

Welcome to Membership in the Llano Grande Resort Club!

Facilities & Amenities included with your Membership:

Gated Community

High speed internet¹ (see footnote on pg 4)

Cable TV¹ (see footnote on pg 4)

Tropical Landscaped Grounds

Pond and Lake Walking Trails

3 Gazebos

2 Heated Swimming Pools

2 Hot Tubs / Spas

3 Laundries

Library

Multi-use rooms

Large Recreation Hall

12 Lighted Pickleball Courts

16 Shuffleboard Courts

Tennis Courts

Personal Customer Services

Computer / Business Room

Gym / Fitness Center

Pet Parks

Pet Wash

Planned Activities (bingo, dances, parties etc.)

Horseshoe Pits

RC Racetracks

Lapidary Shop

Art Studio

Wood Shop with tools*

Pool Hall

Quilting/Sewing Room*

Card & Craft Room

Automatic passage through gate security

(incl 2 vehicles, no code, swipe, or clicker required)

Monthly Activities Calendar

Bar & Lounge Area

The Facilities and Amenities listed are not guaranteed to be available at all times, may be impacted by maintenance or breakdown, and may be subject to seasonal operations.

^{*}Some Facilities and Amenities subject to certain limitations

Resort Membership Application and Agreement

Llano Grande Resort Membership Club (the "Club")



MEMBERSHIP APPLICATION		
Applicant's Name:	Co-Applicant Name:	
Driver's License Number:	Driver's License Number:	
Birth Date:	Birth Date:	
Telephone:	Telephone:	
E-mail Address 1:	E-mail Address 2:	
Resort Address:	GCRS North OSD Other O	
Out of Town Address:		

MEMBERSHIP CATEGORY - OWNER
TERM - ANNUAL
EFFECTIVE DATE:
MEMBERSHIP DUES PAYMENT:
ANNUALLY
MONTHLY



Annual Membership Dues January 1, 2025: \$2,606 when paid monthly, or single payment of \$2,450.00

Annual membership dues may be paid in monthly installments of \$217.16. Annual Membership dues are prorated from the first of the month of the Effective Date until the end of the calendar year, and then renewed each January 1st thereafter. Annual Payments may be made by check or through the online payment portal, monthly payments may only be made through the online payment portal.

MANAGEMENT AND OWNERSHIP:

The Llano Grande Resort Membership Club ("the Club") and all its Facilities and Amenities are owned and operated by Llano Grande MHRV LLC (the "Company").

APPLICANT:

The Applicant and Co-Applicant (if any), submit this application for membership subject to acceptance by the Club, which such acceptance shall be in the Club's sole and absolute discretion. Applicant and Co-Applicant (if any) shall both reside at the same address within the Resort. Applicant hereby agrees to pay the membership dues, including any applicable sales or other taxes, fees or additional costs as described herein.

PAYMENT OF DUES, FEES AND CHARGES:

Members paying monthly shall remit their membership dues on or before the first of each month and a late fee of \$25 will be assessed for any late payments received after the 5th of the month. Note – the late fee is separate from and in addition to any other late or other fees that may be assessed to Member arising from their ownership or occupancy in the Resort.

Membership dues that are more than 30 days in arrears will result in the cancellation of Membership.

INITIAL TERM:

The initial term commences on the Effective Date and continues through December 31st of the year following the Effective Date, unless sooner terminated in accordance with the provisions of this Agreement.

RENEWAL TERM:

This Agreement will automatically renew annually, unless sooner terminated in accordance with the provisions of this Agreement. A Renewal Term commences on the first day of January of each year unless the Member, at least thirty (30) days prior to the expiration of the Initial Term, or any Renewal Term, as applicable, notifies the Club that Member is ending this Agreement at the expiration of the then current Term. The payment for each Renewal Term will be the Payment established by the Club for the successive term, which shall be based on CPI with an annual minimum increase of 3% and maximum of 7% through December 31, 2027.

MEMBERSHIP:

By becoming a Member of the Club, the undersigned acknowledge and agree to abide by the terms and conditions set forth in this Membership Agreement which grants access to the Club Facilities & Amenities as detailed herein. It is understood that such access is subject to the prevailing Rules and Regulations of Llano Grande Resort & Golf Club, which may be modified periodically. The undersigned further acknowledges that membership in the Club does not represent an investment in the company, Club Facilities, or any associated entity or property. Additionally, membership does not confer any vested or prescriptive right or easement to utilize the Club Facilities & Amenities, nor does it constitute an equity or ownership interest in the Company or the aforementioned facilities. By executing this Membership Agreement, the undersigned only obtains a revocable license to utilize the Club Facilities & Amenities in accordance with the terms and conditions outlined herein, as well as any amended Rules and Regulations. Furthermore, all rights and privileges granted to Members under this Membership Agreement and the Rules and Regulations are subject to the lien of any mortgage encumbering the Club Facilities & Amenities, which may be subject to periodic modifications. No voting rights are granted to members, all authority to operate the Club is held by the Company.

Member may invite up to two (2) guests to use Club Facilities and Amenities provided that the guest has registered with the resort, the guest is not an owner of a lot within the Llano Grande Resort and Golf Club, and the Member accompanies the guest(s) at all times. Member takes responsibility for actions and behavior of the guest(s) and accepts liability for guest(s) actions, without limitation. If Member's guests are observed using the Club Facilities and Amenities outside the presence of the Member, the guests will be asked to leave, and any repeated instances of such actions may result in the revocation of the Member's membership in the Club.

Member acknowledges that the Club Facilities and Amenities are subject to capacity limitations, and to days and hours of operation limitations, and Member hereby agrees to the Club's enforcement of such limitations.

The Club reserves the right, in its sole discretion, to terminate or modify the Rules and Regulations (with at least 30 days advance notice), to reserve memberships, to sell, lease or otherwise dispose of Club Facilities in any manner whatsoever and to any person whomsoever, to add, issue, modify or terminate any type, category or class of membership, to revoke or cancel any membership, to discontinue operation of any or all of the Club Facilities and Amenities, and to make any other changes in the terms and conditions of the membership or the Club Facilities and Amenities.

If any Member or guest damages or removes Club property, creates a hazard, causes a disturbance to others, is belligerent, aggressive or threatening to any Club member, guest, employee or agent, their Membership may be immediately terminated by the Club upon written notice.

Any Member whose membership has non-renewed or terminated may submit a written request for reinstatement. The request for reinstatement may be granted, in the sole and absolute discretion of the Club, upon Member paying all amounts that would have been due since non-renewal, cancellation or revocation, plus a reinstatement fee of one-hundred dollars (\$100.00).

In the event of termination of the Membership or the discontinuance of operation of all or substantially all of the Club Facilities, the Club will refund the membership fees prorated from the end of the month said termination is effective.

Applicant acknowledges that membership dues are not refundable except as otherwise provided herein. In the event Member sells their lot, the dues will be prorated and refunded from the end of month that the sale closes and the Club is notified with a copy of the closing document.

The interruption or malfunction of any Club Facilities or Amenities is not an event of default by the Club under this Agreement, and Member has no right of off-set or recoupment for any interruption or malfunction of any Club Facilities or Amenities under any circumstances.

The Club reserves the right to temporarily close facilities or suspend services associated with Club Facilities as deemed necessary to perform maintenance, repairs and/or replacement (to the extent required under this Agreement) of such facilities or services.

If any court of competent jurisdiction determines that any part of this Agreement is invalid or unenforceable, that determination shall not affect the validity or enforceability of any other provision of this Agreement.

This Membership Agreement has been made in Hidalgo County, Texas and shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without giving effect to principles of conflicts of law.

If any legal action is necessary to enforce the terms of this Agreement, each party shall pay their own attorney's fees, and no court or arbitrator may award such fees.

This Agreement may be amended by the Club upon written notice to the Member.

The Club does not discriminate on the basis of race, color, national origin, religion, sex, disability, or other state or federally protected class.

High Speed Internet and Cable TV ("E-Services) are provided and included in the Membership Fee and may not be purchased separately. E-Services provided by the Club rely on the uninterrupted use of cables and equipment which may be under the control of others. The Club's loss of use of said equipment, for whatever reason, will result in the loss of E-Services. In such event, this agreement is automatically modified to remove the E-Services from the Amenities listed without a change in the Membership Fee. Should a dispute arise related to the charge and use of E-Services, the agreed value of such services shall be one dollar (\$1.00)

ACCEPTANCE OF RISK

I hereby acknowledge that the use of the Club Facilities and Amenities and any privilege or service incident to membership is undertaken with knowledge of risk of possible injury or death. I hereby accept any and all risk of death or injury to myself, my family members, and guests, which may be sustained while using any Club Facilities or Amenities or while involved in any event or activity incidental to membership in the Club or for any claim which may be made due to any act, incident, accident or occurrence anywhere within the property of Llano Grande Resort and Golf Club, including, without limitation, the pools, golf course, event center, lakes, ponds, pathways, etc. I agree to indemnify, release, hold harmless, and defend Llano Grande MHRV, LLC, a Delaware limited liability company (the "Company") doing business as the Club, any manager of the Company, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, and agents arising from the use by such persons of Club Facilities and Amenities, its properties or surrounding areas; provided, however, that this indemnity shall not apply to personal injury caused by the Club's gross negligence or willful misconduct. Member also acknowledges that the Company is not responsible for loss or damage of personal belongings of Member, Member's family members and Member's guests brought to, or left at, the Club Facilities.

ACKNOWLEDGMENT

I hereby acknowledge receipt of Llano Grande Resort Membership Club Agreement and the Llano Grande Resort & Golf Club Rules and Regulations, that I have read and understand them, and agree to be bound by the terms and conditions thereof as may be amended from time to time by the Club or Company. I further acknowledge that I am not relying on any oral representations in acquiring membership in the Club. I acknowledge that the Club reserves the right, in its sole discretion, to revoke or cancel any membership. In the event of revoked or canceled membership, the affected member will be entitled to a refund of the membership fees paid prorated from the end of the month the membership was revoked or cancelled through the end of the then applicable term.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

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CO-APPLICANT/MEMBER:

Date:	_ Signed:		Date: _	
_	Print name: _			
	Date:	 	Date: Signed: Print name:	

The Membership Agreement (Resort Agreement 1-2025) is amended as follows:

Amendment 1 - 12/19/2024

Notwithstanding anything contained in the Agreement to the contrary, the Membership Agreement is for a 1-year period from the 1st day of January through the 31st of December, except the Initial Term for new lot owners or lessors.

A member may choose to pay 12 monthly installments as described in the Agreement, in which case Member promises to pay all installments. A member who fails to pay the entire amount due for the Annual membership, or except for reasonable cause as determined by the resort, ceases to pay their monthly installments, will have their membership terminated. A terminated member may reapply for the remainder of their annual membership by paying any amounts due for that term, plus a reinstatement fee of \$100. The resort reserves the sole and absolute discretion to reinstate the membership.

A Member shall not be required to renew their annual membership and may reapply for membership at a later time without penalty. A previous Member who has not been a member and not used resort facilities or amenities for 12 consecutive months or longer, may reapply for membership and their Initial Term shall be prorated to December 31st.

NOTICE OF CANCELLATION

DATE OF TRANSACTION:
NAME OF MERCHANT: LLANO GRANDE MHRV, LLC
ADDRESS OF MERCHANT: 2215 EAST WEST BOULEVARD, MERCEDES, TEXAS 78570
YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN
THREE BUSINESS DAYS FROM THE ABOVE DATE.
IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE
CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE
RETURNED WITHIN 10 BUSINESS DAYS FOLLOWING RECEIPT BY THE MERCHANT OF YOUR
CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE
TRANSACTION WILL BE CANCELLED.
IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE MERCHANT AT YOUR RESIDENCE,
IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED
TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY IF YOU WISH, COMPLY WITH THE
INSTRUCTIONS OF THE MERCHANT REGARDING THE RETURN SHIPMENT OF THE GOODS
AT THE MERCHANT'S EXPENSE AND RISK.
IF YOU DO NOT AGREE TO RETURN THE GOODS TO THE MERCHANT OR IF THE MERCHANT
DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF
CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER
OBLIGATION.
TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS
CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO LLANO GRANDE MHRV,
LLC, AT 2215 EAST WEST BOULEVARD, MERCEDES, TEXAS 78570 NOT LATER THAN MIDNIGHT OF
I HEREBY CANCEL THIS TRANSACTION.
BUYER'S SIGNATURE
DATE:
BUYER'S SIGNATURE
DATE: