



**VIVO RESORTS**  
OAXACAN BEACHFRONT LIVING

**MASTER ARTICLES OF MASTER ASSOCIATION**  
**FOR**  
**CLUB VIVO RESORTS A.C.**

THESE MASTER ARTICLES are made on the 2nd day of June, 2009, by Cary Mullen, Kristina Mullen and Chuck Ashton as the general assembly of CLUB VIVO RESORTS A.C., a Mexican non-profit civil association.

WHEREAS the Developer is the developer of the Master Project which includes the Master Amenities;

AND WHEREAS the Master Amenities will be transferred, leased or otherwise licensed to the Master Association to be administered by the Master Association for the benefit of its Members in accordance with these Master Articles;

AND WHEREAS the Developer may develop other vacation ownership projects or enter into agreements with developers of other projects adjoining or near the Master Project and wants to ensure that owners and lawful occupants of any such projects have access to the Master Amenities;

AND WHEREAS all owners in the Master Project and some or all of the owners in an Affiliated Project, if any, will become members of the Master Association;

AND WHEREAS the Developer intends to reserve the right to use some of the property owned or controlled by the Master Association for the Developer's own purposes;

NOW THEREFORE THESE MASTER ARTICLES establish a plan for the Master Association, its members, the Developer, and other persons to share the use of the Master Amenities and any other property owned, leased, licensed, or controlled by the Master Association from time to time and for the payment of the expenses of the Master Association.

**ARTICLE 1**  
**GENERAL PROVISIONS**



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**1.1** Name: The name of the Master Association is Club Vivo Resorts A.C. (the "Master Association"). The registered and records office of the Master Association shall be located at such address as the General Assembly may designate from time to time.

**1.2** Definitions: In these Master Articles, the following terms shall have the following meanings:

- (a) "Affiliated Project" means a resort project developed by the Developer or by a third party developer who has entered into an agreement with the Developer for the use of the Master Amenities by the owners of that affiliated project;
- (b) "Assessments" means any amount which, from time to time, is levied by the Manager or the Master Association upon one or more Members pursuant to these Master Articles including, without limitation, Master Association Dues;
- (c) "Assignment of Membership Agreement" means the form of assignment of membership agreement pursuant to which a Member must complete a transfer or assignment of their Membership Agreement approved by the Directors from time to time;
- (d) "Auditor" means the auditor of the Master Association from time to time, if any;
- (e) "Developer" means Exito Resorts S.A. De C.V., a Mexican variable capital corporation;
- (f) "Developer's Reserved Rights" means, collectively, all rights reserved to the Developer in the Master Association Documents as described in Section 12.1 hereof;
- (g) "Directors" means the incorporating members of the Master Association, namely Cary Mullen, Kristina Mullen and Chuck Ashton, or their duly appointed successors from time to time;
- (h) "General Assembly" means the general assembly of the Master Association which is comprised of the Directors;



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- (i) "Guest" means any person who is not a Member and who is permitted to be on the Project by a Member subject to any restrictions contained in these Master Articles or the Master Rules and Regulations;
- (j) "Master Association Dues" has the meaning given in Section 3.1 hereof;
- (k) "Manager" has the meaning ascribed thereto in Section 4.1 hereof;
- (l) "Master Amenities" means, collectively, any part of the Master Property made available by the Master Association for use by some or all of the Members and any other amenities or benefits made available to some or all of the Members through the Master Association from time to time;
- (m) "Master Articles" means these Master Articles of the Master Association, as amended from time to time;
- (n) "Master Association" means Club Vivo Resorts A.C., a Mexican non-profit civil association;
- (o) "Master Association Documents" means, collectively, the incorporation documents for the Master Association, these Master Articles and the Master Rules and Regulations;
- (p) "Master Association Dues" has the meaning ascribed thereto in Section 3.1 hereof;
- (q) "Master Association Lot" means Lots 15, 30, 45, 46C, 57A, 57B, 58, 77 and 96;
- (r) "Master Project" means the project called "Vivo Resorts", a whole ownership and fractional ownership condominium project located at Palmarito, Puerto Escondido, Oaxaca, Mexico;
- (s) "Master Property" means the real and personal property owned, leased, licensed or otherwise controlled by the Master Association including, without limitation, the Master Association Lot and any real or personal property transferred by the Developer to the Master Association or leased or licensed to the Master Association and designated as Master Property from time to time;



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- (t) "Master Rules and Regulations" means any rules and regulations adopted by the Master Association pursuant to Section 11.1 of these Master Articles, as amended from time to time;
- (u) "Member's Immediate Family" means a Member's spouse and children;
- (v) "Members" means the members of the Master Association from time to time and unless the contrary is indicated, includes a joint member and "Member" means any one of the Members;
- (w) "Membership" means a membership in the Master Association evidenced by the Membership Certificate;
- (x) "Membership Certificate" means the membership certificate issued by the Master Association to each Member pursuant to Section 15.1 hereof;
- (y) "Officers" means the officers of the Master Association appointed by the Directors from time to time and "Officer" means any one of the Officers;
- (z) "Operating Costs" has the meaning ascribed thereto in Section 3.5 hereof;
- (aa) "Personal Charges" has the meaning ascribed thereto in Section 3.7 hereof; and
- (bb) "Unit" means a condominium unit or house lot in the Master Project or an Affiliated Project.

**1.3** Interpretation: Words shall be construed in the number and gender required by context.

### **ARTICLE 2 MEMBERSHIP**

#### **2.1** Qualifications:

- (a) Each person in whose name a Membership Certificate has been issued, each such person thereby being the owner of a Membership, shall be a Member of the Master Association. If a Membership is owned by more than One (1) person, all such persons shall be Members of the Master Association and each of such persons shall be jointly and severally liable for all Master Association Dues and Personal Charges owing in connection with such



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Membership. In order to be a Member of the Master Association, a person must:

- (i) be eighteen (18) years of age or over as of the 1st day of July of the applicable calendar year; and
  - (ii) be the owner of a Unit.
- (b) Membership in the Master Association shall be limited to persons who demonstrate an interest in the furtherance of the objectives of the Master Association or who demonstrate an interest in enjoying the benefits provided by the Master Association. The Directors shall have authority to enact additional conditions of admission or modify the existing ones, from time to time. To this effect, the Directors shall design and implement a membership policy which may be amended from time to time by ordinary resolution of the Directors.

**2.2 Transfer of Membership:** A Membership shall not be assigned, transferred, pledged, conveyed or alienated in any way except in conjunction with the transfer of a Unit. To effect a Membership transfer, the Member shall send a duly executed transfer request to the Master Association enclosing the Member's Membership Certificate, and details of the transferee including his or her full name, address, telephone number and email address. The transfer of a Membership shall not be effective until:

- (a) all outstanding amounts owing to the Master Association in connection with the Membership have been paid in full;
- (b) the Membership Certificate in the name of the transferor Member is cancelled;
- (c) a new Membership Certificate is issued in the name of the transferee Member; and
- (d) the Master Association has updated its register of Members to reflect the foregoing.

Any attempt to make a transfer that does not comply with these Master Articles and the Master Rules and Regulations established by the Master Association from time to time shall be void. The Directors reserve the right to establish a fee to be paid in connection with the processing of a Membership transfer and to increase that fee from time to time.





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**2.3** Members' Rights and Duties: Each Member shall have the rights, duties and obligations set forth in these Master Articles as the same may be amended from time to time.

**ARTICLE 3**  
**MEMBERSHIP ASSESSMENTS**

**3.1** Assessments: Each Member will pay all amounts payable by the Member to the Master Association, its servants or agents under these Master Articles including, without limitation, Operating Costs, within 30 days after the date shown on the notice or invoice thereof (collectively, "Master Association Dues"). The Manager is authorized to collect all monies due to the Master Association pursuant to these Master Articles.

**3.2** Separate Bank Account: All monies collected from Members shall be deposited and kept in a separate bank account in a financial institution, trust company or credit union selected by the Manager.

**3.3** No Commingling: The Manager shall not commingle any funds collected from Master Association Dues with the Manager's other funds or with the funds of any other person.

**3.4** Application of Master Association Dues: All expenses of operation and management of the Master Property may be paid from the funds the Manager receives by way of Master Association Dues.

**3.5** Operating Costs: As used herein "Operating Costs" means the estimated aggregate amount of expenses to be incurred by the Manager during the applicable calendar year:

- (a) to operate, manage, improve and repair the Master Property and to administer the use of the Master Property by the Members;
- (b) to pay for property taxes;
- (c) to provide for a fund to account for the possibility that some Operating Costs may not be paid on a current basis;
- (d) to deal with the administration of the Master Association;
- (e) to pay the fees of the Manager.



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The costs to operate, manage, improve and repair the Master Property shall include, without limitation:

- (f) legal and accounting costs;
- (g) insurance costs;
- (h) pest control costs;
- (i) claims, losses, costs and damages suffered by the Manager while acting within the scope of its duties on behalf of the Master Association; and
- (j) the costs of supplying water, electricity and sewage disposal for the Master Property.

### **3.6** Master Association Dues and Operating Budget:

- (a) Master Association Dues shall not include any expenses constituting a Personal Charge;
- (b) the Master Association Dues shall be payable annually in advance by the Members as determined by the operating budget established by the Manager (the "Operating Budget");
- (c) each Member shall pay an equal portion of Master Association Dues within Thirty (30) days of the assessment invoice(s) provided by the Manager from time to time;
- (d) the Manager may, in its discretion, elect to charge the Master Association Dues in periodic installments not more frequently than once every month; and
- (e) the Manager will revise and otherwise update the Operating Budget prior to the commencement of each calendar year and provide written notice thereof to the Members not later than Thirty (30) days prior to the commencement of the applicable calendar year.

**3.7** Personal Charges: As used herein, "Personal Charges" means any expense resulting from the action or omission of any Member or Guest, including without limitation: the cost to repair any damage to the Master Property, the cost to satisfy any expense to any other Member or to the Manager due to any intentional or negligent act or





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omission of such Member or Guest. If a Member or any Guest causes damage to all or any portion of the Master Property by any negligent or malicious act or omission, the Member will be responsible for such damage as a Personal Charge, and the Manager or the Master Association will notify the Member by way of a damage assessment. The cost of repairing the damage includes the cost of repairs not covered for any reason by insurance maintained by the Master Association, any deductible amount payable to an insurer, the Master Association's legal and administrative costs, and any other costs incurred by the Manager or the Master Association in respect of the damage. For purposes of these Master Articles, the act or negligence of a Guest shall be deemed to be the act of the Member. Personal Charges shall be payable within thirty (30) days after receipt of a damage assessment therefore.

**ARTICLE 4**  
**MANAGEMENT AGREEMENT**

**4.1** Manager: The Directors shall be authorized to enter into a management agreement or agreements to cause the assets and services to be provided to the Members to be managed and maintained by a professional manager (the "Manager"). In the event the Directors do not retain a Manager, all references to a Manager in these Master Articles shall be deemed to be a reference to such person as the Directors appoint, by ordinary resolution, to carry out such responsibilities. The Directors shall maintain or cause to be maintained the assets and services in accordance with reasonable commercial standards consistent with the character, age, size, use and location of such assets, and consistent with the type of service being provided.

**ARTICLE 5**  
**MEMBERSHIP RIGHTS, PRIVILEGES AND RESTRICTIONS**

**5.1** Rights and Privileges of Members: Each Member shall have the following rights and privileges in connection with the Master Property subject to such limitations as may be imposed in accordance therewith, including without limitation the obligation to pay Master Association Dues and Personal Charges:

- (a) to use the Master Property at the times and on the terms and conditions stated in these Master Articles and the Master Rules and Regulations;
- (b) a Member may allow his or her Immediate Family or Guests to use the Master Property provided that each Member is solely responsible for the actions of their Immediate Family and Guests and each hereby agrees to





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fully indemnify the Master Association in connection with the use of the Master Property by such Member's Immediate Family and Guests;

**5.2** Restrictions: In addition to other limitations or restrictions imposed pursuant to these Master Articles or the Master Rules and Regulations, each Member shall be subject to the following restrictions:

- (a) no Member shall have the right to exercise any of the powers or to perform any of the acts delegated to the Directors by the Master Association Documents or applicable laws;
- (b) no Member shall have the right to encumber his or her Membership without the prior written express approval of the Directors;
- (c) no Member shall have any right to vote in connection with matters affecting the Master Association;
- (d) no business or profession may be conducted on the Master Property;
- (e) the Master Association Amenities may be added to, altered, eliminated, replaced or upgraded from time to time as determined by the Directors;
- (f) the Master Association may restrict or limit access to parts of the Master Property that it uses for the administration or operation of the Master Association or the operation and maintenance of the Master Property; and
- (g) the Master Association has the right to close down all or any parts of the Master Property as needed to do maintenance or repair work, or to remodel or upgrade the Master Property; the Master Association must complete any such work promptly after it begins it so as to minimize any interference with the rights of Members to use and enjoy the Master Property.

**5.3** Application to Developer: The foregoing restrictions shall not apply to the Developer in the exercise of the Developer's Reserved Rights.

**ARTICLE 6**  
**GENERAL ASSEMBLY**

**6.1** Management: The Master Association's undertaking, enterprise, powers, privileges, business and assets shall be exercised, managed, transacted, conducted and controlled by the General Assembly comprised of the Directors.



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**6.2** Number of Persons: The General Assembly shall be comprised of a minimum of Two (2) directors and is currently comprised of the Directors.

**6.3** Vacating a Position: The position of a Director is vacated in the following circumstances:

- (a) when he or she dies, becomes bankrupt or insolvent, becomes a lunatic or of unsound mind or takes the benefit of any statutes or processes for insolvent debtors; or
- (b) if he or she delivers to the General Assembly his or her duly executed resignation.

**6.4** Appointment to Vacated Position: When the position of a Director is vacated, the remaining Directors may collectively appoint a new person to serve in the vacated position for the unexpired portion of its term unless the departing Director has appointed by will or other instrument a successor to act in his or her stead as a Director.

**6.5** Vacancies: Notwithstanding any vacancies the remaining Directors may exercise all of the powers of the General Assembly subject to Sections 6.2 and 7.2 hereof.

**6.6** Remuneration of Directors: The Directors shall not be paid or receive or be entitled to any compensation or reward of any kind but shall be entitled to reimbursement of expenses incurred in the performance of their obligations hereunder.

**6.7** Persons Entitled to be Present at Meeting: The only persons entitled to attend a meeting of the General Assembly are the Directors, representatives of the Manager and the Auditor. Any other person may be admitted to the meeting only at the invitation of the Directors.

**6.8** Director's Interest in Contracts: It is hereby expressly provided that each Director may vote in respect of any contract or proposed contract in which he or she is interested and that if he or she does vote his or her vote shall be counted.

**ARTICLE 7**  
**PROCEEDINGS OF THE GENERAL ASSEMBLY**

**7.1** Meetings: The Directors may:

- (a) meet for the conduct of business; and



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(b) regulate their meetings and proceedings.

**7.2** Quorum: The quorum necessary for the transaction of business at meetings of the General Assembly shall be Two (2) Directors.

**7.3** Quorum may Act: A meeting of the General Assembly at which a quorum is present shall be competent respectively to exercise all or any of the authorities, powers and discretions vested in or exercisable by the General Assembly generally.

**7.4** Call of General Assembly's Meetings: Meetings of the General Assembly may be held at any time upon call by a majority of the Directors. Notice of any meeting or any irregularity in meetings or in the notice thereof may be waived by any person entitled to notice thereof. Notwithstanding the foregoing, the Directors may by resolution appoint a regular time and place for meetings and no further or other notice of such time and place shall be necessary.

**7.5** Draw Vote: Questions arising at any meeting of the General Assembly shall be decided by a majority of votes cast.

**7.6** Meeting by Telephone or Other Communications Equipment: A meeting of the General Assembly may be held by means of conference telephone or other communications equipment by which all persons participating are able to hear each other. Persons so participating shall be deemed to be present in person at that meeting.

**7.7** Minutes: Minutes of any meeting of the General Assembly certified by the Secretary of the Master Association shall be receivable as prima facie evidence of the matters stated in such minutes.

**ARTICLE 8**  
**OFFICERS**

**8.1** Enumeration of Officers: The officers of the Master Association shall be elected by the Directors and include a President, a Secretary and a Treasurer and such other officers as the Directors may deem necessary from time to time. Any person may hold more than One (1) office provided there are a minimum of Two (2) officers.

**8.2** Subordinate Officers: The Directors may appoint, and may authorize the President or another officer to appoint, any other officers that the business of the Master Association may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties specified in these Master Articles or determined from time to time by the Directors.



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**8.3** Term: All officers shall hold office at the pleasure of the Directors.

**8.4** Resignation of Officers: Any officer may resign at any time by giving written notice to the General Assembly. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. The acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Master Association under any contract to which the officer is a party.

**8.5** President: The President shall be the chief executive officer of the Master Association and shall, subject to the control of the General Assembly, have supervision, direction and control of the business and affairs of the Master Association. He or she shall preside at all meetings of the General Assembly. He shall be ex-officio a member of all standing committees and shall have the general powers and duties of management usually vested in the office of President of a not-for-profit civil association.

**8.6** Secretary:

- (a) The Secretary shall keep, or cause to be kept, a book of minutes at the principal office of the Master Association, or such other place as the General Assembly may order, of all General Assembly meetings.
- (b) The Secretary shall keep the seal of the Master Association, if any, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Directors or these Master Articles.
- (c) The Secretary shall keep, or cause to be kept, at the principal office, as determined by resolution of the Directors, a record of the Members showing the names of each Member, his or her address and other contact information.
- (d) The Directors may delegate the performance of the foregoing duties to a professional manager retained by the Master Association.

**8.7** Treasurer: The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Master Association, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and surplus. The Treasurer shall deposit all monies and other valuables in the name and to the credit of Master Association with such depositories as may be designated by the Directors. The Treasurer shall have such other powers and perform such other duties as may be prescribed by the Directors or these Master Articles from time to time. The Directors may delegate the performance of the foregoing duties to a professional manager retained by the General Assembly.



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**ARTICLE 9**  
**INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**9.1** Indemnity of Directors and Officers: Every Director and Officer, his or her heirs and legal representatives, shall be indemnified and saved harmless by the Master Association from and against:

- (a) any liability and all costs, charges and expenses that he or she sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done or permitted by him or her in respect of the execution of the duties of his or her position or office; and
- (b) all other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of the Master Association,

provided that no Director or Officer of the Master Association shall be indemnified by the Master Association in respect of any liability, costs, charges or expenses that he or she sustains or incurs as a result of his or her own fraud, dishonesty, wilful neglect or wilful default.

**9.2** Insurance: The Master Association may purchase and maintain directors' and officers' liability insurance or such other insurance for the benefit of Directors and Officers as the Directors may from time to time consider appropriate.

**ARTICLE 10**  
**DEFAULT OF MEMBER**

**10.1** Events of Default: In the event that a Member:

- (a) fails to pay any amount payable under these Master Articles or the Master Rules and Regulations, and such failure continues for thirty (30) days following written demand from the Manager or the Master Association to the Member; or
- (b) fails to perform or observe any of the terms, conditions, covenants, agreements or provisions contained in these Master Articles or the Master Rules and Regulations on the part of the Member to be performed or observed (other than the payment of a sum of money), and such failure continues for or is not remedied within forty eight (48) hours after the



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Manager or the Master Association gives written notice to the Member of the nature of such failure;

then:

- (c) all the Member's rights and privileges of Membership (including the right to access or use any Master Property) will be suspended until such time as all defaults have been remedied and all amounts due, including all amounts arising under these Master Articles and the Master Rules and Regulations, have been fully paid, provided that, with the prior consent of, and in accordance with any conditions established by the Master Association or the Manager, the Member may have access to any part of the Master Property necessary for the purpose of remedying the Member's default;
- (d) the Master Association or the Manager will have the right (but will not be obligated), at the expense of the Member to perform or cause to be performed and to do or cause to be done such things as may be necessary to remedy the default, including the right to make repairs and expend money; and
- (e) the Master Association or the Manager will have the right (but will not be obligated), at the expense of the Member, to remove and store any personal property of the Member located on the Master Property.

**10.2 Cancellation of Membership:** In the event that the default is not remedied within thirty (30) days after the date the notice of default or demand notice is given to the Member under Section 10.1(a) or (b) above, then the Master Association or the Manager may, at its sole discretion and without further notice, cancel the Membership of the defaulting Member and such Membership will be of no further effect. The cancellation of a Membership by the Master Association shall not reduce or eliminate or have any effect on the Member's liability for any sums of money payable to the Master Association under these Master Articles or the Master Rules and Regulations. Upon the cancellation of the Membership, the defaulting Member shall promptly, and in any event within five (5) days of the cancellation, remove all of his or her property from the Master Property and repair any damage caused to the Master Property resulting from such removal. If the defaulting Member does not remove his or her property as required herein, the Master Association may, without liability on the Master Association's part, and without notice to the defaulting Member, remove such property and repair any damage to the Master Property caused by such removal at the defaulting Member's expense. Any property so removed may, without notice to the defaulting Member or to any other Person and without obligation to account



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for them, be sold, disposed of, or stored by the Master Association in such manner as the Master Association determines, all at the defaulting Member's expense.

**10.3 Interest:** Any amount due to the Master Association pursuant to these Master Articles or the Master Rules and Regulations which remains outstanding for more than thirty (30) days after the due date will bear interest at 2% per month (24% per annum).

**10.4 Fines, Penalties, Etc.:** Notwithstanding any other provisions of these Master Articles, where the Member or any Guest contravenes the Master Rules and Regulations, the Master Association at all times reserves the right to impose fines and penalties, to remove or cause to be removed from the Master Property or prohibit entry to the Master Property to the Member or Guest who contravenes the Master Rules and Regulations and, where either the contravention is continuing or, following warnings or notices by the Master Association or the Manager, the Member or Guest contravenes the Master Rules and Regulations on a number of occasions, the Master Association may cancel the Member's Membership without further notice and the Membership will be of no further effect.

**10.5 All Available Remedies:** Nothing in these Master Articles shall limit the Master Association's remedies at law or in equity that may arise pursuant to a default of a Member under these Master Articles or the Master Rules and Regulations.

### ARTICLE 11 RULES AND REGULATIONS

**11.1 Rules and Regulations:** In the use of the Master Property the Members shall be subject to and shall adhere to all rules and regulations adopted by the Directors from time to time including the following (collectively, the "Master Rules and Regulations"):

- (a) Members shall be personally responsible and jointly and severally liable for all damage to property or personal injury or death caused by the Member or their Guests or invitees including damages to the Master Property or to the property of other Members and for all costs (including legal costs on a solicitor and his own client basis) incurred by the Master Association in replacing or repairing damaged Master Property or in enforcing or maintaining its rights under these Master Articles or the Master Rules and Regulations. Upon becoming a Member, the Member shall be deemed to release the Master Association from any liability for any damage to property or personal injury or death suffered by that Member and his Guests or invitees unless such damage, injury or death was caused by the gross



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negligence or willful misconduct of the Master Association or its duly authorized representatives.

- (b) Members shall not operate any type of private business, solicit, sell items or merchandise, or advertise within the Master Property without the express prior written consent of the Directors, acting in its sole and unfettered discretion.
- (c) Members shall use and enjoy the Master Property in a manner that will not unreasonably interfere with the use and enjoyment thereof by other Members or their Immediate Family or Guests.
- (d) Members shall not use the Master Property or any portion thereof, or permit the same to be used, in a manner or for a purpose that will cause a nuisance or hazard to any other Member or their Immediate Family or Guests.
- (e) Members shall comply strictly with these Master Articles and the Master Rules and Regulations, as may be amended from time to time.

**11.2** Application to Developer: The Master Rules and Regulations shall not apply to the Developer in the exercise of the Developer's Reserved Rights.

**ARTICLE 12**  
**DEVELOPER'S RESERVED RIGHTS**

**12.1** Developer's Easement: The Developer hereby reserves, and the Master Association grants to the Developer, the right and an easement to use and because of their ownership of a Unit, it shall have the right to enjoy the Master Property as provided herein (collectively, the "Developer's Reserved Rights").

**12.2** Rights as a Member: To the extent that the Developer is a Member, it has the right to use the Master Property on the same basis as any other Member.

**12.3** Developer's Reserved Rights: The Developer may use the Master Property for the following purposes:

- (a) to conduct extensive marketing and sales activities including holding receptions for Members, Guests and prospective purchasers;
- (b) to conduct educational, cultural, entertainment, sporting events and other activities and programs;





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- (c) to establish, operate, maintain, repair and replace restaurants, concession stands, activity stands, equipment rental stands and other commercial activities; and
- (d) such other purposes as the Directors may approve from time to time.

**12.4 Third Party Operator:** The Developer's right to conduct commercial activities on the Master Property shall include the right to contract third party operators for such purpose.

**12.5 Retention of Proceeds:** In the exercise of any Developer Reserved Rights, the Developer shall be entitled to retain all money and other proceeds therefrom.

**12.6 Expenses:** The Developer shall be responsible for all expenses in connection with the exercise of the Developer's Reserved Rights.

**ARTICLE 13**  
**TRANSFER OF MASTER PROPERTY**

**13.1 Warranties:** The Developer makes no warranties, express or implied, about the Master Property, or about consumer products or anything else installed or contained in the Master Property including, without limitation, warranties of merchantability, habitability, workmanlike construction or fitness for a particular purpose. All rights and interests in the Master Property are being transferred to the Master Association "as is" and "where is," with all defects, whether visible or hidden, and whether known or unknown.

**ARTICLE 14**  
**MISCELLANEOUS**

**14.1 Checks, Drafts, Etc.:** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Master Association, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Directors.

**14.2 Contracts, Etc: How Executed:** The Directors, except as otherwise provided in these Master Articles, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name and on behalf of the Master Association, and such authority may be general or confined to specific instances. Unless so authorized by the Directors, no officer, agent or employee shall have any power or authority to bind the Master Association by a contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.



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**14.3** Inspection of Master Articles: The Master Association shall keep in its principal office the original or a copy of the Master Association Documents, as amended from time to time which shall be open to inspection by the Members at all reasonable times during office hours.

**14.4** Fiscal Year: The Fiscal Year of the Master Association shall terminate on December 31st of each year.

**14.5** Annual Report to Members: Nothing in these Master Articles shall be interpreted as prohibiting the Directors from issuing annual or other periodic reports to the Members as they consider appropriate.

**14.6** Amendments: The Master Association may by unanimous resolution of the Directors alter or add to these Master Articles and any alteration or addition so made shall be as valid as if it was originally contained in these Master Articles, and is subject in like manner to further alteration by unanimous resolution of the Directors.

**ARTICLE 15**  
**EVIDENCE OF MEMBERSHIP, SEAL**

**15.1** Evidence of Membership: The Master Association shall issue a certificate to each Member as evidence of their Membership in the Master Association (the "Membership Certificate"). A Membership Certificate may be issued to one or more persons jointly. The Membership Certificate shall state the name(s) of the Member(s). The form of the Membership Certificate shall be in such form as the Directors shall determine from time to time.

**15.2** Common Seal: The Master Association may adopt a common seal which shall be of such form and device as may be adopted by the Directors and the Directors may make such provisions as they see fit with respect to the affixing of the said seal and the appointment of any Director or other persons to attest by their signatures that such seal was duly affixed. In the absence of any such provisions, any two Directors may attest by their signatures that such seal was duly affixed.

DATED effective the \_\_\_ day of June, 2009 by the Directors of the Master Association.

Signature:		Witness Signature:	
Print Name:	Cary Mullen	Print Name:	



**VIVO RESORTS**  
OAXACAN BEACHFRONT LIVING

Address:		Address:	
Signature:		Witness Signature:	
Print Name:	Kristina Mullen	Print Name:	
Address:		Address:	
Signature:		Witness Signature:	
Print Name:		Print Name:	
Address:		Address:	

