

## MEMBERSHIP GUIDELINES

*Your guide to help you make full use of your Vacation Membership at*

### **The Aruban Resort and Casino at Eagle Beach Fractionals Cooperative Association**

#### **GLOSSARY**

Wherein these guidelines there is a question of certain names and/or terminologies,

The following describes the meaning, definition and/or intention:

**"MEMBER"** means a person or entity who is admitted as a Member of the Cooperative Association and has occupancy rights of a particular Unit, for a term of one week for Annual Members, or for Biennial Members one week every other year, in accordance with the Articles of Incorporation, the Bylaws, the Membership Guideline 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 Membership in a Unit, in the Timeshare Resort, subject to an occupancy right.

**"TIMESHARE CALENDAR"** a Calendar of weeks that stipulates the dates of arrival for each week (interval) in every specific year and for each Unit, bound to a specific check-in day or pattern. Each Unit or suite is divided into 51, 52 or 53 use periods.

**"MAINTENANCE WEEK"** the specific week in a Unit that is not sold and is designated for general maintenance and deep cleaning.

**"RESORT RACK RATE"** the rental rate per night charged for a Unit excluding discounts or special offers.

**"TIMESHARE TAX"** the occupancy/lodging tax which is levied on Timeshare users by the Aruban Government.

**"ENERGY SURCHARGE"** the charge for the use of electricity and water per Unit, per night, that is not covered in the yearly budget or Maintenance Fees. This fee is subject to change without prior notice.

**"CONFIRMATION"** means a written acknowledgement provided by the Reservations Department specifying the accommodations reserved for occupancy for the exclusive dates and rates reserved.

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

**"MAINTENANCE FEE"** is the annual dues of each Member for his or her share of the estimated expenses of the Association during a fiscal year.

**"SHARE CERTIFICATE"** a document which is issued by the Member Relations Department to the Member as evidence of his or her Membership. The amount of shares depends on the size of the unit and if the membership is annual or biennial, with the minimum being one share.

**"INTERVAL INTERNATIONAL"** an 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”/“DEPOSITING”** means releasing your Unit week for a specific year to an Exchange Company for later use.

**“V.I.P. MEMBERSHIP”** The Aruban Resort and Casino offers a very special and exclusive VIP Membership at the time of purchase, to allow the VIP Members certain benefits that are above and beyond the regular membership benefits. For information regarding the VIP Membership program, please contact the Sales Office on site at +(297) 587-9000 ext 7165 or [owners.1@thearuban.com](mailto:owners.1@thearuban.com)

### **UNIT ASSIGNMENT**

When purchasing your Timeshare Unit, said Unit(s) and week(s) are yours in perpetuity based on the conditions as set forth in the Articles of Incorporation. Please confirm your reservation at least thirty (30) days in advance of the first date of occupancy by contacting [reservation@thearuban.com](mailto:reservation@thearuban.com) or calling 866-627-4171 or 877-298-5167. If you do not occupy your Unit and do not make arrangements in advance for exchange, at least 8 weeks prior to the arrival date, your Unit will be considered forfeited and cannot be recuperated. The Maintenance Fee paid for that week is non-refundable.

### **CHECK-IN PATTERN**

Each Unit at The Aruban Resort has a fixed check-in pattern (Friday, Saturday or Sunday depending on the Unit Location). The specific Unit number stipulates the check-in day of the Unit you have purchased or acquired. Your regular week is determined by The Aruban Resort Timeshare Calendar, bearing in mind that every year your week could start on a different date. The Resort is not responsible for Members arriving in a wrong week or on the wrong arrival date. It is recommended that you keep your Timeshare Calendar available to confirm the correct dates of your interval. The timeshare calendar can be downloaded from The Aruban website. Other Resorts and /or private business calendars may have different week numbers that may not coincide with your specific interval week at The Aruban Resort. If your weeks do not match the arrival dates of your week at another Resort or with another week at The Aruban Resort with a different check-in pattern, you may need to rent additional nights prior to your week or extend your stay at The Aruban Resort to coordinate with your other Resort. Please see the “ADDITIONAL NIGHTS” section for more information on renting time at The Aruban Resort.

### **CONFIRMATIONS**

Confirmations are not sent out automatically for owned weeks; however, they are available upon request to the Reservations Department. We encourage you to retain written Confirmations to avoid arriving on the wrong date. Exchanged weeks or rentals do not have a guaranteed Unit number, even if printed on your Confirmation slip. Your final Unit number may change due to the Timeshare structure of the Resort. Management may, at its sole discretion change any Unit assignment in the event of maintenance or emergency.

### **TAXES**

Upon usage of your Timeshare week, you will be charged the applicable Government Timeshare Tax per night as stipulated by the Government of Aruba. Effective August 1, 2001 the Timeshare Tax for Timeshare Units, is based on the Unit category. The Timeshare Tax is subject to change by the Aruban Government. The amounts charged will be based on the current stipulated rates. Please remember that The Aruban Resort 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 and Energy Surcharge per night, incidental charges such as telephone access, etc. 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 blocked on your credit card account upon check-in. The block will be automatically removed by a payment with the same credit card or upon check-out time. 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

The Aruban Resort and Management cannot be held responsible for Members arriving on a wrong date. It is the Member's responsibility to verify the arrival date of their specific week. If for whatever reason the Member arrives on a wrong date, The Aruban Resort can only offer the applicable Member's discounted rental rate, subject to availability. It is not possible to switch weeks, exchange, etc. at that moment. Unused weeks as a result of not showing up on the correct day will be lost, and no additional compensation will be provided.

## ADDITIONAL NIGHTS

To rent additional nights or to extend your stay, please contact the Reservations department by phone at +(297)-527-9132 or email [reservations@thearuban.com](mailto:reservations@thearuban.com) to check availability. Member discounts off the Resort's established Rack Rates, the applicable percentage of 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. For specific rental terms and conditions, please contact the Reservations department. A credit card authorization form for payment of the additional nights can be down loaded from The Aruban website.

## BONUS TIME

The following rates are available to VIP Members only (not their guests), they are subject to availability, a minimum of 2 and a maximum of 7 nights per reservation, can only be booked up to 21 days in advance, only one reservation at a time is possible, and certain other restrictions may apply. Rates are subject to 19% tax and the applicable Energy Surcharge. Please note that these rates, taxes and surcharges are subject to change without prior notice. Certain restrictions apply. Please contact the Reservations Department. A credit card authorization form for payment of bonus time can be down loaded from The Aruban website.

	Weeks 16-50	Weeks 1-15
One Bedroom Suite	\$79	\$ 89
Two Bedroom Suite	\$99	\$109

## BONUS WEEK

Upon purchase with The Aruban Resort and Casino, VIP Members may be given bonus weeks to be used at the Resort or given to their guests (with the Member's prior approval, see "Guest of Member"). Reservations can be made up to one year in advance, at which time the applicable Maintenance Fee is due depending on the size of the Unit. Reservations are subject to availability and room assignments cannot be guaranteed. Certain restrictions apply. Please contact the Reservations Department. A credit card authorization form for payment of bonus weeks can be down loaded from The Aruban website.

At check-in, the Timeshare Tax and applicable Energy Surcharges are due. Please note that rates, taxes and surcharges are subject to change without prior notice.

## **GUESTS OF MEMBERS**

In order for a Member to let a guest utilize his/her Unit/week, the following is required:

- Member's authorization must be sent to the Reservations Department no less than 48 hours prior to the first day of occupancy. The guest authorization can be downloaded from The Aruban website.
- The name(s), address, telephone, fax or e-mail of the guest(s) that will occupy the Unit/week.
- The Maintenance Fee for the Unit/week in question has to have been paid. If the amount of Maintenance Fee has not been set as yet due to this being in the following year, the equivalent of the current year has to be paid in advance in order to get a confirmation for the guest of a Member. In any event, any balances due are to be paid no later than the due date.

Conditions:

- We will need to verify if the Member is authorized to allow usage of the Unit/week.
- The corresponding Maintenance Fee needs to be up-to-date; including any applicable late charges, prior to guest's arrival.
- A confirmation will not be given out if the conditions and requirements stipulated are not met, and the guest(s) will not be permitted to use the Unit/week.
- The Member is responsible to inform his or her guests of any applicable Timeshare Taxes and/or Energy Surcharges that will be charged during their stay.
- Guests of Members 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. The Member is ultimately responsible for damages done by his/her guests, if the charge cannot be obtained from his/her guests due to non-payment.
- Guest(s) of Members must be 18 years or older.
- Guest(s) of Members are not allowed to authorize third parties to make use of the Unit / week nor can this be rented out, deposited for exchange or for any other negotiations. Only the Members of the Unit/week can authorize other use of the Unit/week.

## **WEEK 53**

As a result of leap years, an anomaly of The Aruban Timeshare Calendar creates a week 53 at the end of every so many years, depending on the specific check-in pattern. Please refer to The Aruban Timeshare Calendar for the applicable dates. Only the Members that purchased week 52 have the option to use week 53 when applicable, by paying the current Maintenance Fee for this extra week. A credit card authorization form for payment of the Maintenance Fee on week 53 can be downloaded from The Aruban website. To be entitled to this week you must notify the Resort directly by contacting the onsite Member Relations Department in writing no later than April 30<sup>th</sup> of the particular year that you wish to make use of week 53. The Maintenance Fee for this week must be received by The Aruban Resort before this date. If you have not complied with the April 30<sup>th</sup> 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 The Aruban and cannot be deposited for exchange nor can it be in-house exchanged or placed in the rental pool program. If you opt to make use of this week, it is either "use" or "loose". Members can send a guest to use the week, subject to conditions set forth in these guidelines. Please refer to: "GUESTS OF MEMBER".

## **CHECK-IN AND CHECK-OUT TIME**

Check-in time is 4:00 p.m. and check-out time is 11:00 a.m. If you are arriving earlier than 4:00 p.m. and you inform us of your arrival time, we will try to prioritize the cleaning of your Unit and if feasible, you could get into your Unit earlier than the regular check-in time. This is not a guarantee but we will do our best to accommodate your request. It all depends on the prior guest's time of departure, the condition in which the Unit is left as well as the workload of the room attendants.

A valid picture I.D. is required upon check-in.

It is mandatory to vacate your Unit at 11:00 a.m. on the scheduled day of departure or earlier if possible. Housekeeping will need to prepare the Unit for the next Member. **By not vacating the Unit by 11:00 a.m. you will be subject to an irreversible \$100 charge to your bill**, and Management reserves the right to remove your belongings from the Unit at your own risk. Upon signing the registration card at check-in, you acknowledge that you are aware and agree with this policy.

To make use of the Express Check-Out option, you must sign your credit card voucher upon check-in. The night before your departure, you will receive an envelope with a copy of your bill in your room message box detailing the charges effective through that afternoon. Any charges incurred thereafter, such as the last night's government tax, will be reflected on the day of departure. To complete the process, sign and enclose the bill together with all your room keys in the attached envelope and drop this off on your way out in the Express Check-out box located directly across from the Front Desk. A copy of your final bill will be mailed to you. You need to ensure that we have your correct address on the bill.

## OPTIONS FOR USING YOUR TIMESHARE WEEK

### OCCUPY

Check your arrival date on The Aruban Resort Timeshare Calendar. Please let us know if anyone other than yourself will be using your week at [reservation@thearuban.com](mailto:reservation@thearuban.com) or call 866-627-4171 or 877-298-5167. Please refer to "GUEST OF MEMBERS" section in this document. If you do not occupy your Unit and do not make arrangements in advance for exchange or rental options, your Unit will be considered forfeited, and cannot be recuperated. The Maintenance fee paid for that week is non-refundable.

### IN-HOUSE EXCHANGE

In-House Exchanging allows you to use your week at a different time period than when you own and it also allows you to carry over a week from one year to another back or forth (subject to availability). An In-House Exchange can only take place if the Maintenance Fee for that week has been paid and you have specific dates to which you would like to exchange your week to. All In-House Exchanges are subject to availability and certain restrictions may apply.

- For Regular Members an In-House Exchange fee applies: Members of weeks during High Season can exchange into weeks during their own season and Members of weeks during Peak Season can exchange into any season, both for \$100 per Unit/week. For Members of High Season weeks to change into a Peak Season week, there is a charge of \$200 per Unit/week. To carry over one week to the next year, the fee is also \$300 per Unit/week, regardless of the week you own or the week you change into. Certain weeks are not open for exchange, such as Christmas, New Year, President's Week, Carnival and Easter.
- VIP Members do not pay for an In-House Exchanges within the same year, as part of the benefits of the VIP Membership Program. The initial exchange is free of charge however, for any subsequent changes to the same In-House Exchange, there will be a \$100 administrative fee. Certain restrictions apply.

Please contact the onsite Reservations Department or email them at [reservations@thearuban.com](mailto:reservations@thearuban.com). A credit card authorization form for payment of the In-House Exchange can be down loaded from The Aruban website.

### EXTERNAL EXCHANGE

If you have a Membership with the Exchange Company, such as II, you have the option to deposit your Unit/week with them. Your banked week can then 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 contact the individual exchange companies directly for all terms and conditions.

If you purchased your Unit/week from the Developer or the current Timeshare Sales Company (if applicable), the first year's I.I. enrollment fee could be part of the purchase and is paid for. Subsequent membership is subject to sales terms and it is your responsibility to communicate with the Exchange Company. If you do not advise the Exchange Company to extend your membership, you may find it cancelled.

If you opt to deposit your week, the Maintenance Fee for the specific week and year has to be paid in advance. If the Maintenance Fee for the specific year is not set yet, the equivalent fee 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. If your account is not up to date, your deposit will automatically be cancelled and consequently your week will not be eligible for an exchange. When your deposited week has been cancelled, you are required to re-deposit once the fees have been paid. 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.

### **MAINTENANCE FEES AND DUE DATE**

The Maintenance Fee due date is **DECEMBER 15<sup>TH</sup> of the year prior to usage.**

The 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 Maintenance Fee amounts is voted on by the Membership during the Annual General Meeting. This meeting takes place in the month of September or October of each year (unless differently scheduled by the Board). Once the Maintenance Fees are set, the bills normally are mailed out around October of each year and are due by December 15th. **Please see your ASSOCIATION MAINTENANCE FEE AND COLLECTION POLICIES AND PROCEDURES for more information on penalties and fees for late or non-payment.** If for whatever reason you have not received your Maintenance Fee bill in time or not received it at all, e-mail [members.1@thearuban.com](mailto:members.1@thearuban.com) for the applicable amounts and the address to send your payment or to request a duplicate bill. The Aruban Resort and Management cannot be held responsible for lost mail. It is the Member's responsibility to pay on time. A credit card authorization form for payment of the Maintenance Fee can be downloaded from The Aruban website.

Biennial members will be billed 50% of the applicable Maintenance Fee each year. The amount has to have been paid in full, on the due date prior the year of occupancy. For example, if the occupancy is for 2011, 50% of the Maintenance Fee is due on December 15, 2009 and the other 50% on December 15, 2010. For your first or second time usage, you may be billed for the entire amount at once, to ensure that the full amount has been received on the 15<sup>th</sup> of December prior to the year of occupancy.

Your Maintenance Fee must be paid by the due date, regardless of the fact that you have applied for the rental pool program and are expecting revenue to be paid out. You will be charged late fees if you do not comply with the payment due date.

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 to not lose your week. By not paying the Maintenance Fee you are not allowed to use, exchange or rent 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."

Members who purchased prior to September 26th, 1995 with a contract or Membership number under the #12287 were granted a Maintenance Fee due date of 120 days (4 months) prior to the start of their week, however this is not applicable if the Member wants to deposit his or her week for exchange, apply for the rental program, or is requesting a confirmation for a guest to use his or her Unit. This grandfather agreement is subject to change by decision of the Membership in a general meeting. **Members who had a contract change or a change in Membership processed after September 26, 1995 will not keep the 120 days prior payment privilege and are required to pay their Maintenance Fees by December 15th.**

## **FINANCIAL OBLIGATIONS OF THE MEMBERS**

A Member shall only be able to make use of his or her Unit week (use or exchange), if he or she timely fulfills the obligations as stipulated in the Articles of Incorporation of the Cooperative Association. Furthermore, Members who are in arrears as regards to these obligations for a period exceeding sixty (60) days, shall be charged a penalty on account of late payment of twenty-five percent (25%) of the total amount due, cumulative per year. The Cooperative Association will act in accordance with the Articles of Incorporation and will proceed with repossession of the Unit week(s).

## **SPECIAL ASSESSMENT**

A Special Assessment, in addition to the scheduled Annual Maintenance Fee, may be imposed by the Board of Directors of the Association to cover necessary capital improvements, deferred maintenance and certain unbudgeted expenses, from time to time.

## **JOINT MEMBERSHIP**

Each co-Member of a Membership is jointly and severally liable for the payment of all Maintenance Fees and/or Special Assessments levied with respect to the Membership.

## **MAINTENANCE FEE PAYMENTS**

**Credit Card Payments** – please contact the Members Relations Department at +(297)-527-9156 or +(297)-527-9199, email [members.1@thearuban.com](mailto:members.1@thearuban.com). Credit Card authorization forms can be downloaded from The Aruban website.

**Please send checks to:**  
**The Aruban Resort and Casino**  
**C/O KL International LLC**  
**255 E. Deerpath Road, Suite 134, Lake Forrest, IL 60045**

**Please mention your contract number with your payment!**

Maintenance Fee payments should NOT be included with monthly Membership payments. KL Resort Development Company LLC, or its assigns cannot guarantee the timely application of Maintenance Fee payments received by it or its assigns. Please see the Financial Obligations of the Member section above.

## **“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 MEMBERSHIP**

When a Member wants to permanently transfer his Unit to another person, whether through re-sale or as a gift, the sales contract has to be paid in full, the Maintenance Fee or any late fee and/or Special Assessment, must be current. Members must declare that they are fully authorized and not limited to transfer their Membership, and that they keep their Cooperative Association and its Management Company harmless from and against any and all liabilities, cost, obligations, claims and demands imposed upon these entities by reason of the fact that they are the rightful Member or do not have full power to transfer the Membership at the moment of transfer (i.e. a lien or unpaid balance on financed purchase). The current transfer of Membership Fee is US\$100 and subject to change. 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 are not accepted. Forms are available on-property or can also be downloaded from The Aruban Resort website.

In order for The Aruban to complete the transfer of Membership, the following needs to be sent directly to the onsite Member Relations Department:

- Original Transfer of Membership Form duly signed AND notarized by all current Members (sellers) and new Members (buyers).
- The original share certificate and Membership identification cards.
- A copy of payoff letter if original contract was financed.
- A non-refundable transfer fee of US\$100. This fee can only be paid by credit card or cashier's check. Money orders or personal checks are not accepted.

A credit card authorization form for payment of Title Transfer fee can be down loaded from The Aruban website.

Once all of the requirements are met, the Transfer of Membership is processed within a time frame of approximately two weeks and the information of the new Member(s) will be sent by registered mail approximately two months after the Transfer of Membership has taken place. Registered mail from Aruba may take three to four weeks before it reaches the addressee.

The Transfer of Membership form is the official document stipulating the Membership information of the buyer and seller and is considered as a contract or agreement.

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) shown as co-Member(s) of the Timeshare. In case of Transfer of Membership of the Timeshare, the signature(s) of the original representative(s) is (are) required on the original representative(s) is (are) required on the transfer documents.

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

### **NAME ADDITION OR DELETION**

When adding or deleting names to or from the Membership due to marriage, divorce, death etc., there is a US\$100 charge to issue a new share certificate. In case of death of a Member, the Membership of the deceased, together with all the rights and obligations attached, pass on to his or her legal heir. Legal proof of heritage together with death certificate needs to be presented in order to obtain Membership. Detailed requirements are stipulated in Article 11 of the Articles of Incorporation.

In case of marriage or divorce, the necessary certificates need to be supplied, including the required signatures for the respective changes. Membership changes are processed by the Member Relations Department. Forms are available on-property and can also be downloaded from The Aruban website.

### **STOLEN OR LOST SHARE CERTIFICATES**

In case the Member loses his or her share certificate, Management can supply a copy of the original certificate that is kept on file. In case a Member cannot present the original share certificate for a change in Membership or a transfer of Membership due to theft, loss or destruction, he or she needs to present an official declaration or other satisfactory proof that the previously issued share certificate has been lost, stolen or destroyed. An 'Affidavit' form can be requested from the Member Relations Department to complete in case the Share Certificate cannot be presented to process a transfer of Membership.

## **SALES**

The Aruban Resort and Casino at Eagle Beach is actively selling vacation Memberships. For information on sales please contact +(297)-587-9000 ext.7194 or email [sales.1@thearuban.com](mailto:sales.1@thearuban.com).

## **MEMBERSHIP 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 Member Relations Department.

## **AUTHORITY**

A Member does not have any authority to act for the Cooperative Association nor the Resort by virtue of being a Member.

## **LIABILITY**

Neither the Cooperative Association, the Management Company, nor the Resort are liable for any Member's claim for entitlement of compensation as a result of discomfort or inconvenience due to the repair or renovation of certain Resort facilities during their stay.

## **UNIT SLEEPING CAPACITY**

Only the existing bedding may be used in your Unit(s).

- **F-Unit (1-bedroom):**
  - 1 king bed & 1 sofa bed
  - Sleeping capacity: 4 persons and exchanges for 4
- **G-Unit (1-bedroom):**
  - 2 double beds & 1 sofa bed
  - Sleeping capacity: 6 persons and exchanges for 4
- **H-Unit (2-bedroom):**
  - 1 king bed, 2 single beds, 1 sofa bed
  - Sleeping capacity: 6 persons and exchanges for 6
- **J-Unit (1-bedroom):**
  - 1 king bed & 1 sofa bed
  - Sleeping capacity: 4 persons and exchanges for 4
- **C-Unit in B&D building (1-bedroom) T11:**
  - 1 king bed & 1 sofa bed
  - Sleeping capacity: 4 persons and exchanges for 4
- **B-Unit in B&D building (2-bedroom) T12:**
  - 1 king bed, 2 twin beds & 1 sofa bed
  - Sleeping capacity: 6 persons and exchanges for 6
- **A-Unit in B&D building (3-bedroom) T13:**
  - 1 king bed, 1 double bed, 2 twin beds & 1 sofa bed
  - Sleeping capacity: 8 persons and exchanges for 8

## **VILLAS DUPLEX PENTHOUSES**

- **D&E Units (2-bedroom duplex penthouses) T22:**
  - 1 king bed, 2 twin beds & 1 sofa bed
  - Sleeping capacity: 6 persons and exchanges for 6
- **K-Units (3-bedroom duplex penthouses) T23:**
  - 2 king beds, 2 twin beds, 2 sofa beds
  - Sleeping capacity: 10 persons and exchanges for 10

## 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 Unit décor items. Upon arrival in the Unit, you need to review the existing inventory. 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 checkout, the Housekeeping Department will review the Unit inventory. If items are missing and or broken, you will be charged for them. The Resort does not provide sponges, paper towels, salt and pepper, coffee filters or coffee.

## MAINTENANCE WEEKS

Each Unit or suite has a specific week in the year that is not sold to Members. This week is designated for general maintenance and deep cleaning.

## RESORT 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. 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 visitors (not staying at the Resort) are not allowed to make use of the facilities (pool, gym, BBQ grills, tennis courts, etc.). Only registered guests whose names were given upon check-in can make use of the Resort facilities, provided they have valid ID cards issued at check-in. Management reserves the right to request non-registered guests to leave the property.

## SOME RESORT RULES & PROCEDURES

Members and guests will be charged for damages done to the Units and or the common areas.

It is not permitted to take your room towels to the beach or pool. Pool towels are available at the towel hut in the Court Yard.

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

Management reserves the right to limit the number of pool towels per guest. There will be a charge to your account for beach towels not returned at the towel hut, or for any lost beach towels. Pool towels **will not be issued to non-registered** Resort guests. Pool towels will not be issued to Members using the facilities outside of their week.

Management and Resort Security reserve the right to request your Membership Identification Card for verification, and they reserve the right to deny access to the Resort facilities if this is not available or not valid.

Smoking is not permitted in any of the units at The Aruban Resort and Casino, only on the balconies and patios.

Non-registered guests may not use the Resort's B.B.Q grills, washers and/or dryers.

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. If your Unit is not equipped with an iron and iron board, this can be requested from the Housekeeping Department.

For your own safety and to avoid unnecessary humidity build-up and possible mildew formation, we advise you to not turn off the air-conditioning thermostat, nor to leave your front door or patio porch door open more than necessary. Condensation can cause the floor to become wet and very slippery.

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

It is not permitted to surpass the Unit capacity with guests. Management reserves the right to request that excess guests vacate the Unit.

Each occupied Unit must have at least one adult of 18 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 to not disturb other Members and guests. Management reserves the right to evict Members and guests that do not comply with warnings due to disturbances of noise, bad behavior or not complying with the Rules and Regulations.

Management reserves the right to request from the Board 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, the Bylaws, the Membership guidelines, violate the Rules and Regulations of the Resort or repeatedly failed to comply with his or her financial obligations on time to their Cooperative Association or the Management entity.

If the Unit is left in an unacceptable and dirty condition, Members and guests will be charged for extra cleaning and/or damages.

Use of the accommodations and facilities associated with the Resort is limited solely to the personal use of the Members, their guests, exchangers, and renters. Resort accommodations and facilities are provided for recreational use only. Any use for commercial purposes is expressly prohibited, but not limited to resale of Fractional Interest(s). No "For Sale" or "For Rent" signs or other display or advertising shall be maintained or distributed on any part of the Common Areas and Furnishings or the units: the right to place and maintain such signs are especially reserved for the Developer.

Your Membership is applicable only for the specific Association that you are a Member of.

## **SWIMMING POOL RULES**

Members and guests are required to adhere to the swimming pool rules.

There is no lifeguard on duty. Swimming is at your own risk. Children must be toilet-trained if they are to use the pool. **No** diapers are allowed in the pool. Approved swim diapers can be obtained in the local supermarkets.

Children under 12 years of age must be accompanied and supervised by an adult.

Glass objects or food are not allowed in the pool.

Diving in the pool is not allowed.

No running in the pool area.

Exhibiting unruly conduct is prohibited in the pool or public areas.

Rafts are not allowed in the pool.

Management reserves the right to deny pool privileges at its discretion.

Persons under the influence of alcohol or drugs are not allowed to use the pool.

### **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 persons.

Due to health and security reasons, children under the age of 12 years are not allowed to use the spa.

Persons under the influence of alcohol or drugs are not allowed to use the hot spa.

Pregnant women or anyone with high blood pressure, diabetes, heart disease or similar conditions should not use the hot spa without their physicians' consent.

No glass objects or food are allowed in the hot spa.

Diving in the hot spa is not allowed.

Exhibiting unruly conduct is prohibited in the spa.

Rafts are not allowed in the spa.

Management and Resort Security Department reserve the right to deny minors access to the spa. 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. They have a First Aid station on property.

## **STAYING IN TOUCH**

### **RESORT ADDRESS & PHONE NUMBER**

J.E. Irausquin Boulevard 248  
P.O. Box 4251  
Oranjestad, Aruba, Dutch Caribbean

Tel: +(297)-587-9000 Fax: +(297)-587-1460

## **ADMINISTRATION OFFICE HOURS**

Monday through Friday, from 9:00 a.m. to 5:00 p.m. Aruba time.

## **VIP MEMBERSHIP SERVICES**

For more information regarding the special benefits of the VIP membership, please call +(297)-527-9165 or [owners.1@thearuban.com](mailto:owners.1@thearuban.com)

## **MAINTENANCE FEES**

Call +(297)-527-9156 / 9199 or email [members.1@thearuban.com](mailto:members.1@thearuban.com).

## **MONTHLY INSTALLMENTS OR ACCOUNT BALANCE**

For questions on monthly installments done through third party finance companies, please refer to the company that issued the financing at point of sale.

## **ADDITIONAL PURCHASES**

Contact your sales representatives in the Sales Office onsite: +(297) 527-9194, or email [sales.1@thearuban.com](mailto:sales.1@thearuban.com).

## **MEMBER RELATIONS**

Contact the Membership Relations Department for Maintenance Fee payments, Special Assessment Fee payments, Share Certificates, address changes and Title Transfers, call +(297)-527-9156 / 9199 or email [members.1@thearuban.com](mailto:members.1@thearuban.com).

## **RESEVATIONS**

Communicate with the Reservations Department for additional nights, in-house exchanges, reservations for week 53, one-time upgrades to a larger unit, bonus time and bonus weeks. Call +(297)-527-7132, or email [reservations@thearuban.com](mailto:reservations@thearuban.com)

## **MEMBERSHIP SERVICES**

To confirm your arrival, refer friends and family, or find out about special offers, please contact [reservation@thearuban.com](mailto:reservation@thearuban.com) or call 866-627-4171 or 877-298-5167.

## **GUEST SERVICES**

For island information, golfing, water sports, activities on and off property, dinner reservations, babysitting services, car rental information, wedding vows, flower arrangements, wine, champagne and fruit baskets, call (297) 587-9000 ext. 120 or fax (297) 587-1460 or e-mail to [hospitalitymgr@thearuban.com](mailto:hospitalitymgr@thearuban.com)

## **RESORT MANAGER**

Call +(297)-587-9000 Ext. 7110, fax +(297)-587-1460

## **NOTE:**

The Membership Guidelines and Resort Rules & Regulations will be updated from time to time without notice. Revisions will be posted on the website. Members are required to use that latest updated version. It can be obtained on-property and upon request, can be mailed.