



Rules & Regulations

1. Purpose & Scope

These Rules & Regulations are designed to preserve the exclusivity, safety, and enjoyment of our community. They complement the governing HOA and Condominium regime documents and apply to all owners, guests, and service providers within the Residences Program.

2. Enforcement & Compliance

To maintain the highest standards, Viceroy Residences, acting as the Residences Program Administrator, oversees compliance with these guidelines. In cases of non-compliance, measures may include reminders, written notices, service restrictions, fines, or suspension of future stay rights. Owners are responsible for ensuring their guests and service providers also follow these rules.

3. Owner Usage & Reservations

Requests should be sent to **guillermo.mendoza@viceroy.com**, **loscabos.reservations@viceroy.com**, and **monserrat.nava@viceroy.com** with contract number, names, dates, and residence preference. Confirmations are provided within five business days. Changes must be requested at least 30 days prior to arrival, and unused weeks cannot be carried out over to future years.

4. Arrival & Departure

Check-in begins at 4:00 PM and check-out is by 12:00 PM. Early or late arrivals and departures may be arranged with the Concierge, subject to availability and applicable fees.

5. Housekeeping & Maintenance

Residences are serviced to ensure the highest quality standards. Mid-stay cleaning is required for stays of four nights or longer and is scheduled automatically after the third night. Check-out cleaning is mandatory for every stay. Each residence also undergoes a professional deep clean once per year.

For hygiene and community standards, trash must be properly bagged and placed in the authorized designated bins, and must never be left in hallways, balconies, or common areas. Upon request, the Residences team may assist with trash pickup from the residence. Owners and guests may also dispose of properly bagged trash directly in the authorized bins.

This trash pickup service is intended for regular residential use during stays. Trash, debris, or excess waste resulting from events, gatherings, external vendors, renovations, special services, or unusual use may be subject to additional charges.

6. Pet Policy

Pets are welcome within the community, provided they are approved in advance by the Residences Management Team. A maximum of one pet per family is permitted. Any additional pets must be approved in advance and may result in additional cleaning charges to ensure the residence is properly prepared for the next owner or guest. All pets must remain under the owner's control at all times and must be kept on a leash while in any common, outdoor, or shared areas of the property. Pets may not roam freely or create any condition that affects the safety, comfort, cleanliness, quiet enjoyment, landscaping, gardens, planters, or overall landscape design of the property.

Owners are responsible for the immediate clean-up and proper disposal of any pet waste. Pets must not cause excessive noise, disturbances, damage, or disruption to the community environment. Any damage, additional cleaning, odor treatment, disturbance, landscape repair, or operational impact caused by pets will be charged to the responsible owner. Residences Management reserves the right to restrict or revoke pet privileges in cases of repeated non-compliance, unsafe behavior, nuisance, or any conduct that affects the safety, comfort, or enjoyment of the community.

7. Quiet Enjoyment

To preserve the serenity of the residents, quiet hours are observed **Sunday through Thursday from 10:00 PM to 8:00 AM, and Friday through Saturday from 11:00 PM to 8:00 AM.** Excessive noise or disturbances are not permitted, and management may intervene if necessary to protect the comfort of all.

8. Guest & Third-Party Responsibility

Owners are fully accountable for the behavior, access, and services provided by their guests, service providers, and any external vendors entering the property or residence.

All external vendors must be pre-approved by the Residences Management Team, present a valid official ID upon arrival, and sign a Third-Party Waiver Form prior to providing any services. This requirement applies to all third-party service providers, including but not limited to spa therapists, massage providers, hairdressers, nail technicians, beauty service providers, babysitters, childcare providers, medical staff, private nurses, chefs, decorators, event vendors, maintenance providers, delivery personnel, or any other external service provider requested by the owner or guest.

All vendors must also provide valid insurance and any other documentation required by the Residences Management Team. Vendors unable to present valid insurance or required documentation will not be allowed access, in compliance with applicable Mexican regulations. This process is intended to protect owners, guests, the community, and the property by ensuring that services are provided by properly registered and insured vendors.

Owners should be aware that allowing unregistered, uninsured, or non-compliant service providers to perform activities within the residence may create legal, labor, liability, or operational exposure for the owner, including the potential risk of being considered responsible for services performed inside the unit. Babysitters, childcare providers, medical staff, and any personal service providers must also be registered in advance, present valid official identification, provide valid insurance when applicable, and complete the waiver process before access is granted.

9. Hotel-Exclusive Areas & Services

Owners and their guests may have access to certain hotel-exclusive areas and services, including pools, gym, cinema, restaurants, Kids Club, concierge, and valet services, subject to the schedules, availability, rules, and access procedures established by the Hotel and coordinated through the Residences Management Team.

Hotel-exclusive areas are intended for authorized use only and may not be reserved, occupied, or used for private events, gatherings, or commercial activities unless expressly approved in advance by the Hotel and the Residences Management Team.

10. Utilities

Utilities are included as part of the Property Management Fee for each residence. In order to maintain fair and responsible use of utilities, owners and guests are kindly asked to use electricity, water, gas, air conditioning, and other utility services responsibly during their stay.

Your cooperation helps control overall operating costs and supports the long-term sustainability of the residences program. Excessive or unreasonable utility consumption may result in additional charges if it exceeds regular residential use or creates an unusual cost impact for the residence.

11. Security & Emergencies

For immediate assistance, dial “0” from your residence phone. The security team is available 24/7. Property access is controlled by RFID key systems, and each residence includes an in-room safe for the secure storage of valuables.

Owners and guests are responsible for safeguarding their personal belongings at all times. The Residences, Hotel, and Management Team are not responsible for items left unattended in residences, terraces, vehicles, hotel-exclusive areas, common spaces, or any other area of the property. All valuables, including jewelry, cash, passports, electronics, and important personal items, should be placed in the in-room safe or safety deposit box when not in use.

As the property is located in a hurricane-prone area, owners and guests are encouraged to take additional precautions during storms, tropical weather, or hurricane alerts. As a best practice, personal belongings should be secured and placed on high ground or in a safe location to help reduce the risk of water, wind, or storm-related damage.

While your residence is intended to feel like your home away from home, owners and guests are encouraged to maintain appropriate personal insurance coverage for personal belongings, missing items, storm-related damage, and personal liability. Personal liability insurance is also recommended to help protect owners from potential claims, damages, or incidents involving themselves, their guests, service providers, or invitees.

In the event of an emergency, owners and guests are asked to remain calm, follow staff instructions, and provide any relevant medical information to assist first responders.

12. Violations & Penalties

To maintain community standards, violations may result in written notices, service restrictions, fines, or suspension of privileges. Owners will always be notified in writing regarding the nature of any violation and corresponding action. Repeat or serious violations will result in progressively stronger measures.

13. Parties & Gatherings

Private enjoyment within the residences is encouraged; however, all gatherings must respect the peaceful and exclusive atmosphere of the community. The maximum size of any gathering shall not exceed double the unit's standard occupancy, calculated as two persons per bed within the residence. Events must be limited to the owner's residence or private terrace. Common areas, including pools, gym, cinema, restaurants, and other shared spaces, may not be used or reserved for private functions.

Quiet enjoyment hours must be respected during any gathering. Music, entertainment, and overall noise levels must comply with established quiet hours and community standards. Any violation of these requirements may result in fines or charges in accordance with this document and the applicable rules and regulations.

Any external vendors must be coordinated through the Concierge in advance and are subject to applicable waiver, access, and insurance requirements. Owners are fully responsible for the conduct of their guests, as well as any damage, additional cleaning, staffing, fines, or operational support required as a result of the gathering.

For special occasions, the Residences team will be pleased to assist in arranging curated in-residence experiences that reflect Viceroy's luxury standards.

14. Food & Beverage Policy

To protect the quality of the resort experience, outside food, beverages, and alcohol are not permitted in common areas, pool decks, or other shared spaces. Such items may only be consumed within the privacy of a residence or terrace. All food and beverage service in shared spaces must be provided by Viceroy's restaurants, bars, or approved catering services.

15. No Smoking Policy

To protect the quality of the resort experience, outside food, beverages, and alcohol are not permitted in common areas, pool decks, or other shared spaces. Such items may only be consumed within the privacy of a residence or terrace. All food and beverage service in shared spaces must be provided by Viceroy's restaurants, bars, or approved catering services.

16. Damages & Liability

Each residence represents a shared investment in quality and comfort. Any damage during a stay will be charged directly to the owner of the reservation. In the event of major damage that is not resolved, all co-owners of the same unit type will be informed for transparency and collective awareness. To help us maintain residences in pristine condition, owners are encouraged to report minor issues promptly for timely preventive action.

17. Speed Limit on Property

For the safety of all residents, guests, and staff, the maximum speed limit within the property is **10 kilometers** per hour. All owners, guests, and vendors must comply.

18. Visitor Access

To ensure security and privacy, all external visitors or friends of owners must enter exclusively through the lobby. Access must be pre-registered with the Residences Concierge prior to arrival. Guests arriving without prior notification may be delayed or denied entry until authorization is received.

19. Food Delivery Policy

External food delivery vendors are not permitted inside the property. For legal, safety, and operational reasons, the Residences, Hotel, and Management Team are not able to interfere with, receive, handle, inspect, or assume responsibility for the delivery chain of any food or beverage products that are not prepared, provided, or coordinated by Viceroy staff.

Owners and guests who choose to order from outside restaurants or third-party delivery services must personally collect their orders at the main security gate. Only food and beverage services provided or coordinated through Viceroy may be delivered directly to the residences.

20. Pool & Fitness Facilities

Pool and gym areas are for shared enjoyment. Loungers and equipment may not be reserved, and belongings left unattended may be removed by staff. Proper swimwear and fitness attire are required at all times.

21. Children's Supervision

Children under 12 must be supervised by an adult at all times while in pools, gyms, and common areas.

22. Parking Regulations

Each residence includes valet service for one vehicle. Oversized vehicles or additional cars must be registered with the Concierge in advance.

23. Drone & Photography Policy

Drone usage is not permitted within the property without prior written authorization. Professional photography or filming also requires prior approval from the Residences Management Team.

24. Balcony & Terrace Safety

It is not permitted to throw objects, hang items, or place decorations over balcony or terrace railings.

25. Exterior Signage & Decorations

Exterior signage, decorations, or flags are not permitted without advance approval from Residences Management to maintain architectural integrity and aesthetics.

26. Garbage & Recycling

All trash must be bagged and disposed of in designated collection areas. Where recycling programs exist, owners and guests are expected to comply with separation guidelines.

27. Subletting & Unauthorized Use

Residences may not be sublet or rented through platforms such as Airbnb, VRBO, or similar services. Rental is only permitted once the owner has signed a **Fractional Rental Management Agreement with Viceroy Residences**, ensuring compliance with brand standards.

28. Owner Insurance Responsibility

Owners are strongly encouraged to maintain personal liability insurance covering damages to other residences, personal belongings, hotel-exclusive areas, or common property caused during their stay, including incidents such as flooding that may impact neighboring units. Proof of coverage may be requested by management when applicable.

29. Deliveries & Large Items

Deliveries of furniture, appliances, or oversized items must be scheduled with management in advance. A delivery fee may apply, which may increase based on size and complexity. Deliveries must occur within approved hours and under staff supervision.

30. Private Contractors

Private contractors hired by owners (e.g., housekeeping, decorators, maintenance) must comply with Mexican labor laws, provide valid insurance, and sign the required waiver before entering the property. They must also receive approval from Residences Management.

31. Use of Discounts

Owner discounts at restaurants, bars, and the spa are exclusive and may only be used when the owner is present and in residence during their stay. Discounts may apply to a maximum of two rooms, including the residence or room where the owner is staying.

Discounts cannot be extended to outside guests if the owner is not in residence and may not be transferred, assigned, or used by guests independently. Owner discounts do not apply to special events, private events, group functions, catering, or any other experiences or services specifically excluded by the Hotel or Residences Management Team.

32. Force Majeure & Weather Conditions

Unused weeks resulting from hurricanes, storms, or other weather-related events cannot be credited, refunded, or rolled over to future years.

33. Storage Policy

Designated storage areas are available for owners. Hazardous or dangerous items such as gasoline, propane, flammable liquids, explosives, or weapons are strictly prohibited. Storage is limited to 30 kg / 66 lbs per owner. All items must fit inside the assigned storage bin, which must remain closed.

Items may not be left outside bins. If additional space is required, owners may request an extra bin at a cost of \$100 USD, delivery fee not included. Management reserves the right to deny storage of unsafe items. The Residences team is not responsible for loss or damage; owners are encouraged to insure personal belongings.

34. Inventory, Furnishings & Alterations

Owners may not remove, replace, or modify furniture, appliances, artwork, linens, or décor without prior written approval from Residences Management. Any approved changes must comply with Viceroy brand standards. Unauthorized alterations or removal of property will be restored at the owner's expense.

35. Maintenance Access & Unit Entry

Management and authorized vendors may enter residences for preventive maintenance, inspections, or emergency repairs with reasonable notice, or immediately in case of urgent situations (e.g., water leaks, electrical risks, safety concerns). Owners agree to grant access when required to protect the integrity of the property and neighboring units.

36. Reporting of Issues & Preventive Care

Owners and guests must promptly report any maintenance concerns, water intrusion, electrical issues, HVAC irregularities, or safety hazards. Failure to report issues that result in preventable damage may result in charges to the owner for resulting repairs.

37. Key, Access Card & Lock Policy

Lost or unreturned keys, RFID cards, or access devices will incur a replacement fee. Duplication of keys or access devices is strictly prohibited. Access credentials may not be shared with unauthorized individuals.

38. Internet, TV & Technology Use

Internet, cable, and in-room technology systems are provided for standard residential use. Commercial use, network modifications, installation of additional routers, or tampering with equipment is not permitted without prior approval from Residences Management.

39. Fire Safety & Prohibited Equipment

Open flames, candles, incense, portable grills, space heaters, or any cooking devices outside designated kitchen areas are strictly prohibited. Fire alarms, sprinklers, and safety equipment may not be disabled, covered, or tampered with under any circumstances.

When cooking inside the residence, owners and guests are asked to properly ventilate the kitchen and surrounding areas to help prevent smoke buildup and avoid the activation of false fire alarms. Any false alarm, damage, response cost, or operational impact caused by improper cooking practices, smoke, or tampering with safety equipment may result in additional charges.

40. Water Usage & Leak Prevention

To protect the building and adjacent residences, owners and guests must not leave water running unattended on terraces, tubs, sinks, or balconies. Any damage caused by water overflow, flooding, or improper use will be charged to the responsible owner.

41. Insurance Claims & Incident Documentation

In the event of an incident that may require insurance involvement (e.g., flooding, fire, structural damage), owners must notify Residences Management immediately. All claims must be documented through management before any third-party assessments or repairs are initiated.

42. Package Handling & Personal Shipments

Personal packages must be pre-registered with the Residences Department. Management is not responsible for lost, delayed, or damaged shipments. Refrigerated, perishable, or hazardous materials may be refused.

43. Environmental & Sustainability Practices

Owners and guests are expected to follow sustainability practices including responsible water use, energy conservation, and waste separation. Management reserves the right to implement additional eco-initiatives in alignment with brand standards.

44. Temporary Closures & Operational Changes

Certain amenities, services, or areas may be temporarily unavailable due to maintenance, renovations, weather conditions, or safety requirements. Such closures do not entitle owners to compensation, refunds, or replacement usage.

45. Communication & Official Notices

All official notices, policy updates, and fee adjustments will be communicated via email or official owner portals. Owners are responsible for maintaining current contact information with Residences Management.

46. Interpretation & Amendments

Residences Management reserves the right to interpret, amend, or update these Rules & Regulations as operational needs evolve. Any updates will be communicated in writing and will become effective upon issuance.

47. Unit Capacity & Occupancy Limits

To ensure comfort, safety, and the preservation of each residence, occupancy is limited to **two (2) persons per designated bed per unit**. Sofa beds are considered sleeping accommodations and therefore count as a bed for capacity purposes.

For sofa beds, the following additional restrictions apply:

- A maximum of **one (1) adult** may use a sofa bed, or
- Up to **two (2) minors under the age of twelve (12)** may share a sofa bed.

Any person **twelve (12) years of age or older** is considered an adult for occupancy purposes. Exceeding the permitted capacity is not allowed and may result in denial of access, service restrictions, additional charges, or suspension of usage privileges. Owners are fully responsible for ensuring that all guests comply with occupancy limits.

For families traveling with infants, **one (1) crib may be provided per unit at no charge**, subject to availability. **Any additional crib will be subject to a fee of USD \$25 per day per crib**. Requests must be made in advance through the Residences Concierge.

These Rules & Regulations reflect our shared commitment to preserving the quality, integrity, and exceptional lifestyle of the Viceroy Residences community. By respecting these guidelines, owners and guests help ensure a safe, harmonious, and elevated experience for all.

Residences Management reserves the right to enforce, interpret, and update these policies as operational needs evolve and in alignment with governing documents and brand standards. Any updates will be communicated in writing and will become effective upon issuance. We appreciate your cooperation and partnership in maintaining a community defined by respect, responsibility, and refined living. The Residences team remains at your service for any questions, clarifications, or special arrangements.