

## **Rules and Regulations of R G Valley Inn and Country Club, Inc.**

- Date:** August 1, 2015
- Corporation:** R G Valley Inn and Country Club, Inc., a Texas nonprofit corporation
- Corporation Address:** 95 Country Club Rd., Brownsville, TX 78520
- Covenants and Restrictions:** The Covenants and Restrictions of Country Club Estates, Sections 4, 5, 6, 7, 7A, 7B, 8, 8A, 8B, 8C, 9, 9A, 13 and 100 recorded in Vol. 870, Pg. 140 et seq., Official Records of Cameron County, Texas, and all recorded amendments thereto
- Definitions:** Capitalized terms used but not defined in these Rules and Regulations ("Rules") have the meaning set forth in the Covenants and Restrictions or Bylaws.

The Corporation adopts these Rules for the Country Club<sup>1</sup> (the "Country Club" or the "Corporation," as applicable), and records this document in the Cameron County Official Records to provide constructive notice of the Rules applicable to the Country Club.

### **General Rules**

1. All persons using the Country Club facilities shall abide by all Rules of the Country Club as they may be amended and posted from time to time.
2. The Country Club facilities shall be open on the days and during the hours as may be established by the Country Club. Areas of the Country Club facilities may also be closed for maintenance and repairs.
3. All persons must register in the golf shop before beginning play on any golf course.

---

<sup>1</sup> As described in the Covenants and Restrictions of Country Club Estates, Sections 4, 5, 6, 7, 7A, 7B, 8, 8A, 8B, 8C, 9, 9A, 13 and 100, recorded in Vol. 870, Pg. 140 et seq., Official Records of Cameron County, Texas.

4. Dining room activities for groups will be permitted only with the permission of the Country Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on Country Club property in any manner prohibited by state or local law. The Country Club reserves the right, in its sole discretion, to refuse service to any person when that person appears to be intoxicated.
6. All food and beverages consumed on the Country Club facilities must be furnished by the Country Club unless otherwise permitted.
7. Commercial advertisements shall not be posted or circulated on Country Club property nor shall solicitations of any kind be made on Country Club property or upon the Country Club's stationery without the prior approval of the Country Club. Other than as permitted in writing by the Country Club, no petition shall be originated, solicited, circulated or posted on Country Club property.
8. The roster or list of lot owners or other members of the Country Club shall not be used for solicitation or commercial purposes, or distributed to anyone other than the Corporation.
9. It is contrary to the Country Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Country Club. The Country Club facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Country Club.
10. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Country Club facilities, except with the permission of the Country Club.
11. Smoking is not permitted indoors in any of the Country Club facilities.
12. No fireworks are permitted anywhere on Country Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Country Club.
13. Firearms and all other weapons of any kind are not permitted on Country Club property at any time.
14. Use of the Country Club facilities may be restricted or reserved from time to time by the Country Club or Corporation.
15. The Corporation generally contracts with a third party management company for management of the Country Club. All service employees are under the supervision of the Country Club manager. Any employee not rendering courteous and prompt service should be reported to the management of the Country Club immediately.

16. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Country Club or its employees should be made in writing, signed and addressed to the Country Club manager.
17. Lot owners should not request special personal services from employees of the Country Club who are on duty or the personal use of the Country Club's furnishings or equipment that are not ordinarily available for use by lot owners.
18. Other members should not request special personal services from employees of the Country Club who are on duty or the personal use of the Country Club's furnishings or equipment that are not ordinarily available for use by other members.
19. The management personnel of the Country Club has full authority to enforce these Rules. Any infractions should be reported to the County Club management.
20. Violation of any of these Rules or conduct in a manner prejudicial to the best interests of the Country Club will subject the person in violation to disciplinary action, including fines.
21. The Country Club shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

### **Pool Rules**

The Corporation may establish pool rules from time to time. Pool rules established by the Corporation shall be posted beside the pool.

### **Country Club Dues and Assessments (collectively "Assessment(s)")**

1. Lot owners shall pay each Assessment by the due date on the statement for the Assessment.
2. Charges for late payment of an Assessment are as follows:
  - (a) A one-time \$10 late fee may be imposed for an Assessment not paid within ten (10) days of the due date.
  - (b) In the event an Assessment shall become delinquent and if such delinquency shall remain for a period of 30 days, then and in that event there shall be come due interest on such delinquent amount at the rate of 6% interest per annum from the end of the 30 day period.

- (c) In the event of the necessity of filing suit to collect any delinquent Assessments or to foreclose on the lien securing the Assessments, the delinquent owner shall be required to pay reasonable attorneys fees and costs of court.
- 4. Nonuse of the Country Club facilities does not relieve a lot owner from payment of Assessments.

**Charges for Violations**

- 1. The Corporation may impose Fines on lot owners or other members of the Country Club for violation of the Rules.
- 2. Monetary fines are as follows:
  - \$50 fine for the first violation;
  - \$100 fine for a second violation of the same offense;
  - \$500 fine for a third violation of the same offense; and
- 3. If the violations is in the nature of maintenance of a continuing condition on the Country Club facilities, an additional twenty-five dollar (\$25) per day fine for each day the violation continues beyond five (5) days after the Corporation gives written notice to the lot owner to remove the condition causing the violation.

**Application of Payments Received**

- 1. Payments received for obligations owed to the Corporation shall first be applied to interest owed on the obligations to the Corporation, then to the principal amount of the obligation..
- 2. Regardless of the amount of payment or notations on checks or other correspondence accompanying or representing payment, the Corporation shall apply any payment received to the oldest obligation, in the following order of priority:
  - (a) collection costs, including attorneys fees and court costs;
  - (b) fines;
  - (c) reimbursements owed by the owner/member to the Corporation;
  - (d) contractual obligations of the owner to the Corporation, including food and beverage charges;
  - (e) Country Club dues and assessments (“Assessments”).

**Amendments**

These Rules and Regulations may be amended from time to time by the Corporation, such amendments to be effective upon notice to the lot owners and other members of the Country Club through posting on the Country Club facilities and filing in the Cameron County Official Records.

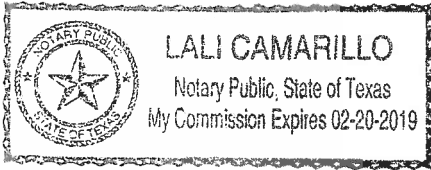
R G VALLEY INN AND COUNTRY  
CLUB, INC.

By: Isabel Treviño  
Printed Name: Maria Isabel Treviño  
Title: Authorized Director

**Acknowledgement**

THE STATE OF TEXAS           §  
COUNTY OF CAMERON         §

This document was acknowledged before me on this the 10 day of  
February, 2016, by Maria Isabel Trevino, the Authorized Director of  
R G VALLEY INN AND COUNTRY CLUB, INC.



  
NOTARY PUBLIC, STATE OF TEXAS