



APES HILL

BARBADOS

# Membership Plan

Dated as of 7 Dec 2022

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# Definitions

The following words and expression used in the Membership Documents (as hereinafter defined) shall have the following meanings:

- a. **"Annual Fee"** means the fee payable annually to the Manager;
- b. **"Apes Hill Golf Resort and Community"** means the Apes Hill Development located at Apes Hill in the parish of Saint James in Barbados;
- c. **"Club"** means the Apes Hill Club;
- d. **"Club Facilities"** means the golf, racquet, fitness and clubhouse amenities stated at Section 2.1 as maybe amended by the Manager, in its sole discretion, from time to time;
- e. **"Entity"** means a company, partnership, trust or other form of legal entity;
- f. **"Initiation Fee"** means the fee payable to the Manager as a once only joining fee;
- g. **"Immediate Family"** means those individuals specifically included in the definition of Vertical Membership herein;
- h. **"Manager"** means Apes Hill Resort Inc., its successors or assigns to the management of the Club and the Club Facilities and includes any of the Manager's authorised employees or agents, where the context so permits;
- i. **"Member"** means an eligible person who has made an application for Membership which has been accepted by the Manager;
- j. **"Membership"** means (i) a Member's membership in a particular category of membership and the contractual relationship between the Member and the Manager;
- k. **"Membership Application"** means the Member's application to join the Club submitted by the Member to the Manager;
- l. **"Membership Card"** means the card given to a Member by the Manager for use at the Club and the Club Facilities;
- m. **"Membership Documents"** means the following documents:
  - (i) the Membership Application & Agreement;
  - (ii) this Membership Plan; and
  - (iii) the Rules and Regulations of the Club,as amended from time to time by the Manager, in its sole discretion;
- n. **"Membership Fees"** means the Annual Fee and all fees and charges applicable to a Membership;



- o. **“Rules and Regulations”** means the rules determined by the Manager regarding the use of the Club and the Club Facilities set out in the document entitled “Rules and Regulations”, a copy of which the Member acknowledges having received at the time of signing the Application;
- p. **“Significant Other”** means an individual with whom a Member has a romantic relationship for a period of at least two (2) years;
- q. **“Vertical Membership”** means a Member’s spouse or a Member’s Significant Other, the parents of a Member and the Member’s spouse or the Member’s Significant Other; the children of the Member and the Member’s spouse or the Member’s Significant Other; and the grandchildren of the Member and the Member’s spouse or Member’s Significant Other



# Club Facilities

## 2.1 OWNERSHIP AND OPERATION OF THE CLUB FACILITIES

The Club is a private membership club located at Apes Hill, St. James, Barbados on the famous west coast of Barbados which offers golf, racquet, fitness and clubhouse amenities (the "Club Facilities").

Members, their Immediate Families and guests are permitted to use the following Club Facilities pursuant to the Rules and Regulations of the Club:

- Golf Course Facilities – Eighteen (18) hole golf course with tee placements that will be a challenge to the low handicapper while creating an enjoyable golfing experience for all levels of player, a Par 3 short course including 19th hole and full-service food and beverage halfway house;
- Golf Performance Centre & Practice Facilities – A state of the art golf performance centre with covered and uncovered tees for the driving range, a custom fit studio biomechanics centre, coaching bay and indoor putting studio. Practice facilities include a driving range, practice chipping area and a putting green.
- Clubhouse –The clubhouse of approximately 18,000 square feet will be the social centre for the Club. It will feature an attractive dining area and bar where Members may gather, a concierge desk, a board room, a golf pro shop, sales office and locker rooms.
- Racquet Sports & Tennis Centre – Two (2) lit astroturf and sand tennis courts and eight (8) paddle tennis courts.
- Health & Fitness Facilities –The health centre will offer fitness equipment including the latest in weights and cardiovascular equipment as well as a bright and spacious activity space for yoga. There will also be an extensive system of nature walking trails which will wind throughout the property.
- Swimming Facilities - An exercise and recreational swimming pool with lounge decks, changing facilities, bathrooms, showers and towel service.

The aforementioned facilities are currently under construction and will become available for use by Members in the near future. The aforementioned list of facilities is not exhaustive and may be enhanced and/or amended by the Manager, in its sole discretion, from time to time.

## 2.2 CONTROL AND OWNERSHIP OF CLUB FACILITIES

The Club and the Club Facilities are solely owned by Apes Hill (Barbados) Inc. ("Apes Hill") and the Club is operated by the Manager.

## 2.3 RIGHT TO MAKE CHANGES OR SUSPEND ACCESS TO THE CLUB

The Manager may change the facilities offered by or at the Club either to (i) reflect changes to the relevant laws and regulatory requirements which govern the operation of the Club and/or the Club Facilities; and (b) to implement improvements to the property plant and equipment of the Club and the Club Facilities.

The Manager reserves the right to suspend all memberships and/or access to the Club where improvements are to be implemented either as required by relevant law or regulatory requirements or in the sole discretion of the Manager or due to adverse weather conditions that would affect the use of the Club and the Club Facilities.



# Memberships

## 3.1 OFFERING OF MEMBERSHIPS

Membership in the Club must be obtained through ownership of a property in the Apes Hill Golf Resort and Community.

Membership is not mandatory and it is the choice of the legal owner of the property whether to become a Member of the Club. Property owners will have a period of thirty (30) days from the date of the offer of membership by the Manager to either accept or decline the same.

Limited Memberships will be offered by invitation only to individuals who are deemed appropriate by the Manager, in its sole discretion.

## 3.2 MEMBERSHIP PRIVILEGES

All privileges to use the Club Facilities will be subject to the Membership Documents as the same may be amended from time to time upon the payment of the Initiation Fee, Annual Dues, fees and charges.

## 3.3 MEMBERSHIP CATEGORIES

The Club offers the following categories of membership:

- Primary Membership
- Secondary Membership
- Invitational Membership
- Honorary Membership

The Manager reserves the right from time to time to change the categories of membership which are available, to modify the membership privileges for each category of membership and to establish and modify the Rules and Regulations governing the use of the Club Facilities.

### **Primary Membership**

Each owner of a property situate in the Apes Hill Golf Resort and Community may choose to become a Primary Member of the Club. Should a property owner choose to become a Member of the Club, on a resale or other transfer of the property, the conveyance for the property shall reflect that membership of the Club is a right which must be transferred with the property.

Should a property owner choose not to become a Primary Member, the right to Primary Membership in the Club by virtue of ownership of a property in the Apes Hill Golf Resort and Community shall cease.

Should an owner own more than one (1) property in the Apes Hill Golf Resort and Community, then the owner is required to obtain membership in the Club for each property owned. If the owner owns two (2) or more contiguous properties upon which one (1) residence will be constructed, then that owner will be required to acquire one (1) Primary Membership.

Each Primary Member shall ensure that his/her/they/its membership is active at all times.

Subject to the payment of all applicable dues, fees and charges, Members are entitled to use the Club Facilities in accordance with the Membership Documents.



### **Secondary Membership**

The Manager may, in its sole discretion, issue a secondary membership in the event that there is more than one (1) individual and/or Entity entitled to ownership or occupancy of any property within the Community (the "Secondary Membership"). There shall only be one (1) Secondary Member allowed per lot and Secondary Members shall be entitled to the same privileges as Primary Members, whilst they are entitled to such membership.

Should an owner of a property in the Community, who is a Primary Member, rent their property to a tenant for a period of not less than twelve (12) months, the tenant may become a member of the Club. Tenants will be designated as Secondary Members. A tenant is only entitled to become a member of the Club, if the property owner is a Primary Member.

Annual Dues for Primary Members and Secondary Members will be prorated on the basis of the ownership interest or occupancy right of the Member.

### **Invitational Membership**

The Manager may, in its sole discretion, issue invitational memberships, which may be complimentary, or which may require the payment of all applicable dues, fees and charges. Invitational members are entitled to the use of the Club Facilities in accordance with the terms and conditions of the Membership Documents.

### **Honorary Membership**

The Manager may, in its sole discretion, issue Honorary Memberships to individuals deemed appropriate by the Manager. The Manager also reserves the right to waive the submission of any Membership Documents by Honorary Members.

## **3.4 NATURE OF MEMBERSHIP**

Membership only confers on a Member a non-proprietary, non-exclusive personal contractual right to use the Club Facilities subject to: (i) the membership privileges applicable to the relevant Membership category; and (ii) the Membership Document.

Membership does not confer on a Member: (i) any rights or interests in the Club or the Manager or any of their assets, including without limitation, any intellectual property; (ii) any right to share in or any expectation to receive any benefits, profits, assets or realisations of any business activities of the Club or the Manager, including the management of Memberships; or (iii) any right to participate in the management of the Club or the Manager, including the management of the Club Facilities.

Membership should not be viewed or entered into as an investment and no person obtaining a Membership should expect to derive any economic or financial profit or benefit from Membership. Members are encouraged to obtain independent advice on the terms of the Membership Documents.

## **3.2 AMENDMENTS TO MEMBERSHIP DOCUMENTS**

The Manager may change, remove, add to, alter or update any part of the Membership Documents at any time, in its absolute discretion, by giving seven (7) days' notice to the Member of the proposed change.

To avoid doubt, a change may include discontinuance of a membership category or adding a new category of membership.

The amended Membership Documents will bind the Member at the end of the seven (7) day notice period.



### 3.6 MEMBERSHIP HELD IN THE NAME OF A LEGAL ENTITY

Where a property is owned by an Entity, only the ultimate beneficial owner (the "UBO") of the Entity shall be deemed to be the member of the Club (the "Primary Member"). If the Entity has more than one (1) UBO, only one UBO shall be designated as the Primary Member. In the event, that the Entity wishes to designate another individual as the UBO, that individual must apply for membership in the Club and pay the Initiation Fee in order to be designated as the Entity's UBO and the Primary Member.

Where a property is owned by two (2) owners, only one (1) owner shall be designated as the Primary Member. The other owner shall be known as a "Secondary Member".

The Primary Member must submit the Membership Agreement together with the payment for the Initiation Fee and the Annual Dues to the Membership Office. The Manager will assess the application for membership on the same basis as which all applications for membership are assessed.

No person other than the Primary Member and his or her Immediate Family will be entitled to simultaneously use the membership.

The Entity and the Primary Member will be jointly liable to the Manager for all fees, dues and charges incurred by the Primary Member.

In the event of a sale or transfer of fifty percent (50%) or more of the legal and/or beneficial ownership of the Entity, the Entity shall notify the Manager of the said sale or transfer within fifteen (15) Business Days of the sale or transfer. Upon such sale or transfer, the Entity will be deemed to have resigned its membership in the Club and the Manager shall deem this a change of membership and the new beneficial owners of the Entity shall be required to submit a new application for membership to the Club and pay all fees associated therewith, including the Initiation Fee.

### 3.7 APPLICATION FOR MEMBERSHIP

Anyone who wishes to become a Member must:

- (i) make an application to the Manager in the approved form prescribed by the Manager;
- (ii) complete and submit the Membership Application & Agreement;
- (iii) submit payment, in the form prescribed by the Manager for the Initiation Fee and the Annual Dues.

The Manager may, in its sole discretion, waive the requirement for submission of a Membership Application for any candidate who is applying for membership.

### 3.8 REVIEW OF APPLICATIONS

The completed Membership Application will be reviewed and acted upon in the sole discretion of the Manager. The Manager may reject a Membership Application without giving any reason.

The Manager is entitled to investigate a candidate's suitability for membership and can include, but is not limited to, the candidate's credit history and a police background check. Should any investigation into a candidate's suitability for membership show that the candidate is a credit risk or has been convicted of a serious offence, as determined by the Manager or has been expelled from any other social club, then the Manager may determine, in its sole discretion, that such candidate is not suitable for membership.

No membership decision will be based on the candidate's race, religion, colour, disability, gender, marital status, national origin, citizenship or sexual orientation.

If the candidate's application for membership has been accepted, the Manager will notify the candidate of their acceptance.





A candidate will not be entitled to use the Club Facilities as a member or enjoy any of the privileges of membership until notice of acceptance is sent by the Manager. A candidate whose application for membership is not successful, will have the Initiation Fee and Annual Dues paid as part of the application process refunded by the Manager without interest thereon.

### 3.9 MEMBERSHIP INITIATION FEE

A candidate, who has been approved for membership, shall pay a non-refundable Initiation Fee in an amount and manner determined by the Manager, in its sole discretion from time to time, to acquire membership.

Should a candidate fail to pay the Initiation Fee, membership will not be granted to the candidate until the same is paid. The Manager reserves the right to rescind an offer of membership made to a candidate in such circumstances.

### 3.10 MEMBERSHIP YEAR

A membership year will constitute the twelve (12) month period which commences on the 1st day of January in any given year, and which ends on the 31st day of December in any given year unless the same is changed by the Manager, in its sole discretion.

### 3.11 COMMENCEMENT OF MEMBERSHIP

A Member's membership will commence on the date on which the Member is notified by the Membership Office of the acceptance of his/her/they/its Membership Application.

### 3.12 DURATION OF MEMBERSHIP

Membership will continue from the date of acceptance of membership until resigned or terminated in accordance with the provisions of this Membership Agreement.

### 3.13 RESIGNATION OF MEMBERSHIP

Invitational Members and Honorary Members are entitled to resign their memberships in the Club. In order to resign from membership, an Invitational Member or an Honorary Member must give the Manager prior written notice of his/her/their/its resignation but no later than the 1st day of January in any given membership Year. Such resignation will be effective on the last day of the billing period for the Membership Year in which the resignation was tendered. If an Invitational Member fails to give the required written notice of resignation on or before the 1st day of January, the Invitational Member will be liable for his/her/theirs/its Annual Dues for the coming Membership Year.

Primary Members are only entitled to resign their membership in the Club upon the sale or other disposal of their property in the Apes Hill Golf Resort and Community.

Notwithstanding the resignation of a Member, the Member and their Significant Other shall remain liable for any unpaid amounts due to the Manager.

A Member is not permitted to rescind their resignation, unless such rescission is approved by the Manager, in its sole discretion.

### 3.14 REINSTATEMENT OF MEMBERSHIP

If a former Member wishes to re-join the Club, the individual or entity will be required to submit the Membership Application & Agreement to the Membership Office, together with payment for:

- (i) the Reinstatement Fee; and
- (ii) the Annual Dues.

Being a former Member of the Club does not automatically entitle a former Member to membership in the Club should they wish to re-join the Club.



### 3.15 TERMINATION OF MEMBERSHIP

The Manager shall be entitled, in its sole discretion, to terminate a Member's Membership in the Club in any of the following circumstances:

- (i) if the Member fails to pay any and amounts due to the Manager on or before the due date. Termination of the Member's Membership shall not relieve such Member from liability for Annual Dues, fees and charges incurred prior to the date of the termination of his/her/theirs/its Membership, or for liability for all indebtedness owed to the Manager;
- (ii) for any serious breach of the Membership Documents and if the breach, which is capable of remedy, is not remedied within seven (7) days of the Manager notifying the Member of the same;
- (iii) failure to abide by the Rules and Regulations;
- (iv) any conduct by a Member, whether or not such conduct is the subject of a complaint by another Member or group of Members, which is in the sole opinion of the Manager, is injurious to the character, name or interests of the Club and/or the Manager;
- (v) a Member causes any nuisance or annoyance to other Members of the Club or any of the Club's employees; and
- (vi) providing any false or fraudulent information when submitting the Membership Application, the Membership Agreement or any documentation submitted to support the same.

If the Membership of a Member is terminated by the Manager, the Member will not be entitled to any refund of Annual Dues, fees or charges paid by the Member paid in advance by the Member. If the Member has not paid his/her/its Annual Dues, fees or charges in advance, the Member will be liable to the Manager for the outstanding balance of their Annual Dues together with any applicable fees and charges for the unexpired term of the Membership Year.

A Member whose Membership has been terminated will lose all Membership rights and privileges and will not, from the date of termination of his/her/its Membership, be entitled to access the Club Facilities and will be required to promptly return their membership card.

### 3.16 LEGAL SEPARATION OR DIVORCE OF A PRIMARY MEMBER

In the event of the divorce or legal separation of spouses, one of whom is a Primary Member or has Membership Privileges, the membership including all of its rights and privileges, shall vest in the spouse awarded the property in the Apes Hill Golf Resort and Community, either by the agreement of the spouses or by an order of the court in the relevant jurisdiction. Until such time as the Manager is advised of the determination of the ownership of the property, both spouses will be entitled to enjoy the privileges of Primary Membership PROVIDED THAT all amounts due to the Manager are paid. Both spouses will continue to be jointly and severally liable for all Annual Dues, fees and charges due to the Manager.

If the Manager is unable to ascertain which spouse is entitled to the ownership of the property in the Development within four (4) months after the date on which the dissolution of the marriage or union is finalised, the Primary Membership of such individuals will be deemed resigned by the Manager.

### 3.17 DEATH OF A MEMBER

In the event of the death of a Primary Member, if the Primary Member's Significant Other is also a legal and/or beneficial owner of the property in the Apes Hill Golf Resort and Community, the Primary Member's membership will be transferred to the Primary Member's Significant Other. Upon such a transfer, the deceased Primary Member's Significant Other will not be required to pay the Initiation Fee but will be required to pay the Annual Dues, and all fees and charges when the same are due. If the Primary Member's Significant Other is not a legal and/or beneficial owner of the property in the Apes Hill Golf Resort and Community, then the Resident Membership will be deemed resigned by the Manager. Such resignation will be effective immediately after the date of death of the Primary Member.



In the event of the death of an Invitational Member or an Honorary Member, his/her/their membership will be deemed resigned by the Manager. Such resignation will be effective immediately after the date of the death of the Invitational or Honorary Member.

## Payment of Dues, Fees, Charges and Assessments

### 4.1 PAYMENTS

Payment of Annual Dues, fees and charges are due and payable on or before the 1st day of January in the coming Membership Year. The payment of Annual Dues, fees and charges is a continuing obligation of a Member and shall not be abated or suspended by any closure of any or all of the Club Facilities, which is caused by any hurricane lightning earthquake flooding or other act of God, replacement, renovation or repairs of the Club Facilities or any other cause properly undertaken by the Manager.

The Manager may, in its sole discretion, pro-rate any of the Annual Dues which are to be paid by a member in any year.

### 4.2 FAILURE TO REMIT PAYMENT

If a Member fails to remit payment within thirty (30) days of the date of the invoice, the Manager shall have the right, at any time and in its sole discretion, to suspend or terminate the Member's Membership until all outstanding amounts have been remitted to the Manager.

Should the amount remain outstanding for a period of ninety (90) days or longer or there are repeated delinquencies on the part of the Member, the Manager may, in its sole discretion, terminate the membership of the Member. The Manager may pursue other remedies, in addition to the suspension or termination of a member's membership, including legal proceedings to recover sums owed by a Member. All expenses incurred by the Manager in respect of all costs, charges and expenses including, without limitation, legal fees (together with value added tax or any similar tax thereon) incurred by the Manager to recover sums owed by a Member.

Interest is payable at the rate of five (5%) percent per annum compounded annually from the date specified for payment until payment is remitted to the Manager. The Manager may, in its sole discretion, charge a Member a late fee in amount determined by the Manager from time to time.

### 4.3 NO OPERATING OR CAPITAL ASSESSMENTS

Except for the payment of the Initiation Fee, Annual Dues, fees and charges established by the Manager from time to time, a Member shall not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club Facilities. The Manager will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues which result from the operation of the Club Facilities.

### 4.4 FINANCIAL RESPONSIBILITY

Each Member shall be legally and financially responsible for his/her/their/its acts and omissions as well as those of the Member's Immediate Family and Guests.



#### 4.5 INVOICES

An invoice of the Member's monthly dues and any fees and charges incurred by the Member will be sent to the Member by the tenth (10th) day of each month and will be payable upon receipt. All amounts due will be automatically charged to the Member's credit card on file if payment is not remitted within thirty (30) days of the invoice date.

#### 4.6

##### **AUTHORISATION FOR PAYMENT**

Each Member shall authorise the Manager to charge any and all obligation incurred in connection with the Member's Membership against a credit card provided to the Manager for that purpose. Such charges specifically include but are not limited to Annual Dues, fees and charges.

## Family, Guest and Tenant Privileges

Only Members whose membership is active will be entitled to the privileges contained in this Section.

#### 5.1 FAMILY PRIVILEGES

Members of a Member's Immediate Family will be entitled to use the Club Facilities on the same terms and conditions as the Member.

A Member may designate an individual to be his/her/they/its Significant Other, subject to the approval by the Manager. A Member may not change his/her/they/its designation of his/her/they/its Significant Other more than once in any Membership Year.

The Manager may terminate, at any time, an individual's designation as a Member's Significant Other by giving the Member thirty (30) day's written notice of the termination.

A Member and his/her/they/its Significant Other shall provide all information reasonably requested by the Manager in connection with an individual's designation as the Member's Significant Other.

The Member and his/her/they/its Significant Other will be jointly and severally responsible for the payment of all fees and charges incurred by the Member's Significant Other.

#### 5.2 GUEST PRIVILEGES

Members may have accompanied or unaccompanied guests who will be entitled to use the Club Facilities.

All guests, whether accompanied or unaccompanied, will be required to comply with the Rules and Regulation at all times.

A Member shall be responsible for all fees and charges incurred by his/her/their/its guests, including but not limited to the daily guest fee, which has not been settled by the guest. A Member shall be liable, at all times, for any damage to the Club Facilities caused by his/her/they/its guest and is responsible for the conduct of his/her/their/its guests at all times when the guest is using the Club Facilities.

The Manager is entitled to limit the number of times a guest may use the Club Facilities during any Membership Year.



### 5.3 TENANT PRIVILEGES

Further to section 3.3, a Primary Member may designate an individual or Entity which is leasing the Primary Member's property in the Apes Hill Golf Resort and Community (the "Tenant") and where such lease is for a minimum period of not less than twelve (12) months the Tenant as a Secondary Member may use the Club Facilities on the same terms and conditions as a Primary Member. The Tenant's membership in the Club will be in addition to that of the Primary Member. A Tenant is only entitled to membership for a maximum period of three (3) years.

A Tenant must submit the Application for Tenant Privileges to the Membership Office together with payment for the applicable fees and charges that may be established by the Manager from time to time.

Each approved application for Tenant Privileges will be counted as one (1) membership for the term of the lease of the property.

The Primary Member will be responsible for all Annual Dues, fees and charges incurred by the Tenant. Should the Primary Member fail to remit any payment due, the Manager may, in its sole discretion, suspend or terminate the membership of the Tenant.

### 5.4 CAREGIVERS

Should a Member have a caregiver who will be accompanying the Member or a member of the Member's Family, the Member shall register such individual with the Manager. The Member shall provide the Manager with all information required by the Manager to register the Member's caregiver.

A Member will be responsible for the payment of any and all charges incurred but not paid by the registered caregiver. A Member shall be liable, at all times, for any damage to the Club Facilities caused by his/her/they/its registered caregiver and is responsible for the conduct of his/her/their/its registered caregiver.

