATIONAL PURPOSES**

**MEMBERSHIPS AT THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS, THEIR FAMILY MEMBERS, AND GUESTS, THE RECREATIONAL USE OF THE FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP AT THE CLUB.**

**NO FEDERAL OR STATE AUTHORITY HAS PASSED UPON OR ENDORSED THE MERITS OF THIS MEMBERSHIP PLAN.**

#### **ADMISSION PROCEDURE**

Each person who desires to become a Member must mail or deliver to the Membership Director a fully completed and signed Membership Agreement, along with a check for the required joining fee.

## MEMBERSHIP DIRECTOR AVAILABLE TO ANSWER QUESTIONS

All inquiries regarding Membership in the Club or this Membership Plan and referenced documents should be directed to the Membership Director at: SUNSET WALK CLUB, 8011 Fins Up Circle, Kissimmee, Florida 34747 or by calling 321-326-8770 or emailing [Membership@TheOasisBeachClub.com](mailto:Membership@TheOasisBeachClub.com). You may also visit our website at [www.\[\]com](http://www.[]com).

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## **MEMBERSHIP FEATURES AND FACILITIES**

### **INTRODUCTION**

This Membership Plan, the Rules and Regulations and the Membership Agreement, set forth the rights and privileges of Membership in the Club.

### **FACILITIES**

Members, their families and guests will enjoy the following exceptional Facilities:

*Club Facilities:*

- **Swimming Pools**
- **Beach Area**
- **Cabanas**
- **Chaise Lounges**
- **Bar/Grill**
- **Entertainment Stage**
- **Grand Lawn**
- **Event Tent**

### **CONSTRUCTION OF FACILITIES**

The Facilities are anticipated to be completed and open in 2022. The construction of the Facilities will be subject to obtaining the necessary approvals and permits, as well as delays due to severe weather, unforeseen casualty, and any other matters beyond the control of the Club Owner. The joining fees shall be held in escrow or security shall be provided for the completion of the Facilities as hereinafter provided.

### **ADDITIONAL FACILITIES**

The Club may at any time expand the Facilities or add additional facilities either on or off-site, as it determines appropriate from time to time. The Club may at any time allow all Members to use the additional Facilities, increase dues for all Members or certain categories of Membership to reflect usage of the additional Facilities, or give Members the option to use the Facilities upon payment of an additional joining fee and/or additional Membership dues.

## **MEMBER SERVICES**

A concierge service will be available to Members, which will enable Members to arrange for a variety of personal services, including tickets to area theme parks, dinner reservations, airline tickets, tickets to sporting and cultural events, local transfers, shuttle service, car rentals, and business assistance, such as copies and faxes. The concierge service is included with a Membership, but the cost of certain services used may be charged to the Member.

## **OWNERSHIP OF FACILITIES**

SUNSET WALK CLUB, LLC, a Florida limited liability company (the "Company" or "Club Owner") owns, or will own, the Club Facilities listed in the "Facilities" section above.

## **MEMBERSHIP CATEGORIES AND PRIVILEGES**

### **CATEGORIES OF MEMBERSHIP**

The Club is offering Sunset Walk Owner Memberships to Owners of Units in Sunset Walk Hotel Condominium who enter into a Rental Agreement, and Sunset Walk Purchased Memberships to Owners who pay an annual Membership Fee. The Club may offer certain other Memberships and use privileges as described in the "Other Memberships and Use Privileges" provision in this Membership Plan. The Club reserves the right to offer Memberships in other categories to other persons.

### **SUNSET WALK OWNER MEMBERSHIP**

Sunset Walk Owner Members may use all of the Facilities without payment of daily use fees, but will be responsible for charges for food and beverage purchases. Renters of Units of Sunset Walk Owner Members shall have access to the Club Facilities, subject to payment of applicable Amenity Access Fees and other fees and charges for use of the Facilities as established by the Club from time to time.

### **SUNSET WALK PURCHASED MEMBERSHIP**

Sunset Walk Purchased Members may use all of the Facilities without payment of daily use fees, but will be responsible for charges for food and beverage purchases. Renters of Units of Sunset Walk Purchased Members shall not have access to any of the Club Facilities.

## **RULES AND POLICIES**

In order to enhance the recreational and social pleasure of Members and their guests, the Club reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Facilities.



## **FAMILY AND GUEST PRIVILEGES**

### **FAMILY PRIVILEGES**

A Member's family will be entitled to use the Facilities on the same basis as the Member. A Member's family will include the Member's spouse and any person the law deems is entitled to the same privileges as a spouse and their children (including adult children), grandchildren, great-grandchildren, parents and grandparents.

### **PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER**

An unmarried Member living together with another individual in the same household as a family unit on a permanent basis may designate the other individual on a Membership year basis to use the Facilities as an immediate family Member. The total number of adults who may have immediate family privileges, including the Member, is limited to two adults per Membership. The Member and the designated user shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules and require the Member and designated user to submit such information and forms as the Club deems appropriate.

### **GUEST PRIVILEGES**

Members may have accompanied guests use the Facilities in accordance with the Rules and Regulations of the Club and the Club's guest policies. The Club may limit the number of guests and the number of times a particular guest may use the Facilities during each Membership year. Although the Club does not currently plan to charge a daily guest access fee, the Club reserves the right to do so. The Member will be responsible for the payment of fees and charges incurred by his or her guests. Members will also be responsible for the deportment of their guests.

The Club may allow Members' houseguests to use the Facilities subject to the Club's Rules and Regulations upon the payment of a daily houseguest access fee. A Member's short term rental guests are not houseguests and do not have access to the Facilities except as set forth in the "Rental Guests" section of this Membership Plan. A Member's use of the Club's houseguest policies for the Member's Rental Guests will subject the Member to disciplinary action. The Club reserves the right to restrict or terminate houseguest privileges.

## **OFFERING OF MEMBERSHIPS**

### **OFFERING OF MEMBERSHIPS**

Sunset Walk Owner Memberships will be offered to owners of Units in Sunset Walk Hotel Condominium who enter into a Rental Agreement with **Rentyl Management, LLC**.

**MEMBERSHIP REQUIREMENT FOR PROPERTY OWNERS WHO ENTER INTO A RENTAL AGREEMENT**

The Declaration requires each owner of a Unit in Sunset Walk who enter into a Rental Agreement to acquire and maintain a Membership in the Club. Therefore, each initial and resale purchaser of a Unit in Sunset Walk Hotel Condominium who enter a Rental Agreement must submit a Membership Agreement and pay the required joining fee on or before entering into a Rental Agreement.

OWNERSHIP OF A UNIT DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE FACILITIES WITHOUT ACQUIRING A CLUB MEMBERSHIP OR TO ACQUIRE A CLUB MEMBERSHIP WITHOUT PAYING DUES AND APPLICABLE FEES, AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB OR THE FACILITIES.

**MEMBERSHIP PRIVILEGES PRIOR TO ENTERING INTO A RENTAL AGREEMENT**

The Club may allow the initial purchaser of a Unit in Sunset Walk Hotel Condominium to use the Facilities as a Member prior to entering into a Rental Agreement. The person will be required to pay the applicable joining fee, dues, fees and other charges established by the Club from time to time. In the event the owner of the Unit does not timely enter into a Rental Agreement, the Club may terminate the Membership privileges by returning the joining fee to the person.

**OWNERSHIP OF MULTIPLE UNITS**

If a person acquires two or more Units in Sunset Walk Hotel Condominium, the purchaser is required to acquire a Membership for each Unit subject to a Rental Agreement.

**MULTIPLE OWNERS OF PROPERTY**

If a Sunset Walk Hotel Condominium Unit subject to a Rental Agreement is owned by more than one person (other than spouses), the Membership associated with the Unit will be issued in the name of only one Unit Owner, designated by the Unit Owners. The Unit Owner in whose name the Membership is issued may designate up to two additional Unit Owners to use the Facilities upon payment of full dues by each such Unit Owner. If more than three persons (other than spouses) own the Unit, the Club may make additional Memberships available to the other owners upon payment of joining fees and dues by each additional owner.

**MEMBERSHIP HELD IN NAME OF LEGAL ENTITY**

If a Sunset Walk Condominium Hotel Unit subject to a Rental Agreement is owned by a limited liability company, corporation, partnership, trust or other form of multiple ownership (collectively, the "entity"), the Membership associated with the Unit will be

issued in the name of the entity. The entity may designate up to three owners of the entity to use the Facilities upon payment of full dues by each designee. The entity may change the designated user to another or successor entity owner prior to the start of each Membership year in accordance with the rules and regulations of the Club and upon payment of the redesignation fee established by the Club. The Club may require proof that the entity is in good standing and that any designated user is an owner of the entity, and may adopt and amend rules governing the designation of entity owners.

## **JOINING FEE**

### **JOINING FEE REQUIRED TO ACQUIRE MEMBERSHIP**

Each person who desires to acquire a Membership will be required to pay a non-refundable joining fee determined by the Club from time to time. Joining fees are not transferable, except as specifically provided in this Membership Plan. A Member shall not be entitled a refund of any portion of the joining fee paid for the Membership, whether after resignation, death, or otherwise.

### **ASSURANCE OF COMPLETION OF FACILITIES**

Joining fees will be held in escrow by a financial institution or other independent escrow agent pursuant to an Escrow Agreement for Joining Fees. If the Club provides security ensuring completion of the Facilities or a refund of amounts paid in respect of a Membership in the Club if the Facilities are not completed or if completion of the Facilities is otherwise assured as more particularly provided in the Escrow Agreement for Joining Fees, the escrow agent is authorized to release amounts held in escrow, all as more particularly provided in the Escrow Agreement for Joining Fees. A copy of the Escrow Agreement for Joining Fees will be available for review in the Membership Office.

### **TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP**

The Club makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a Membership or with respect to any joining fees paid to the Club. All persons acquire their Membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, Members should consult with their own tax advisors with respect to the tax consequences of any joining fees.

## **TRANSFER OF MEMBERSHIP**

### **TRANSFER OF MEMBERSHIP GENERALLY**

A Member who owns a Unit in Sunset Walk Hotel Condominium subject to a Rental Agreement is not permitted to resign the Membership, except in connection with the sale or transfer of the Unit.

## **TRANSFER UPON SALE OF UNIT**

A Member who resigns from the Club upon the sale or transfer of his or her Unit in Sunset Walk which is subject to a Rental Agreement must arrange for the Club to reissue his or her Membership to the transferee of the Unit. The subsequent purchaser desiring the resigned Membership will be required to submit a Membership Agreement and will be required to pay the joining fee which is then in effect. The transferee must acquire the Membership on or before the assignment of the Rental Agreement for such Unit.

## **TRANSFER TO NEW SUNSET WALK UNIT**

If a Member sells his or her Unit within Sunset Walk which is subject to a Rental Agreement, and purchases another Unit within Sunset Walk, he or she may continue that Membership without being required to resign the Membership and acquire a new Membership for the purchased Unit provided the Rental Agreement is modified to subject it to the new Unit.

## **SALE OF SUNSET WALK UNIT WITHOUT ACQUIRING OTHER UNIT**

If a Member, who owns a Unit in Sunset Walk subject to a Rental Agreement, sells his or her Unit, does not resign from the Club and does not acquire another Unit in Sunset Walk, the Club shall recall the Membership. If the Membership is recalled, the Member will not be entitled to a refund of the joining fee paid to join the Club.

## **TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER**

Upon the death of a Sunset Walk Owner Member, the Membership will automatically transfer to the spouse, if any, provided the spouse owns the Unit, without payment of any additional joining fee. If there is no spouse or the spouse does not own the Unit, the Membership will be deemed resigned upon the transfer of the Unit to the subsequent owner, and, as provided in the Rental Agreement, the Membership will be transferred through the Club to the subsequent owner as if the Unit had been sold by the Member.

## **LEGAL SEPARATION OR DIVORCE**

In the event of the divorce or separation of spouses having Membership privileges, the Sunset Walk Owner Membership, including all of its rights and benefits, will vest in the spouse awarded the Unit by an agreement of separation or a decree of divorce. Until the award of the Unit and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy Membership privileges so long as such amounts are timely paid. The Club reserves the right not to transfer the Membership to either spouse if the Club is unable to determine the person who is lawfully entitled to receive the Membership.

## **DUES AND CHARGES**

### **DUES, FEES AND CHARGES**

A Sunset Walk Owner Member shall be obligated to continue to pay dues, fees and other charges associated with the Membership until the Member's property is sold or transferred. The Club will determine the amount of dues, fees and charges to be payable by Members each year. Dues shall be payable on a monthly basis on or before the first day of each month, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Facilities are indicated on the Schedule of Dues, Fees and Charges. The amount of dues, fees and other charges is subject to change from time to time by the Club.

Payment of dues by Members is a continuing obligation of Membership which is not suspended due to the closure of any or all of the Facilities which result from acts of God, natural disasters, pestilence, pandemic, weather, fires, requirements imposed by governmental authorities and any events beyond the reasonable control of the Club. However, if Company ceases operations of the Club or discontinues use of substantially all of the Facilities on a long term basis for reasons other than for maintenance, replacement or repairs or reconstruction after casualty or partial government taking, the Sunset Walk Owner Members' obligation to continue to pay dues will be suspended during any such period of Club operations cessation or Facilities use discontinuation, but shall be reinstated at such time as Club Owner commences Club operations and Facilities use again.

Members must provide proof of payment of dues, fees, and other charges which are due with respect to their Units upon request by the Club. If a Member fails to pay any dues, fees and other charges, the Club may suspend the Member's privileges for non-payment and may take such other remedies including but not limited to, placing a lien on the Member's Sunset Walk Unit, as set forth in the Rental Agreement. Said lien shall be effective only from and after the time of the recordation amongst the public records of Osceola County, Florida and may be foreclosed by an action in the name of the Company (as defined above), or its assignee, in like manner as a foreclosure of a mortgage on real property. The priorities of liens for any Member shall be with respect to amounts due to: 1) Hotel Parcel Owner; 2) condominium association; 3) Sunset Walk Club; and 4) Rental Manager (when applicable), in that order.

### **NO ASSESSMENTS AGAINST MEMBERS**

Members will only pay Membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Facilities. The Company will pay all operating deficits incurred in the operation of the Facilities and will retain all operating revenues resulting from operation of the Facilities. Annual increases in dues shall not be deemed an assessment for purposes of this provision. The Club operating budget and the calculation of the dues may include a reserve for capital

replacements and improvements and this shall not be deemed an assessment for purposes of this provision.

#### **MEMBERSHIP YEAR**

The Club's Membership year will constitute the 12-month period commencing January 1 and ending December 31, unless otherwise established by the Club from time to time.

#### **ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS**

##### **MEMBERS' ACKNOWLEDGMENT**

Membership in the Club permits the Member to use the Facilities in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club is not an investment in the Company or the Facilities and does not give a Member a vested or prescriptive right or easement to use the Facilities. Membership in the Club does not provide a Member with an equity or ownership interest or any other property interest in the Company or the Facilities. A Member only acquires a revocable license to use the Facilities in accordance with the terms and conditions of this Membership Plan and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement. All rights and privileges of Members under this Membership Plan, the Rules and Regulations and the Membership Agreement, are subordinate to the lien of any mortgage encumbering the Facilities from time to time. The Company shall cause any mortgage lender to agree to recognize the rights and privileges of Members set forth in this Membership Plan, as amended from time to time, in the event of default under the mortgage and a foreclosure.

The Club reserves the right to terminate or modify this Membership Plan and Rules and Regulations, to sell, lease, renovate or remodel or otherwise dispose of the Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type, category or class of Membership, to discontinue operation of any or all of the Facilities, to convert the Club into a Member-owned club and to make any other changes in the terms and conditions of Membership or in the Facilities available for use by Members. If the Club terminates this Membership Plan, Sunset Walk Owner Members' obligation to continue paying dues shall cease. In any such event, the Company shall not be required to refund any joining fees.

Where this Membership Plan refers to the Club taking action or having certain rights, the Company or its designees shall take such action and have such rights. Where this Membership Plan gives the Company or Club the right to make a determination or take action, such determination or action may be done in the Company's sole and absolute discretion.

##### **NO PLEDGE OF MEMBERSHIPS**

A Member may not pledge or hypothecate the Membership except to the extent the lien or security interest is incurred as a result of obtaining the Membership privileges.

## **MEMBERSHIP AGREEMENT**

### **ADMISSION PROCEDURE**

Each person who is to become a Member must (i) mail or deliver to the Membership Director a fully completed and signed Membership Agreement and Rental Agreement, along with a check for the required joining fee, or (ii) mail or deliver to the Membership Director a fully completed and signed Sunset Walk Purchased Membership Agreement along with a check for the required annual fee. Owners of Sunset Walk Units are not subject to application and approval by the Club, unless otherwise determined by the Company.

### **RIGHTS GOVERNED BY MEMBERSHIP PLAN**

The Members of the Club agree to be bound by the terms and conditions of this Membership Plan and the Rules and Regulations of the Club, as amended from time to time, and irrevocably agree to fully substitute the Membership privileges acquired pursuant to this Membership Plan and Rules and Regulations for any present or prior rights in or use of the Facilities.

## **OTHER MEMBERSHIPS AND USE PRIVILEGES**

### **TEMPORARY USE PRIVILEGES**

The Club reserves the right to offer Memberships or use privileges on a daily or other short term basis on such terms and conditions determined by the Club, but shall refrain from issuing these Memberships or use privileges during peak use periods, at the Club's sole discretion. These Memberships and use privileges will be in addition to other Memberships.

### **PRIVATE UNIT CLUB MEMBERSHIPS**

The Club reserves the right, in its sole discretion, to issue a "Private Unit Club Membership" (i.e. a fractional Membership) in the future in the event that timeshare or fractional interests are sold in the Community. Private Unit Club Members will generally have the same privileges as afforded the corresponding category of regular Membership while in residence at the Club.

### **HONORARY MEMBERSHIPS**

The Club may issue up to 25 Honorary Memberships in the Club to such persons as the Club determines appropriate from time to time. These Honorary Memberships will be in addition to all other Memberships and will be available on such terms and conditions and afford such privileges as the Club determines.

## **RECIPROCAL AND ACCESS PRIVILEGES**

The Club may at any time enter into reciprocal use privileges and access agreements with other clubs and resorts, as the Club determines appropriate from time to time.

## **RENTAL GUESTS**

The Club will allow short term rental guests of the approved rental management companies to use the Facilities when staying in Sunset Walk Hotel Condominium, on such terms and conditions as the Club shall determine. Rental guests shall be obligated to pay applicable Amenity Access Fees and other fees and charges for use of the Facilities as established by the Club from time to time.

## **PROMOTIONAL USE**

The Club will have the right to designate other persons who will not count toward any Membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Company and its affiliates and their guests to use the Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club will also have the right to permit prospective Members and purchasers of Units in Sunset Walk to use the Facilities on such terms and conditions as may be determined from time to time by the Club. The Club reserves the right at any time to restrict or to otherwise reserve in advance the Facilities for maintenance, outings and other special events from time to time.

## **CLUB OPERATIONS**

### **MANAGEMENT AND OPERATION**

The Company owns the Facilities and will manage and operate the Facilities. As a result, the Company is solely responsible for the government and administration of the Facilities and the Club and will have the exclusive authority to accept Members, set dues and charges, establish rules and regulations and control the management and affairs of the Facilities and the Club. The Club reserves the right to engage a professional management company to operate the Facilities

### **BOARD OF GOVERNORS**


The Club may establish an advisory Board of Governors comprised of Members whose purpose includes fostering good relations between the Members and management of the Club, providing the Club with input on programs, plans and activities of the Club, and advising on the Club's policies and rules and regulations. The Company shall appoint the Members of the Board of Governors for such terms as determined by the Company, and may remove any Member of the Board of Governors at any time. The management of the Club will meet with the Board of Governors on a periodic basis to discuss the operation of the Facilities. The Board of Governors shall have no duty or power to negotiate or otherwise act on behalf of the Club, its management or the Members of the




Club, and shall serve only in an advisory capacity. The management of the Club will have the final authority on all matters concerning the Facilities and the Members of the Club.

**SUNSET WALK CLUB DISCLAIMER**

SUNSET WALK CLUB IS WHOLLY UNRELATED TO ANY LICENSOR OR FRANCHISOR OF THE SUNSET WALK HOTEL CONDOMINIUM. ANY LICENSOR OR FRANCHISOR OF THE SUNSET WALK HOTEL CONDOMINIUM, THEIR SUBSIDIARIES, AFFILIATES, OR ASSIGNS, DO NOT OWN, OPERATE, OR MANAGE THE SUNSET WALK CLUB OR ANY OF THE FACILITIES LOCATED UPON SUNSET WALK CLUB PROPERTY. ACCESS TO THE FOLLOWING FACILITIES ARE PROVIDED THROUGH TERMS OF THE MEMBERSHIP AGREEMENT WITH SUNSET WALK CLUB OWNER, THESE FACILITIES ARE NOT WITHIN OR PART OF THE HOTEL OR RESIDENTIAL CONDOMINIUM: SWIMMING POOLS, BEACH AREA, CABANAS, CHAISE LOUNGES, BAR/GRILL, ENTERTAINMENT STAGE, GRAND LAWN, EVENT TENT.

  
**Member Initials**

  
**Member Initials**