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THE ABC'S OF VACATION OWNERSHIP

Your guide to help you make full use of your Vacation Ownership at
La Cabana Beach & Racquet Club

Glossary

The following describes the meaning, definition and or intention of certain names and or terminologies used in this "ABC's":

"Owner" means a person or entity that is admitted as a member of the Cooperative Association and has an occupancy right of a particular unit for a term of a week or more in accordance with the Articles of Incorporation and the rules and regulations of the Resort.

"Management" means any person or entity that is engaged to manage the operation and maintenance of the Resort.

"Timeshare Unit" means an interval ownership in a unit in the timeshare resort subject to an occupancy right.

"La Cabana BRC Timeshare Calendar" is a calendar of weeks that stipulates the dates of arrival for each week (interval) in every specific year and for each check-in day or pattern. Each unit is divided into 51, 52 or 53 use periods.

"Maintenance Week" is the specific week that is not sold and is designated for general maintenance and deep cleaning of the unit.

"Resort Established Rate" is the rate per night charged for a unit excluding discounts or offers.

"Timeshare Tax" is the occupancy/lodging tax that is levied on timeshare owners/users by the Aruban Government.

"Energy Surcharge" is the charge for the use of electricity and water per unit per night that is not covered in the yearly budget or maintenance fees.

"Confirmation" means a written acknowledgement provided by the Owners' Reservations Department that accommodations are reserved for occupancy for the dates and rates specified on the document.

"Lock-off Units" means rooms that are connected with another room by means of a door or doors that enables a change of a unit type.

"Incidentals" charges posted on the room bill incurred during a stay such as telephone calls, food and beverage consumption, incidentals, surcharges, taxes etc.

"Maintenance Fee" is the annual assessment or dues of each member for his or her share of the estimated expenses of the Association for a fiscal year.

"Share Certificate" is a document issued by the Membership department to the owner as evidence of his or her membership.

"Interval International" is the official exchange company that the Resort is affiliated with to provide and operate a vacation exchange service to facilitate the exchange of accommodations between their affiliated members and other timeshare participating resorts in their network. The name is abbreviated as I.I.

"Space Banking" means depositing or releasing your unit/week for a specific year to the exchange company for later use.

Address Change:

It is imperative that you notify the Members Relations Department of any changes in your contact information, such as your mailing address, telephone number or e-mail address.

We have included an Address Change form for your perusal. See page 13.

ROOM ASSIGNMENT

When purchasing your timeshare unit, said unit and week(s) are yours in perpetuity based on the conditions as set forth in the Articles of Incorporation and will be automatically reserved for you every year. If in doubt, you can always contact the Owners' Reservations Department at owners@lacabanabrc.com and request a confirmation. This way both parties are being ensured to have the correct information on your arrival plans. It is recommended for owners with multiple unit/weeks to reconfirm with the Owners' Reservations Department to modify reservations accordingly and facilitate pre-coding of the room keys upon arrival.

CHECK-IN PATTERN

Each unit at La Cabana Beach & Racquet Club has a fixed check-in pattern. La Cabana BRC has four (4) check-in patterns: Thursday, Friday, Saturday and Sunday. For this reason, La Cabana BRC has its own unique Timeshare Calendar that may not coincide with any other calendar. The specific unit number stipulates the check-in day of the unit you have purchased or acquired. Your regular week is constituent to the La Cabana BRC Timeshare Calendar, bearing in mind that every year your week could start on a different date. The Resort is not responsible for owners arriving in a wrong week. It is recommended that you have your La Cabana BRC Timeshare Calendar at all times to ensure the correct dates of your interval. Other Resorts and or private business calendars may have different week numbers that may not coincide with your specific interval week at La Cabana BRC. If your weeks do not match arrival dates of your week at another Resort, or with another week at La Cabana BRC with a different check-in pattern, you will need to rent additional nights prior to your week or extend your stay at La Cabana BRC to coordinate with your other Resort. Rentals are according to availability. Fax, e-mail or call the Owners Reservations Department to make arrangements well in advance. For additional nights, owners qualify for an owner's discount rate. Discounts are subject to change without prior notice. If rental is not an option you may need to try to exchange your week(s) for different dates with the exchange company.

CONFIRMATIONS

As long as you are using your owned unit/week, there is no need to confirm your arrival at La Cabana BRC. However, if in doubt, you can contact the Owners Reservations Department at owners@lacabanabrc.com and request a confirmation to avoid arriving on a wrong date. Confirmations are not sent out automatically for owned weeks, however, upon request, these can be sent your way. Exchanged weeks or additional room nights rental do not have a guaranteed room number even if printed on your reservation confirmation. Your final room number may change due to the timeshare structure of the Resort.

TAXES

Upon usage of your timeshare week, you will be charged the applicable Government timeshare tax per night as stipulated by the Government. Effective August 1, 2001 the timeshare tax was based on room category. The timeshare tax is subject to change without

prior notice by the Aruban Government. The amount charged will be based on the current stipulated rates (percentage). Please remember that La Cabana BRC is only acting as a "tax collector" on behalf of the Government.

ADDITIONAL CHARGES

The Resort can establish additional charges if not covered by the budgeted operational costs. This could be for example an energy surcharge per night per unit type.

SECURITY DEPOSIT

Upon check-in at the Resort, you are required to leave a security deposit either by credit card or cash. The amount of the security deposit is subject to the estimated cost of the timeshare taxes per night, incidental charges such as telephone access and food & beverage charges. The security deposit serves also as a guarantee for any charges incurred due to damages in the unit. The applicable amount is stipulated at check-in based on the length of your stay. The amount of the security deposit will be charged to your credit card and upon check-out you will be refunded the balance not used to your credit card. If during your stay you exceed the amount of the security deposit, you will be requested to leave an additional deposit.

ARRIVING IN THE WRONG WEEK(S)

La Cabana BRC cannot be held responsible for owners arriving on a wrong date. It is the owner's responsibility to verify the arrival date of their specific week. If for whatever reason the owner arrives on a wrong date, La Cabana BRC can only offer the applicable owner's discounted rate. This is subject to availability. The possibility of switching the week is not possible. The La Cabana BRC Timeshare Calendar is your tool to plan your arrival every year. The Calendar is also available on the La Cabana BRC website: www.lacabanabrc.com

ADDITIONAL NIGHTS

To rent additional nights or to extend your stay, members are offered an owners' discounted rate plus the applicable percentage of service charge and taxes. The service charge and taxes are subject to change without prior notice. Additional nights are based on availability and there is a likelihood that you may be required to move or occupy a different unit for the extra nights due to the timeshare structure and schedule of the Resort. Fax, e-mail or phone the Owners' Reservations Department to make these arrangements well in advance at fax # +(297)587-1483, e-mail at owners@lacabanabrc.com or phone at +(297)520-1127/520-1128/520-1183. Written confirmations may be sent upon request.

GUEST OF OWNERS

In order for an owner to let a guest utilize his/her unit/week, the following is required:

1. A written owner's authorization sent to the Owners' Reservations Department no less than 48 hours prior to the first day of occupancy. The authorization can be sent by mail, fax or e-mail.

2. The name(s), address, telephone, fax or e-mail of the guest(s) that will occupy the unit/week.
3. The operational (maintenance) fee or any financial obligations for the unit/week in question has to be paid in order to get a confirmation. If the amount of the operational (maintenance fee) has not been set as yet due to this being for the following year, the equivalent of the current year's operational (maintenance) fee has to be paid in advance in order to get a confirmation for the guest of owner.
4. There is a fee to issue a guest authorization. Please refer to our website for the current fee.

Conditions:

1. Owners' Reservations Department needs to verify if the owner is authorized to allow usage of the unit/week before the owner can obtain a confirmation.
2. The corresponding operational (maintenance) fee, Special Assessments and/or any other financial obligations need to be up to date including any applicable late charges prior to guest' arrival.
3. A confirmation will not be given out if the conditions and requirements stipulated are not met with and the guest(s) will not be permitted to use the unit/week.
4. The owner is responsible to inform his/her guest(s) of any applicable timeshare taxes and or energy surcharges that will be charged during their stay as well as the maximum occupancy allowed per unit.
5. Guests of owners are required to leave a credit card upon check-in for incidental charges and also as a guarantee for any charges incurred due to damages in the unit.
6. The owner is ultimately responsible for damages done by his/her guests if the charge cannot be obtained from his/her guests due to non-payment.
7. Guest of owners must be 21 years and up.
8. Guest(s) of owners are not allowed to authorize third parties to make use of the unit/week nor can this be rented out, deposited for exchange or any other negotiations. Only the owner of the unit/week can authorize other use of the unit/week.

WEEK 53

An anomaly of the La Cabana BRC Timeshare Calendar creates a week 53 at the end of so many years depending on the specific check-in pattern. Please refer to the La Cabana's Timeshare Calendar for the applicable dates. **Only** the owners that purchased week 52 have the option to use week 53 when applicable, by paying the current operational (maintenance) fee for this extra week. To be entitled to this week you must notify the Owners Reservations Department in writing no later than April 30th of that particular year that you wish to make use of week 53. The operational (maintenance) fee for this week has to be received by La Cabana BRC before this date also. If you have not complied with this April 30th deadline, you are not entitled to this extra week 53 nor can you claim any rights to this for that specific year. Week 53 can only be used at La

Cabana BRC and cannot be deposited with Interval International. If you opt to make use of this week, it is either use or lose. Owners can send a guest to use the week, subject to conditions set forth in this "ABC's", see under "Guest of Owners".

CHECK-IN AND CHECK-OUT TIME

Check-in time is 4:00 p.m. and check-out time is 12:00 noon. Upon check-in, your Owner's ID card needs to be presented, a valid picture ID (e.g. passport or driver's license) and a credit card.

It is mandatory to vacate your unit at 12:00 noon or earlier if possible. Housekeeping will need to prepare the unit for the next owner. By not vacating the room by 12:00 noon you will be subject to an irreversible US\$ 300.00 charge to your bill and Management reserves the right to remove your belongings from the room at your own risk. Upon registration you are signing the registration card that you are aware and agree with this policy. Upon check-out you may use our Express Check-out feature to avoid delays at departure. To make use of this option, you must sign your credit card voucher upon check-in and leave us a valid e-mail address. The night before your departure, you will receive an envelope with a copy of your bill in your room detailing the charges effective through that afternoon. Any charges incurred thereafter, such as the last night's government tax and energy surcharge or any other incidentals, will be reflected on the day of departure. To complete the process, sign and enclose the bill together with all your room keys and the safety deposit box key in the attached envelope and drop this off on your way out in the Express Check-out box located by the bell stand. A copy of your bill will be e-mailed to you. You need to ensure that we have your correct e-mail address on the bill.

ROOM CHANGE PROCEDURE

For owners/guests who are already in-house and need to change to a different unit, the check-out time remains at 12:00 noon and the check-in is at 4:00 p.m. There is a storage room next to the Bell stand where you can store your belongings until the unit is ready to be occupied.

NON-SMOKING POLICY

It is prohibited to smoke in the units as well as enclosed public areas with the exception of the Bar. Smoking is allowed only on the patio of the unit or in the balcony. Failure to comply with this policy will result in an irreversible penalty of US\$ 300.00 being charged to your room bill. The penalty amount is subject to change without prior notice. For the current amount please refer to the list of fees on our website.

**OPTIONS FOR USING YOUR TIMESHARE WEEK:
OCCUPY – EXCHANGE – RENTAL**

OCCUPY

Check your La Cabana BRC arrival date calendar. Advise the Owners' Reservations Department in writing if anyone other than yourself will be using your week. Please refer to "GUEST OF OWNERS" section in this "ABC's". If you do not occupy your unit and do not make arrangements in advance for exchange or rental options, your unit will remain unoccupied and is considered as forfeited and cannot be recuperated. The operational (maintenance) fee paid for that week is non refundable.

EXCHANGE

If you have a membership with the exchange company, Interval International, you have the option to deposit your unit/week with them that can be used within a period of two (2) years for an exchange either to a different time/week or location based on their availability and terms. Please refer to the Interval International exchange directory for updated information. "Getaways" purchased from Interval International do not have a guaranteed location or unit number. Once you have a confirmation from I.I., there is no need to call La Cabana BRC for another confirmation.

The membership enrollment fee is at your own account.

If you do not have a membership with I.I. yet but wish to enroll, you may contact them at 1-800-843-8843 or 305-666-1884 and supply them with your contract information. I.I. will then verify with La Cabana BRC if this information is correct and will charge your credit card for the membership fee. You can contact I.I. for membership enrollments, deposits, exchange requests, travel arrangements, getaways and other membership benefits. Space banking or deposits refers to dealings with the exchange company. As per current Interval International's rules and regulations, regular deposits are accepted with more than 60 days notice prior to the start of your week. Deposits done with less than 60 days notice and up to 14 days prior to the start of the week, are still accepted but will be considered as late deposits. Exchange restrictions apply for late deposits when requesting an exchange. Please refer to the current rules and regulations in the exchange directory. If I.I. denies your late deposit, there is no way the Resort can change your arrival date. Weeks are fixed, not floating. You cannot deposit or exchange a week that you do not own. Please read also the conditions of "GUEST OF OWNERS".

If you opt to deposit your week with I.I., your operational (maintenance) fee as well as any outstanding financial obligation for the specific week and year has to be paid in advance. If the operational (maintenance) fee for the specific year is not set as yet, the equivalent of the current year needs to be paid in order to be eligible for deposit or exchange. You will be billed in due time for the difference, if any. I.I. will verify

with the Maintenance Fee Department if the operational (maintenance) fee is paid. If your account is not up to date, your deposit will automatically be cancelled and consequently your week will not be eligible for exchange. When your deposited week has been cancelled, you are required to re-deposit once the fees have been paid. I.I. will then again verify with your home Resort before you are confirmed. Failure to re-deposit the week may result in losing the week. The Resort is not responsible for weeks that are lost due to late payments and failure to re-deposit the weeks after payment has been made.

When depositing or banking lock-off units, you need to be specific with the agent of the exchange company on which unit you are referring to. If you own an AB, BC or ABC lock-off unit, you have the option to bank or deposit just the B-unit as a studio, the A or C unit as a one bedroom. La Cabana BRC cannot be held responsible for disputes on the type of units deposited nor for the owner accepting a unit from I.I. that he/she considers a "downgrade". Upgrading an I.I. confirmed unit at the Resort is only possible with an additional charge depending on the applicable daily room rate and availability.

RENTAL

Rental of your unit can only be done privately. You can post your unit up for rent on our bulletin board in the Members' Lounge or on our website: www.lacabanabrc.com or you can contact a resale company to assist you with the rental of your unit/week. Once you have a renter you should notify our Owners' Reservations Department in writing by filling out a "GUEST AUTHORIZATION FORM" and submitting it to them at least 2 days prior to the start of the owned week. You may request a written confirmation for your guest. There is a charge for the Guest Authorization. For the current amount, please refer to our fees' list on our website.

OPERATIONAL (MAINTENANCE) FEES AND DUE DATE

The operational (maintenance) fee due date is December 15 of the year prior to usage. However, this becomes immediately due after being approved in the Annual General Meeting in the event the owner decides to sell, rent out or exchange his/her timeshare. The operational (maintenance) fees are the operating costs of the Resort and must be paid annually regardless of the fact that you are not using or have not used your week. The budget that stipulates the operational (maintenance) fee amounts are voted on by the membership during the Annual General Meeting (AGM). This meeting takes place in the month of September or October of each year (unless differently scheduled by the Board). Once the Operational (Maintenance) Fees are set, the bills are mailed out around October of each year and are due by December 15th of the year prior to usage, unless the owner decides to sell, rent or exchange his/her timeshare in which case it becomes due immediately. If payment is received after the due date, a

twenty-five percent (25%) late charge will be applied with a minimum charge of

US\$ 25.00. If for whatever reason you have not received your operational (maintenance) fee bill by the end of November, please refer to either the last issued owner's newsletter or the Happenings. You can also send an e-mail to fees@lacabanabrc.com to request the amount or visit the La Cabana BRC website at www.lacabanabrc.com for the applicable amounts and the address where to send your payment. La Cabana BRC cannot be held responsible for lost or undeliverable mail. It is the owner's responsibility to meet their financial obligations on time. You can also visit our website to make your payment online. Please make sure you have your correct owner ID number and your contract number.

When paying your maintenance fees online (owner's website) please print the confirmation as your receipt.

If you are not able to make use of your week, you are advised to make arrangements in advance for exchange or rental options in order not to lose your week. By not paying the operational (maintenance) fee you are not allowed to use, exchange or rent out your unit. To avoid any inconvenience upon arrival or having to pay late charges, we advise you to pay your dues on time. Please refer to: "OPTIONS FOR USING YOUR TIMESHARE WEEK" on page 4 and 5.

Owners who purchased prior to September 26th 1995 with a contract number under the # 12287 were granted an operational (maintenance) fee due date of 120 days (4 months) prior to the start of their week. However, this is not applicable if the owner wants to deposit his/her week with Interval International or is requesting a confirmation for a guest to use his/her unit. This grandfather agreement is subject to change by decision of the membership in a General Members Meeting. Owners who had a contract change or a change in ownership processed after September 26th, 1995 will not keep the 120 days prior payment privilege and are required to pay their operational (maintenance) fees by December 15th of the year prior to usage.

FINANCIAL OBLIGATIONS OF THE MEMBERS

If a member does not comply with his/her financial obligations on time as stipulated, he/she will not be able to make use of his/her unit/week (use, exchange, rent) and he/she shall be assessed a fine for delayed payment of twenty five percent (25%) of the amount due with a minimum charge of US\$ 25.00. The Cooperative Association will act in accordance with the Articles of Incorporation and will proceed with repossession of the unit/week(s). A registered letter is sent to the member advising him/her that the expulsion procedure has commenced and that he/she has to react within 60 days after the mailing date of the letter. If no reply is received within 60 days, the member is deemed to have forfeited his/her rights. Delinquent accounts may be sent to a Collection Agency. Member will incur additional collection fees. The membership ends then by

expulsion due to the member's failure to comply with or to fulfill with his/her financial obligations on time towards the Association and or the Management entity.

OPERATIONAL (MAINTENANCE) FEE PAYMENTS

1. Online: www.lacabanabrc.com click on FEES to make your payment. You will need to use your Owner ID number and contract number.
2. By mailing a cashier's check made out to Casa Grande Coop Association I to Casa Grande Coop Association I at P.O. Box 863088
Orlando, Florida 32886-3088
USA

Please mention your owner ID and your contract number with your payment!

Any P.O. Box address changes will be published in the Newsletter and on the La Cabana BRC website.

SPECIAL ASSESSMENT

To comply with certain unbudgeted expenses, a special assessment could be imposed on the membership. Approval takes place through votes at the Annual General Members Meeting or an Extraordinary Meeting called for by the Board.

JOINT MEMBERSHIP

Each co-owner of a membership is jointly and severally liable for the payment of all operational (maintenance) fees or assessments levied with respect to the membership.

"IN TRUST FOR" MEMBERSHIP

If the membership is placed in the name of a "Trust", a copy of this "Trust" must be presented with the authorized signatures.

TRANSFER OF OWNERSHIP

When an owner wants to transfer his/her unit to another person permanently, being through re-sale or as a gift, the original sales contract has to be paid off in full and the account current, which means operational (maintenance) fee and/or Renovation Fee. The operational (maintenance) fees become immediately due after being approved in the Annual General Meeting in the event the owner decides to sell his/her timeshare. Owners must declare that they are fully authorized and that they are not limited to transfer their ownership and that they keep their Cooperative Association and its management harmless from and against any and all liabilities, cost, obligations, claims and demands imposed upon these entities if he/she is not the rightful owner or do not have full power to transfer the ownership at the moment of transfer (i.e. a lien or unpaid balance on financed purchase). The current transfer of ownership fee is **US\$ 150.00** for each new share certificate to be issued and or transaction to be processed. The fee is subject to change without prior notice. For the current amount, please refer to the fees' list on our website. Only major credit cards, official bank checks or cash payment are

accepted for the transfer fee. Money orders are not accepted due to the Island's banking restrictions or regulations. Payments received by personal checks or company checks are not accepted, either. All forms needed for Transfer of Ownership are available on property and can also be downloaded from our website: www.lacabanabrc.com Ownership Changes.

The Transfer of Ownership form is a legal document and should be filled out with ink, not with a pencil and no corrections should be made on the form. If an error was made, please fill out a new form. To minimize your chances of making an error on the form, please read it first carefully.

The Transfer of Ownership form is the official document stipulating the ownership information of the buyer and seller and is considered as a contract or agreement. The share certificate is issued based on the information supplied on the Transfer of Ownership form. Therefore we ask you to fill out the form as legible as possible. Any required changes after the certificate has been issued are subject to the applicable "change in ownership" charge.

In order for La Cabana BRC to complete the transfer of ownership the following is needed:

1. Original Transfer of Ownership form duly signed and individually notarized by all current owners (sellers) and new owners (buyers). The Notary Public cannot be a relative of the person signing the transfer of ownership form and cannot have the same last name.
2. The original share certificate and membership cards need to be returned to us.
3. A copy of the payoff letter if the original contract was financed.
4. Transfer Fee payment of US\$ 150.00 per new share certificate to be issued. (e.g. if you own AB unit and you are selling only the B unit, the transfer fee will be 2 x US\$ 150.00 = US\$ 300.00 and so on) Transfer Fee can only be paid by official bank check (cashier's check), credit card or cash (this last option only if you are on property). Money Orders, Personal checks or Company checks are NOT accepted. Please refer to our website for the list of updated fees.
5. Operational (maintenance) fee and any other fees need to be up to date / paid in full.
6. Verification of membership form, signed and notarized by the new owner (buyer). This is to minimize any possibility of misunderstanding as to what the new owner is acquiring and what might have been said to him/her, which influenced the decision to purchase.

Once all of the requirements are met, the Transfer of Ownership is processed within a time frame of approximately two (2) weeks and the information of the new owner(s) will then appear in the Resort computer system. A Transfer of Ownership confirmation will then be

e-mailed, faxed or mailed to the new owner with the new contract number and other valuable information.

Share Certificates are issued only once and take about two months to be ready. Once ready, it will be mailed to the new owner(s) by registered mail. Owners have the option to pick up their Share Certificate(s) at the Resort during their next stay instead of having it mailed out to them. Undeliverable Share Certificates will be kept on file and can be picked up during next stay. There is a charge of US\$ 35.00 to re-send the share certificate to the owner, which can be paid by credit card or cashier's check payable to Casa Grande Coop Association I.

If the timeshare is purchased under a Company or Corporate name, it is a requirement that the name(s) and signature(s) of the official representative(s) of the Company is (are) registered at time of purchase. The representative(s) is (are) Co-owner(s) of the timeshare. In case of Transfer of Ownership of the timeshare, the signature(s) of the original representative(s) is (are) required on the Transfer of Ownership documents.

Owners who purchased prior to September 26th, 1995 with a contract number under the # 12287 were granted a operational (maintenance) fee due date of 120 days (4 months) prior to the start of their week. Owners who had a contract change or a change in ownership processed after September 26th, 1995 are required to pay their operational (maintenance) fees by December 15th. By signing a transfer of ownership or change in ownership form all parties involved agree with the due date of the yearly operational (maintenance) fee, which is December 15th, regardless of the original purchase date. All changes in ownership after September 26th, 1995 have a contract number greater than the number 12286.

NAME ADDITION OR DELETION

When adding or deleting names to or from the ownership due to marriage, divorce, death etc., there is a US\$ 150.00 charge to issue a new share certificate. Amount is subject to change without prior notice. Please refer to our website for the updated list of fees. A Change in Ownership form has to be filled out and the requirements met in order to process this request. In case of death of a member, the membership of the deceased together with all the rights and obligations attached, pass on to his/her legal heirs. Legal proof of inheritance together with death certificate needs to be presented for obtainment of the membership. Detailed requirements are stipulated in article 11 of the Articles of Incorporation.

Owners can name beneficiaries by filling out a Beneficiary Form, sign it and have it notarized and mail the original to us to keep it in their file. The Beneficiary Form is available on property or on our website: www.lacabanabrc.com

In case of marriage or divorce, the relevant certificates need to be supplied including the required notarized signatures for the respective changes. Ownership Changes are processed by the Membership Services Department. Forms are available on property and can also be downloaded from our website.

BENEFICIARY FORM

It is recommended that each individual owner fill out a Beneficiary Form to list their primary and secondary beneficiaries. To validate the beneficiary form the signatures have to be notarized. If you have multiple contracts, but same beneficiaries, you can list all your contracts on one form. In the event that there is a change of beneficiary, a new form needs to be filled out and the previous form is automatically voided. The Beneficiary Form is voided if the owner has a will made out after the date that the Beneficiary Form was filled out.

STOLEN OR LOST SHARE CERTIFICATES

Share Certificates are issued only once. In case the member loses his/her share certificate, Management can supply a copy of the original certificate that is kept on file. A "Request for Copies" form needs to be filled out and the respective fee paid.

A member can also request a duplicate to be issued at a charge of US\$ 200.00 per duplicate to be issued. In case a member cannot present the original share certificate for a Change in Ownership or Transfer of Ownership because of theft, loss or destruction, he/she needs to complete, sign and notarize an "Affidavit of Lost Share Certificate" and supply us with the original notarized form and a US\$ 50.00 payment. The Affidavit of Lost Share Certificate will allow us to process the Change in Ownership or Transfer of Ownership without the actual share certificate. Affidavit forms are available on property and can also be downloaded from the website. All charges are subject to change without prior notice. Please refer to the list of updated fees on our website.

INDEPENDENT RESALE COMPANIES

Owners can sell or buy unit/weeks through private resale companies. La Cabana BRC does not get involved with the negotiations, agreements or arrangements made between owners and third parties nor is La Cabana BRC responsible for any outcome not to the satisfaction of the owner with the negotiation of his/her unit/week(s). When buying or selling through private resale companies, the same rules and regulations for Transfer of Ownership apply.

OWNERS' PRIVACY

The membership information is confidential and the Management will not supply personal information of members to other members or third parties unless the member signs a management disclosure letter authorizing the release of their information. Disclosure letters are available at the Membership Department and on our website.

AUTHORITY

A member does not have any authority to act for the Cooperative Association nor the Resort by virtue of being an owner or member.

LIABILITY

The Cooperative Association and its Management or the Resort are not liable towards any members for entitlement of compensation for claims of discomfort or inconvenience due to repair or renovation of certain Resort facilities during their stay.

UNIT SLEEPING CAPACITY

The existing bedding must be used in your unit(s):

- ☆ **A,C,F**-units (1 Bedroom):
1 King Bed & 1 Sofa Bed.
Sleeping Capacity: 4 people and exchanges for 4.
- ☆ **B**-unit (Studio):
1 Queen Bed & 1 Sofa Bed.
Sleeping Capacity: 4 people but exchanges for 2 only!
- ☆ **D**-unit (1 Bedroom Deluxe):
1 King Bed, 1 Murphy Bed & 1 Sofa Bed.
Sleeping capacity: 6 people but exchanges for 4 only.
- ☆ **D**-unit 4th Floor Ocean Front(1 Bedroom Deluxe):
1 King Bed & 1 Sofa Bed.
Sleeping capacity: 4 people and exchanges for 4.
- ☆ **E**-unit (2 Bedroom Ocean Front):
1 King Bed, 2 Twin Beds & 1 Sofa Bed.
Sleeping capacity: 6 people and exchanges for 6.

If you require additional bedding (**not to exceed the above sleeping capacity**) you may request the following (subject to availability):

Roll-away Bed: US\$ 10.00 per night.

Baby crib: US\$ 5.00 per night.

Please note that roll-away beds will not fit in the renovated One Bedroom Units!

AMENITIES

Besides bedding, furniture and appliances your unit is fully equipped with a complete kitchen inventory (kitchen appliances, dishes, kitchen utensils, pots and pans, kitchen towel, potholder etc.) bath & face towels, washcloths, bathroom floor towel and several room décor. Upon arrival in the unit you need to revise the existing inventory. Please refer to the inventory list inside the kitchen cabinet. Any missing items at that point must be reported to the Housekeeping Department immediately and they will replenish the missing item. If you do not report any missing or broken items within 24 hours of your arrival, you will be charged for that item. Upon check-out, the Housekeeping Department will revise the room inventory. If items are missing or broken, you will be charged for these. The Resort does not provide dishwashing liquids, sponges, paper towels, salt and pepper, coffee filters or coffee. These items can be purchased in the convenience store (Cabanita Mini Market) in the shopping arcade next to the Lobby.

MAINTENANCE WEEKS

Each unit has a specific week in the year that is not sold to owners. This week is designated for general maintenance and deep cleaning of that unit.

MEMBERSHIP IDENTIFICATION CARDS

Membership ID cards must be carried at all times while on the Resort grounds and must be shown upon request. The picture ID cards are personal and are non-transferable (may not be used by anyone other than the holder). There is a US\$ 10.00 charge to replace a lost card. This charge is subject to change without prior

notice. Your membership ID card can be used to receive any applicable owner's discounts but cannot be used for charges to the room bill.

Your personal guests that are not staying at the Resort are not allowed to make use of the facilities (Pool, Health Club, Tennis Courts etc.) Only registered guests whose names were given upon check-in can make use of the Resort facilities, granted they have a valid guest ID card issued at check-in and a valid Resort Access Wristband. Management reserves the right to request non-members to leave the property. Picture ID cards are issued only to owners and co-owners, who are 18 years or older and that are listed on the contract, up to the maximum established amount of cards per unit type listed below:

Studio (B): Two (2) ID cards

One Bedroom (A, C, F, D): Four (4) ID cards

Two Bedrooms (AB, BC, E): Six (6) ID cards

Three Bedrooms (ABC): Ten (10) ID cards

Membership cards have a validation of two (2) years after date of issuance. After the first two years, La Cabana BRC provides a sticker to put on the card to make it valid for another year if your operational (maintenance) fee is up to date. This membership card is issued only once. If you have multiple contracts, you only need one Membership ID card. There is no need to have a card for each contract or unit/week.

OWNERS DISCOUNTS

La Cabana BRC owners are eligible to a 10% discount off Food & Beverages at the Bars & Restaurants on property and the Cabanita Mini Market (located in the arcade next to the Lobby). Discount is subject to change at the discretion of Management. The discount excludes the service charge. The owner's ID card needs to be presented to the waiter or cashier prior to placing the order. The cashier will automatically apply the discount. The discount is not applicable during happy hours. The discount is only applicable at point of sale with your valid Membership ID card and cannot be claimed afterwards or retroactively at the front desk. The discount cannot be combined with any other promotional offer or F & B mealplans.

RESORT ACCESS WRISTBAND (R.A.W.)

Upon check-in every registered owner/guest will be required to wear a Resort Access Wristband. The R.A.W. will be issued based on the occupancy limit per room only to registered owners/guests. The R.A.W. is intended to provide better control around the property while providing you with the comfort and privacy that you deserve. The R.A.W. does not constitute proof of membership or charging privileges. The purpose of the wristbands is to streamline guest security and make it easier for our associates to identify who really is entitled to be on-property and use our facilities such as the Health Club, swimming pool, Jacuzzis, lounge chairs and barbecue grills as well as participate in certain activities. Beach & Racquet Club owners who want to use the resort's facilities even though they are not staying at the property will need to submit an advance request to the membership department so that a wristband can be reserved

for them for the day they will be using the facilities. Wristband colors will be changed regularly to avoid misuse or if someone tries to bypass the system.

GUEST IDENTIFICATION CARDS

Upon check-in you are issued a guest ID card for the length of your stay that can be used to charge incidentals to your room bill and to request beach towels. This Resort ID card must be presented at any of the Resort's food & beverage outlets or services that allow incidental charges to your room bill. Your Membership ID card can be used to receive any applicable owner's discounts but cannot be used for charges to the room bill.

HANDICAP PARKING SPACES

The Resort has six handicap parking spaces. In order for owners/guests to park in these spaces, it is required that they travel with their valid handicap permit, which must be displayed when parking in these spots. We will no longer issue "Handicap Parking Permits" on property. We need to be stringent about this out of respect for those who really need these spots and have gone through the proper channels to obtain the necessary permits.

IMPORTANT HOUSE RULES & PROCEDURES

Members and guests will be charged for damages done in the units. It is not permitted to take your room towels to the beach or pool. Pool towels are available at the towel hut on the pool deck.

It is not permitted to hang towels, bathing suits or any other clothing on the balcony's balustrade. Management reserves the right to have security remove the items if necessary.

The amount of pool towel issued is one (1) per registered (in-house) guest. There will be a charge to your account for pool towels not returned at the towel hut or any lost pool towels.

Pool towels will not be issued to non-registered Resort guests. Pool towels will not be issued to owners using their facilities out of their week.

As a member you are entitled to use your specific Resort facilities year round (namely the pool and other recreational areas) based on a "space available basis". Your membership has to be current and your annual dues up to date. You need to contact the Membership Department to request a Resort Access Wristband at least 24 hours prior to your intended use. Management reserves the right to deny use of the recreational areas to non-registered members and guests when the Resort is highly occupied.

Management and Resort security reserves the rights to request Membership ID card for verification and reserve the right to deny access to the Resort facilities if this is not available or if a valid Resort Access Wristband is not worn.

Non-registered guests may not use the Resort's B.B.Q. grills, washers and or dryers. This rule applies to all owners. The year round use of

the Resort facilities is limited to only the swimming pool and Health Club. Towels are not provided.

Use of the **Health Club** requires valid membership ID card and strict adherence to the rules of the health club in regards to proper shoes & attire. Owners not staying at La Cabana BRC, need to bring their own towels when using the Health Club and/or swimming pool. Minimum age allowed in the Health Club is 14 years under supervision of a parent. Minimum age allowed in the Health Club without parental supervision: 18 years and up.

Pets are not allowed at the Resort, with the exception of leader dogs for the visually impaired.

It is not permitted to iron on the sofa chair or on any furniture in your unit. Your unit is equipped with an iron and iron board.

For your own safety and to avoid unnecessary humidity build-up and possible mildew formation, we advise you not to turn OFF the air-conditioning thermostat. Condensation can cause the floor to become wet and very slippery.

You are encouraged to utilize the safety deposit box in your room to store any items of value, as the Resort is not responsible for valuables left in the room.

It is not permitted to surpass the room capacity with guests. You are allowed a maximum of 2 visitors to your unit between 10:00 a.m. and 6:00 p.m. Management reserves the right to request that excess guests/visitors vacate the room.

Each occupied unit must have at least one adult of 21 years or older as the responsible guest for the usage of the unit.

The noise level should be kept to a minimum after 10:00 p.m. in order not to disturb other owners and guests. Management reserves the right to evict owners and guests that do not comply with warnings due to disturbances of noise, bad behavior or not complying with the rules and regulations. No refund will be given in case of an eviction.

It is prohibited to smoke in the units as well as enclosed public areas with the exception of the Bar area. Smoking is allowed only on the patio of the unit or on the balcony. Failure to comply with this policy will result in an irreversible penalty of US\$ 300.00 being charged to your room bill. The penalty amount is subject to change without prior notice. For the current amount please refer to the list of fees on our website: www.lacabanabrc.com

Dishes and appliances need to be left clean upon check-out. A US\$ 25.00 fee will be charged if dishes or appliances are left dirty. The fee is subject to change without prior notice. Please refer to our list of fees on our website: www.lacabanabrc.com

Management reserves the right to request the Board for expulsion of members that, in their opinion, acted in a serious degree, received several warnings from Management and Security, repeatedly acted in contrary of the Articles of Incorporation, violate the rules and regulations of the Resort or repeatedly fail to comply with his/her financial obligations on time towards their Cooperative Association or the Management entity.

If the unit is left in an unacceptably dirty condition, owners and guests will be charged for extra cleaning and or damages with a minimum of US\$ 100.00. Fee is subject to change without prior notice. Please refer to our website for the updated Fees list.

It is not allowed to post any signs on the unit doors, windows or on any other place on property advertising re-sales of your timeshare unit nor other products or services.

On property advertising of re-sales of any La Cabana BRC units is only allowed in the Members Bulletin Board situated in the Members Lounge or on the re-sale board on our website. It is not allowed to post prices. Advertising other timeshare properties is strictly prohibited on property. Members or guests are not allowed to solicit or advertise on property any of their products and or services or for any third parties without written authorization of the General Manager or board of Directors.

SWIMMING POOL RULES

- Owners and guests are required to adhere to the swimming pool rules.
- There is no lifeguard on duty. Swimming is at your own risk.
- Pool facilities are for owners and registered guests only. No visitors are allowed.
- No running, horse or ball play allowed in the pool area.
- Children under 18 years of age must be accompanied and supervised by an adult.
- Swim wear must be worn.
- Children must be toilet-trained to use the pool. Babies must wear special swim diapers.
- Diving in the pool is not permitted.
- Do not leave valuables unattended at the poolside. The Resort is not responsible for loss, damage or theft of such items.
- For safety and security, glass objects are strictly prohibited in the pool or on the pool deck.
- No food is allowed in the pool.
- No floats of any kind in the pool.
- Lounge chairs are on a first come, first serve basis.
- Towel Hut is open between 8:00 a.m. – 6:00 p.m.
- Non returned towels will be charged to your account.
- Resort Identification must be used to sign out for the towels.
- Security reserves the right to remove towels and belongings that have been placed on the lounge chairs, and have not been occupied for more than 2 hours.

JACUZZI / SPA / HOT TUB RULES

- Use of the hot spa is at your own risk.
- Not all the spa bottom areas have the same level and caution should be taken.
- Before using the spa you must shower.
- Maximum capacity of the hot spa is 8 people.
- Due to health and security reasons, children under the age of 16 years are not allowed to use the spa.
- People under the influence of alcohol or drugs are not allowed to use the spa.
- Anyone with high blood pressure, diabetes, heart disease or similar conditions should not use the spa without their physicians' consent.
- No glass object or food is allowed in the spa.
- Diving in the spa is not allowed.
- Exhibiting unruly conduct is prohibited in the spa.
- Rafts are not allowed in the spa.
- Management and Security reserves the right to deny access to the spa to minors. Parents and adults overruling the Resort's security procedures will be held responsible for their actions.

MEDICAL EMERGENCIES

In case you need medical attention, you can contact the telephone operator by dialing "0" and request to be connected with the doctor on call. The security department together with the EMT staff can also be of help in case of emergencies. We have a First Aid Station on property.

STAYING IN TOUCH

LA CABANA BRC HIGHLIGHTS

La Cabana BRC Highlights is published quarterly for La Cabana BRC owners. This newsletter is one way on how your Home Resort can update you with any changes of general interest. The maintenance fee amounts are listed in various issues to facilitate you with your payment and to simplify staying in touch and taking care of business. In each issue of the newsletter you are provided with a La Cabana BRC directory in which we have listed all the phone and extension numbers, faxes, e-mail addresses and information you require for effective communication with your Home Resort.

For comments, questions and suggestions, please write to Members Relations Department. You can communicate by fax, phone, e-mail or regular mail. Please keep in mind that overseas mail can take up to four weeks, so for timely matters we suggest you correspond by fax or e-mail to be sure that your message can reach us quickly and inexpensively. Our response standard is within 48 hours for faxes and 24 hours for e-mail excluding weekends and holidays. Malfunction of phone system and Internet access beyond our control may delay communication. Due to heavy traffic of e-mail or Internet communication it is not a guarantee that an owner's message has been received by La Cabana BRC or vice versa. Verification of receipt is sometimes necessary. Please refer to your contract or membership number with any correspondence or communication.

AIRFARES AND RELATED SERVICES

To get the best price on airfare to Aruba it is advisable to shop around. Shop either through travel agents or search the internet. You can contact Interval Travel at Interval International (I.I.) if you have a membership with I.I., for a quotation on their discounted airfares by calling 1-800-235-4000, 1-205-666-4063 or by accessing their website at www.intervalworld.com or you can also contact International Travel and Resorts Inc. (ITR), who can arrange airfares on scheduled carriers as well as charter airlines from almost every city in the United States to Aruba. ITR located in New York can be reached by calling 1-800-445-8945 or 1-212-476-9450 or by e-mail: airtix-aruba@erols.com
Updates can be found in the member's newsletter "Highlights".

LA CABANA BEACH & RACQUET CLUB WEBSITE

If you have access to the internet you can visit the owners' website: www.lacabanabrc.com for all owners' related information, forms, services and important links. You can also pay your maintenance fees online. The Owner's Newsletter "Highlights" is also on the website as well as our bi-weekly e-mail newsletter "Happenings". You can subscribe online to receive it at your personal e-mail address by clicking on TELL US YOUR E-MAIL ADDRESS.

LA CABANA BEACH & RACQUET CLUB TELEPHONE AND FAX

NUMBER: [Tel:+\(297\)520-1100](tel:+(297)520-1100) Fax: +(297)587-0848

GUEST FAX

Incoming and Outgoing:

+(297)587-0844 or +(297)587-1455

Please do not use other numbers than the above for you to receive faxes during your stay. Using other fax numbers that belong to other internal departments might delay the fax to reach you.

ADMINISTRATION OFFICE HOURS

Monday through Friday from: 9:15 a.m. to 4:00 p.m. Aruba time.

GENERAL CORRESPONDENCE

J.E. Irausquin Blvd. 250, Eagle Beach OR
P.O. Box 4304, Noord
ARUBA – Dutch Caribbean

OPERATIONAL (MAINTENANCE) FEES

Call ext. 6120, 6115, 6116 or 6117. Fax: +(297)587-0821, +(297)587-0809 or e-mail at fees@lacabanabrc.com

ADDITIONAL PURCHASES

Since La Cabana Beach & Racquet Club is a sold out Resort, additional purchases can only be through Re-sales from individual owners or resale companies.

OWNERS RESERVATIONS

Contact the Owners Reservations Department for additional night rentals, reservation confirmation, confirmations for guest of owners and Owner's discounted rates. Office hours are Monday through Friday from 10:00 a.m. – 4:00 p.m. Aruba time. Contact the Owner's Reservations Agents at ext. 6126, 6127 or 6128. Fax at +(297)587-1483 or e-mail at owners@lacabanabrc.com

MEMBERS RELATIONS

Communicate for address changes, Interval International inquiries, Transfer of Ownership, Changes in Ownership, Share Certificates, Newsletters, General Correspondence, E-mail database to receive bi-weekly Happenings, information on Vacation Ownership. Office hours are Monday through Saturday, from 9:15 a.m. – 4:00 p.m. Call +(297)520-1100 ext. 6124, 6125, 6181 or 6123. Fax: +(297)587-0821 or e-mail: members@lacabanabrc.com

GUEST SERVICES

For Island information, golfing, water sports, activities on and off property, dinner reservations, baby sitting services, car rental information, wedding vows, flower arrangements, wine, champagne and fruit baskets, call ext. 6154 or fax +(297)587-0844 or e-mail to guestservices@lacabanabrc.com

GENERAL MANAGER

Ext. 6103 or 6101, fax: +(297)587-0848

BOARD MEMBERS

Please visit La Cabana Beach & Racquet Club's website for Board's updated information: www.lacabanabrc.com

LA CABANA ON THE WORLD WIDE WEB

www.lacabanabrc.com

On the website members can access the MEMBERS BULLETIN BOARD to post messages about a variety of topics related to La Cabana BRC and Aruba.

Members are welcome to read and or post messages on any of the boards although we suggest that you find the board that most closely relates to your message before you post. Commercial messages are prohibited. Management reserves the right to remove anonymous messages, messages that contain blatantly offensive, foul or discriminatory language, personal attacks, false or misleading statements. Management also reserves the right to change the format of the board in case users do not keep themselves to the standards of conduct. A password is required for certain sections. Your username is your contract number and your password is the first five letters of your last name all in capital letters.

Some of the topics listed on the website are:

COMMUNICATIONS

[ABC's of Timeshare](#)
[Bylaws](#)
[Bulletin Boards](#)
[Contact Form](#)
[FAQ's](#)
[Newsletters](#)
[Notices](#)
[Members Forms](#)

LA CABANA & ARUBA

[Activities](#)
[Aruba Calendar](#)
[Chapel](#)
[Gifts for Guests](#)
[Green Team](#)
[Intermezzo Day Spa](#)
[Essential Spa](#)
[Island Transportation](#)
[Lost & Found](#)
[Meal Plans](#)
[Ownership Changes](#)
[Papiamento Lessons](#)
[Photo Gallery](#)
[Renovation](#)
[Restaurants & Bars](#)
[Resort Layout](#)
[Sleeping Capacity](#)
[Weather Report](#)

PLANNING YOUR TRIP

[Airline Reservations](#)
[Aruba Entry Requirements](#)
[Aruba Links](#)
[Currency Converter](#)
[Dinner Reservations](#)
[Room Reservations](#)
[Theme Night Wed.](#)
[Timeshare Calendar](#)

JUST FOR MEMBERS

[Members Forms](#)
[Members Lounge](#)
[Members Only Notices*](#)
[Pay Fees Online](#)

*password required

LIST OF FEES

Check-in deposit:	US\$ 250.00
Transfer of Ownership/ Change in Ownership Fee:	US\$ 150.00
Affidavit Fee:	US\$ 50.00
Duplicate Share Certificate:	US\$ 200.00
Guest Authorization Fee:	US\$ 10.00
Copies of Share Certificate, Contract etc.:	US\$ 5.00
Membership card:	US\$ 10.00
Smoking Penalty:	US\$ 300.00
Roll-away bed (per night):	US\$ 10.00
Crib (per night):	US\$ 5.00
Dirty Room Penalty:	minimum US\$ 100.00
Re-send share certificate by registered mail:	US\$ 35.00

All fees are subject to change without prior notice. For the updated amount, please refer to our website: www.lacabanabrc.com



CHANGE OF ADDRESS

Please change my address effective: ____ / ____ / ____

Name : _____

Contract # : _____

Old Address:

City: _____ State: _____ Zip code: _____

New Address:

City: _____ State: _____ Zip code: _____

Country: _____

Telephone# (H): _____ Telephone# (B) _____

Fax# : _____

E-mail: _____

Please fax this change of address to: 011-297-587-0821 or

Mail to: **La Cabana Beach & Raquet Club**

Attn: Members Relations Department

J.E. Irausquin Blvd. 250

P.O. Box 4304, Noord

ARUBA, Dutch Caribbean



CHANGE OF ADDRESS

Please change my address effective: ____ / ____ / ____

Name : _____

Contract # : _____

Old Address:

City: _____ State: _____ Zip code: _____

New Address:

City: _____ State: _____ Zip code: _____

Country: _____

Telephone# (H): _____ Telephone# (B) _____

Fax# : _____

E-mail: _____

Please fax this change of address to: 011-297-587-0821 or

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Attn: Members Relations Department

J.E. Irausquin Blvd. 250

P.O. Box 4304, Noord

ARUBA, Dutch Caribbean