

# **Monarch Grand Vacation Owners Association**

## **Amended and Restated Rules and Regulations June 2022**

**MONARCH GRAND VACATIONS ASSOCIATION**  
**Amended and Restated Rules and Regulations**  
**June 2022**

The following Rules and Regulations have been established for the benefit of all Vacation Plan Owners in Monarch Grand Vacations (MGV) and are subordinate to the Master Declaration of Restrictions and Bylaws of Monarch Grand Vacations (the "Declaration") and, in the event of a conflict between the Declaration and these Rules and Regulations, the Declaration shall control.

Use of any Monarch Grand Vacations resorts (collectively the "Resort"), is subject to the governing documents of the individual Resort. In the instance of any conflict between the Resort governing documents and these Rules and Regulations, those of the Resort shall control.

**Section 1. DEFINITIONS**

The capitalized terms used in these Rules and Regulations shall have the same meanings as those set forth in the Resort Declaration. For the purposes of these Rules and Regulations only and to make your reading easier, the term "Villa" is used as a generic description of the accommodations you occupy, whether or not such accommodations might be described as "room," "suites," or "units" in any other Resort governing documents.

**Section 2. AMENDMENT**

The Board of Directors of the Association may amend these Rules and Regulations from time to time, at its discretion, as set forth in the Resort Declaration.

**Section 3. VIOLATIONS**

Your failure to abide by these Rules and Regulations or to the Resort governing documents may result in the suspension and/or termination of your rights and privileges as an Owner.

**Section 4. VACATION OWNERSHIP POINTS – GENERAL EXPLANATION**

4.1 The Vacation Ownership Points Account: When you purchase Vacation Ownership Points (VOP) in MGV, the Association will establish a VOP account for you to be used to keep track of the number of VOP you have and use each Use Term. A "Use Term" is the 24-month term commencing on the first day of the second month following the month in which the purchase of your original MGV Vacation Ownership Plan closed.

4.2 Crediting the VOP Account: On the first day of each Use Term, the Association will credit your account with the number of VOP you own.

4.3 The VOP Valuation Schedule: The VOP Valuation Schedule allocates the VOP among the type of villa, season, and day of the week. Using the VOP Valuation schedule, you can determine how many points you will need in order to reserve a Use Period for Resort Accommodations within MGV based upon your selection of the type of villa, days of the week and season. It is designed to give you the greatest flexibility by allowing you to have one continuous Use Period or break up your Use Period into several shorter stays. You have choices as to the villa type and which days of the week and time of the year you want to stay.

4.4 Changes to VOP Valuation Schedule: The Board of Directors may wish to change VOP allocations currently in effect because of changes in demand for different nights, seasons or villa types. The Association's Board of Directors has reserved the right to change the allocations of VOP, subject to the following limitations:

- A. The total number of VOP authorized and outstanding within MGV must stay the same before and after each reallocation;
  - B. No single change to the value of a day, villa type or season may result in an increase or decrease of the VOP valuation for that item of greater than twenty percent (20%)
  - C. The Association may not change the VOP Valuation Schedule more than one time for each Fiscal Year of the Association (as defined in the Declaration); and
  - D. No changes in VOP valuation shall affect any pending reservations at the time the reallocation is made.
  - E. You will be notified in writing of all changes to the VOP Valuation Schedule.
- 4.5 Debiting the VOP Account:
- A. Basic Point Use: The VOP you are credited with for a Use Term may only be used for stays in the same Use Term. The Association will debit (subtract) the VOP from your VOP Account at the time of booking whether or not you occupy the Resort Accommodations, unless you cancel your Confirmed Reservation as provided below. You will be debited with the number of VOP assigned to your Use Period based on the then current VOP Valuation Schedule.
  - B. Point Expiration: Your remaining VOP will automatically be debited from your VOP Account at the end of the Use Term in which they were originally credited. You will lose all Basic Use rights associated with the debited VOP for that Use Term. You will not be notified of this expiration date.

## **Section 5. RESERVATION SYSTEM**

5.1 How to Make a Reservation Request: A reservation request may be made by contacting the Management Company's Reservations Office ("Reservation Office"). This may be done by telephone or website.

5.2 Reservation Window: A reservation request for a full week stay may be made with your Standard or Platinum Vacation Ownership Plan up to twelve (12) months prior to the first day of the Use Period you wish to occupy. Owners of the Premier Vacation Ownership Plan may reserve full week stays up to two (2) years prior to the first day of the Use Period you wish to occupy, depending upon the Premier Ownership Level, and the current Board-approved reservation rights associated with that level.

5.3 Processing Reservation Requests: All reservation requests are subject to availability. Management will process all reservation requests on an "as received" basis. Every attempt will be made to fulfill each Owner's requests. Processing of reservation requests by Management may include telephone follow-up. All owners' reservations will be handled on an equitable basis, regardless of whether the owner intends to exchange the Use Period.

5.4 Confirmation of Reservation Requests: Your reservation request will be confirmed by email by the Reservation Office. The confirmation form will contain a reservation number and the amount of VOP debited for the Use Period confirmed. If you do not receive a reservation confirmation or other response within seven (7) days after making your reservation request, you should telephone the Reservations Office.

5.5 Reservation Types:

- A. Confirmed Reservation: A Confirmed Reservation is one for which the Reservation Office has issued a confirmation as set forth in Section 5.4.

- B. Weekend Reservation: A Weekend Reservation means a consecutive Friday and Saturday night stay or consecutive Saturday and Sunday night stay.
- 5.6 Cancellation of Reservations: Reservations may be canceled subject to the following rules:
- A. Any regular reservation, whether for a full week or partial week:
    - i. May be canceled prior to 30-days before the first day of check-in on the first day of the Use Period. All VOP used to book this reservation will be returned to your VOP account.
    - ii. Cancellations within 30-days prior to check-in on the first day of the Use Period will incur a 100% point penalty.
  - B. No Show: If you fail to (i) check-in or (ii) contact the reservation desk as to your intentions, the Association will hold your Confirmed Reservation for twenty-four (24) hours after check-in time, after which it may no longer be available for your occupancy, and may incur a penalty of 100% of the points for the stay.
  - C. Early Check-Out: If you check-out early or shorten your reservation, you will be charged the full amount of the points and dollars used to make the original reservation.
  - D. Any Pending reservation will be automatically canceled if you become delinquent in your Assessments or personal charges, as defined in the Declaration and the Association's Assessment, Billing, and Collection Policy. This includes any unpaid cancellation charges.
  - E. Rebooking of VOP Reservations: Reservations made more than thirty (30) days in advance using VOP may not be canceled and subsequently rebooked using Monarch Escape Time.
  - F. At some resorts, additional city and resort fees are added to stays when using VOP, and in some cases Monarch Escape Time. These city/resort fees must be paid by cash or credit card. Please consult your reservation counselor for information when booking.
  - G. For cancellation of reservations made with Monarch Escape Time, see section 7.3.A.

**Section 6. RESERVATIONS**

6.1 Seven Consecutive Night Minimum (Standard and Platinum Owners): Reservations for full weeks (seven (7) consecutive night stays) may be made as far as 365 days in advance. If your reservation request is submitted and accepted more than 270 days prior to the first day of the Use Period, the Use Period requested must include a minimum of seven (7) consecutive nights in the same Assigned Villa. Reservation requests containing less than seven (7) consecutive nights in the same Villa will not be accepted until 270 days prior to the first day of the Use Period. For full-week reservations, the allowable check-in and check-out days of the week will depend on the Rules and Regulations of the Resort at which you are requesting a reservation.

6.2 Seven Consecutive Night Minimum (Premier Owners): Premier Owners, depending upon their Premier Ownership Level, may reserve full weeks (seven (7) consecutive night stays) as far as 730 days in advance. The number of days allowable for advance reservations of seven (7) night visits varies by Premier Ownership Level. Please consult the current Premier Ownership Benefits chart for guidelines.

6.3 Weekend Reservations: A request for a reservation including a Saturday night stay will be accepted only if it includes both Friday and Saturday or Saturday and Sunday nights consecutively. Such a reservation is called a "Weekend Reservation." This restriction does not apply to a reservation request for

seven (7) consecutive nights or more in the same Villa. Reservations at Desert Isle of Palm Springs may not begin or end on a Saturday.

6.4 One-Night Stays are Permitted: Midweek (Sunday-Thursday), non-holiday reservations for one-night stays may be requested at certain Resorts with specific advance reservation time limits.

6.5 There is a two-night minimum for all reservations at the Desert Isle of Palm Springs Resorts and reservations may not check-in or check-out on Saturdays.

6.6 The Desert Isle of Palm Springs is not available for use during the months of early-July to mid-September.

## **Section 7. MONARCH ESCAPE TIME USE**

7.1 Monarch Escape Time: Monarch Escape Time ("MET") may be reserved only for stays within the MET Period, which is the thirty (30) days period preceding the desired arrival date.

7.2 Availability of MET: Use of MET is subject to space availability, and is recommended only for Sunday through Thursday nights. Weekend and holiday space are limited. MET is exclusive and may only be reserved and occupied by owners on the Monarch Grand Vacations Ownership Certificate.

7.3 Reservations for MET: All reservations for stays within the Monarch Escape Period will be accepted on a first requested, first-reserved basis as availability permits. Reservations for MET must be made by telephone and are subject to the Limitations on Reservations set forth in Section 6 and 7.

- A. You must pay a fee for MET, payable by credit card at the Resort. The amount of the fee is set by the Association's Board of Directors and may change from time to time. You must provide a credit card to secure a MET reservation.
  - i. May be canceled prior to 30-days before day of check-in on the first day of the Use Period. The fee paid to secure the reservation will be returned to your credit card.
  - ii. Cancellation: If you cancel a reservation made with MET and do so within seven (7) days from the day of check-in, you will be charged a cancellation fee equal to one-night fee for the reservation, which may change anytime at the Board of Director's discretion. Currently the cancellation fee is no less than the amount of the first night of the reservation.
- B. Reservations booked during the Monarch Escape Period may be confirmed with a combination of VOP and a credit card. For a combined reservation, the VOP will be applied first, followed by a credit card payment. In the event of cancellation, no refund of VOP or currency will be given, in accordance with 5.6.
- C. No Show: If you fail to (i) check-in or (ii) contact the reservation desk as to your intentions, the Association will hold your Confirmed Reservation for twenty-four (24) hours after the day of check-in, after which it may be no longer available for your occupancy, and the amount of the first night of the reservation will be charged to the credit card used to secure the reservation or to your Monarch Grand Vacations Assessment Dues account.
- D. Early Check-Out: If you check-out early or shorten your reservation, you will be charged the full amount of the dollars used to make the original reservation.
- E. The Association will not allow use of MET as provided above unless all Assessments and other charges outstanding to the Association have been paid in full. All pending reservations will be

automatically canceled for any account that becomes delinquent per the Assessment, Billing and Collection Policy.

- F. Local law usually requires a transient occupancy tax ("TOT") or other local fees and taxes, and all MET fees to be paid at check-out.

7.4 MET Program Restrictions. All MET Reservations are subject to the following conditions:

- A. There is a two (2) consecutive night minimum stay in an available Villa, with a maximum stay of seven (7) nights per reservation.
- B. Payment in full of the applicable rental rate must be paid at the time the reservation is confirmed.
- C. Reservations may not be changed.
- D. Reservations confirmed through MET are for the **personal use** and enjoyment of the MGV Owners only, and are not transferable. Owner(s) must be present during the entire length of the reservation. Owners are strictly forbidden to make use of the MET for commercial purposes, monetary gain or other consideration by Owners, including the use of a confirmed MET reservation for any rental, resale or other commercial use. Failure to abide by this restriction may result in the immediate suspension of use of the MET Program by the violating Owner and cancellation of any applicable reservations made by said violating Owner without refund or credit whatsoever.
- E. Each Owner is allowed a maximum of three (3) MET reservations per calendar year, regardless of the number of Villas owned by the Owner.
- F. Check-in dates may be restricted.
- G. Preferred rental reservations do not include daily housekeeping. Daily housekeeping may be provided for an additional charge.
- H. Owners may obtain only one villa at a time for a MET reservation.
- I. You must provide your personal credit card at the time the MET reservation is made to secure the MET reservation and provide the front desk with an I.D. and matching credit card upon check-in.
- J. The first night of a reservation must be paid in advance when booking a reservation.

## **Section 8. MEMBER RENTALS/COMMERCIAL USE**

8.1 With the exception of MET and as further described in this section, Owners are permitted to periodically rent their VOP pursuant to these Rules and Regulations. However, the use of a VOP to reserve accommodations for continuing Commercial (as defined in 8.3) Purposes or for any other purpose other than the personal use of the Owner or the Owner's family and guests is prohibited. The Declarant is specifically exempted from this restriction and is entitled to use reserved VOP Villas for promotional, rental, or other commercial purposes.

8.2 No prior approval is required from the Manager for you to rent or allow another party to use a VOP accommodation after you have obtained a confirmed reservation. However, you are obligated to inform

Reservations, of the names of such guests, family members, or renters prior to the day of check-in, and you will be responsible for the acts or omissions of such parties, including the failure to pay charges incurred at the Resort.

8.3 No part of the Vacation Plan shall be used for any purpose except hotel, vacation ownership, vacation support areas, commercial and sales and marketing of Vacation Ownership Interests, and the common recreational purposes for which the Project was designed. Notwithstanding these Rules and Regulations, use of the Villas/VOPs (other than Villas/VOPs owned by the Declarant) and the recreational facilities of the Resort is limited solely to the personal use of Permitted Users other than the Declarant, Manager or any of their affiliates. Use of Villas (other than Villas owned by the Declarant) or the recreational facilities for commercial purposes or any purposes by each Owner, Permitted User, exchange user and their respective families, employees, agents, renters, lessees, visitors, guests, licensees and any other permitted occupant of a Villa, Manager or any of their affiliates other than for personal use as described herein is expressly prohibited. "Commercial Purpose" shall include, but not be limited to, a pattern of rental activity by an Owner that the Association, Board or Manager in their reasonable discretion, could conclude constitutes a commercial enterprise or practice. No Villa/VOP or interest in any Villa/VOP may be committed to any membership club, non-equity club, or equity club by any person or entity other than the Declarant, its parent companies, subsidiaries or sister companies without the Declarant's prior written approval, which may be withheld in the Declarant's sole and absolute discretion. The purchase of a VOP does not entitle an Owner to enroll their children in any county public school in which the Resort is located. Notwithstanding the foregoing, a resident of such county is not prohibited from enrolling their children in any public school within such county, so long as their purchase of a VOP does not serve as the basis for enrollment.

8.4 Violation of these Terms and Conditions may result in suspension of your rights and privileges as an Owner.

## **Section 9. DAY USE**

9.1 Day-Use – Defined: Day Use is the authorized daytime use of a Resort's recreational facilities and equipment by an Owner during the daytime.

9.2 Availability of Day Use: Day Use is available on a limited basis at certain Resorts, pursuant to such restrictions as may be set from time to time by Management of each Resort, including restrictions on the number of persons who may utilize Day Use on any given day. Each Resort has the right to prohibit or restrict Day Use at the Resort if, in their judgment, Day use will overly burden the facilities or create an inconvenience to the guests staying at the Resort. Current attendance limits are six (6) people, which includes owners, guests, and children – note more than six (6) in your Day Use party will be admitted. Do not travel to a Resort expecting Day Use without first confirming the availability of Day Use with the Reservations Office. Parking restrictions are subject to the Rules and Regulations for each individual Resort.

9.3 Reservations for Day Use: Reservations are required for Day Use, and may be made no more than seven (7) days in advance. Reservations must be made by calling the Reservations Office.

9.4 Day use is not available at Desert Isle Resort of Palm Springs.

9.5 Age Requirements: Upon check-in, Day Use visitors will be required to show proof of identification and sign a registration card. Persons under 21 years of age, who are not Owners, shall not be permitted to use and occupy the Resort for Day Use unless accompanied by an Owner or Permitted user 18 years of age and older.

9.6 Some resorts may require a fee for the use of pool towels during Day Use.

9.7 Personal stereo systems (boom boxes), alcoholic beverages, coolers, glass, and unpackaged food items are not allowed in the pool area at any time.

9.8 Reservation Limits for Day Use: On any given date, an Owner may only have one confirmed Day Use reservation in the system.

#### **Section 10. EXCHANGE OF INTERVALS**

10.1 Exchange Programs: Your MGV Ownership includes a membership in the Destination Xchange program ("DEX"). As a member of DEX, or other exchange program, you have the option of exchanging your reserved use period (VOP) with another Use Period made available through DEX or other exchange program.

10.2 Limitation Regarding Length of Use Period for Exchanging: Exchange Program rules generally require that you have a Confirmed Reservation for a Use Period of seven (7) consecutive nights in the same assigned Villa.

#### **Section 11. CHECK-IN AND CHECK-OUT TIME**

Each Resort sets check-in and check-out times. Check-in is generally after 4:00 p.m. and check-out time shall be no later than 10:00 a.m. Your reservation confirmation will specify the appropriate times at the Resort you are visiting. Check-in and check-out will be handled at the Resort front desk. The six-hour period between Use Periods is reserved as a service period (in addition to the Maintenance Period) for the cleaning, repair, and maintenance of the Villa. Each Resort requires a \$100 credit card security deposit at check-in.

#### **Section 12. FAILURE TO VACATE**

If you or your Permitted User fail to vacate a Villa at the end of your Use Period, such failure to vacate will subject you to additional costs and expenses and other consequences as set forth in the Declaration and in the governing documents of the Resort at which you are occupying. The Resort has the right to pack and store items after 10:00 a.m. on the check-out date and charge a fee in the amount of \$250 for the late check-out, and packing and storing of said belongings.

#### **Section 13. CARE OF INTERIOR FURNISHINGS AND EQUIPMENT**

When you or your Permitted User occupies an assigned Villa, you, the Owner, are responsible for any loss or damage done to the Villa and its furnishings during your Use Period, other than normal wear and tear. Violation of this policy may result in suspension of your rights and privileges as an Owner.

A security deposit of \$100 will be collected upon arrival of all visits, including reservations using VOP and/or Monarch Escape Time. Deposits may only be made with credit cards only. No debit cards, cash or checks will be accepted as security deposits.

Any unpaid charges for damages or loss will be added to your bill at check-out time, will be billed directly to you, and if unpaid, will be added to your Assessment Dues account. Non-payment of such a charge will be cause for suspension of use rights. You should report any damage or deterioration to your assigned Villa or its Common Furnishings to Management as soon as possible after checking in. All Vacation Plan Owners and their Permitted Users shall be responsible for removing all their personal property from their assigned Villa at check-out time or additional charges may occur.

#### **Section 14. BUILDING MODIFICATIONS**

You may not make any changes, reorganization or removal of furniture, wall hangings, appliances, telephones, or floor coverings or redecoration of any type within the assigned Villas or other areas of the Resort.

#### **Section 15. INSPECTION OF ASSOCIATION RECORDS**

If you seek to inspect and/or copy the Association's books and records pursuant to the Declaration, you shall make such request in writing to the Managing Agent no less than forty-five (45) days prior to the date for which such inspection is sought. Personal inspection of the Associations books and records may be made by appointment with the Managing Agent during the Agent's regular business hours.



## **Section 16. HOUSEKEEPING SERVICE/LINENS**

Housekeeping service is provided without additional charge to assure that your assigned Vacation Ownership Villa will be clean and neat upon your arrival. Additional service is available to you for a nominal charge, which varies by individual resort. Daily housekeeping is not provided; however, stays of five (5) or more nights will receive a mid-week light cleaning and linen change. A charge shall also be made for housekeeping service required due to your (or your Permitted User's) use and occupancy of a Villas, which in any way violates the governing documents of the Resort at which you are staying. Charges for housekeeping service shall be payable upon departure. You understand that you are entitled to fresh linens upon arrival. Additional linen is available for a nominal fee. Housekeeping service is provided daily at the Cabo Azul Resort.

## **Section 17. INVENTORY OF INTERIOR FURNISHINGS AND EQUIPMENT**

During the service period between each Use Period, a complete inventory of the furnishings and equipment allocated to each Villa will be conducted. The cost of replacing or repairing any item(s) which, in the inventory conducted during the service period immediately following your departure or the departure of your Permitted User, are found to be missing or damaged will be charged to you. During your use and occupancy of your assigned Villa, please report any damage to, or loss of, any item of the Common Furnishings to Management as soon as possible.

## **Section 18. PASSKEY**

Management is provided with a passkey to all rooms. In case of emergency, Management or its employee may enter your Villa and, in such case, shall notify you, as soon as reasonably possible, of the reason for such entry.

## **Section 19. OCCUPATION OF ACCOMMODATIONS**

19.1 Each Occupant of a Villa accommodation shall comply at all times with the provisions of all internal rules and local regulations of the individual resorts; and all laws, statutes and regulations of the local, municipal, county and state jurisdictions in which the Villa accommodation is located.

19.2 Each Villa accommodation shall be vacated by the Occupants at the expiration of the relevant Use Period and all personal belongings to the Occupant shall be removed. Villa accommodation shall be left in a good, clean and sanitary condition.

## **Section 20. SAFETY AND HEALTH RULES**

20.1 Room Inspection: For the safety of all Owners, Permitted Users, Guests, and employees, if a suite/room has a "do not disturb" sign hung for more than forty-eight (48) hours, the suite/room may be entered and visually inspected.

20.2 Establishment of Specific Rules: The Underlying Associations reserve the right to establish specific rules governing such potentially loud or disturbing activities such as, but not limited to, the use of musical instruments, audio equipment, or late evening entertaining.

20.3 Animals: No Occupant shall keep any animal, bird, fish or other livestock in or upon any Villa accommodation except such animals that assist persons with disabilities. Anyone who brings a pet(s) to a Resort will be asked to remove the pet(s) and may be charged \$250 per day, per pet.

20.4 Lost and found: The Association is not liable for any items left remaining in villas, on property, or not properly stored in the in-room safe. Lost and found items will be held for thirty (30) days and then discarded. Shipping and handling charges for returning items will be the responsibility of the owner/guest.

20.5 Prescription drugs left behind will be held for forty-eight (48) hours and then discarded.

20.6 Towels and/or articles of clothing may not be hung on the balcony railing or fire sprinklers.

20.7 Quiet hours will be as determined by Management.

20.8 All MGV Resorts are non-smoking facilities except in designated areas. Non-smoking include, but are not limited to, all Villas and common areas, including pool and spa areas. Please consult the resort for a list of the designated smoking areas. Should any smoking occur in your Villa, a \$150 service fee will be charged for additional cleaning.

20.9 Alcoholic beverages, audio systems without headphones, coolers, glass, dangerous items and unpackaged food items are not allowed in the pool areas at any time. Management reserves the right to determine which items are permitted at its discretion.

20.10 No explosives, firearms or weapons of any kind shall be permitted in any Villa or anywhere on the Resort.

20.11 No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any area of the Project except as are required for normal household use.

20.12 Employees and/or agents of the Resort or Manager, and employees and/or agents of the Declarant's on-going sales program, shall not be sent off the Resort grounds by any Permitted User at any time for any purpose. No Permitted User shall direct, supervise or in any manner attempt to assert any control over the employees of the Manager or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Manager for proper resolution. Employees or agents of the Manager or its authorized representative shall be permitted to enter Villas for maintenance and repairs during reasonable hours.

## **Section 21. CONTROL OF CHILDREN**

Any rules concerning children are established by the Association for the health and safety of all Owners, Permitted Users, guests, and children.

You shall be responsible for the conduct of your children and/or those of your Permitted User. Children will not be permitted to play in corridors, stairways, parking areas, lobby, or any other Common Areas not specifically set aside for such purposes. An adult at least 18 years of age must supervise children under the age of 14 at all times while using the Resort facilities.

## **Section 22. GUESTS AND GUEST CERTIFICATES**

22.1 No Permitted User shall direct, supervise or in any manner attempt to assert any control over the employees of the Manager or the Association. The property and its management company strongly support a harassment-free workplace. Abusive verbal or written communications from Owners, Permitted Users, or Guests to the Association's or its management company's employees, or the employees of their subcontractors, agents or representatives will not be tolerated.

22.2 Reservation confirmations may be used only by the Owner(s) who receive the confirmation unless use of the confirmation is given to another person through the issuance of a Guest Certificate, who shall be deemed to be the licensee of the Owner and for whose acts and omissions the Owner shall continue to be responsible. A Guest Certificate may be in either paper or electronic form.

- A. A Guest Certificate may be requested only by an Owner who either has received a confirmation or is requesting a reservation. The Management Company reserves the right to limit the number of Guest Certificates per Member per Use Year.
- B. Individuals under the age of twenty-one (21) are not eligible to use a Guest Certificate.

- C. A fee for each Guest Certificate is chargeable in accordance with the fee levels established by the Board of Directors from time to time.
- D. The Owner requesting a Guest Certificate is responsible for payment of any expenses incurred as well as any damages caused by his or her guest(s) staying in the Accommodation, and for the replacement of any items missing from such Accommodation.
- E. Additional persons may accompany the Guest Certificate recipient provided that the number of persons does not exceed the maximum occupancy of the confirmed accommodation type designated on the reservation confirmation.
- F. The use of a Guest Certificate is subject to any and all conditions or limitations that may be imposed thereon by the Board of Directors from time to time.
- G. The Board of Directors reserves the right to terminate the membership status of any Owner(s) and to revoke any issued Guest Certificate(s), if any of the above conditions are breached.

**Section 23. EMPLOYEE RELATIONS**

Each Underlying Association has employed personnel who are responsible for maintenance of the resort, and who perform those duties necessary to make your stay at the Resort pleasant and comfortable. All employees at the Resort are under the sole direction of the on-site manager, employed by the Underlying Association, and during working hours, shall not be diverted to the employment of any Owner. Complaints regarding employees and requests by Owners for assistance by employees should be made through the Manager or his/her designated representative.

**Section 24. PERSONAL CHARGES**

You shall be responsible for the prompt payment of charges that may be incurred by you, your family, and guests during your stay. These personal charges are independent of and in addition to your annual assessment and ordinarily, must be paid at check-out time. Non-payment of such charges will result in the suspension of your use rights.

**Section 25. SOLICITATION**

Under no circumstances may any Owner/Guest freely solicit to any other Owners/Guests either verbally or in writing regarding the individual sale of Vacation Ownership Points ("VOP") while on property or at any organized Owner meeting. The definition of Owner or Guest is those owning VOP, those legally entitled to VOP due to inheritance or estate, and those attempting to represent an Owner.

This 'Non-Solicitation' regulation includes a direct attempt to solicit an Owner or Guest in business or personal matters by using the Resort as a means to an audience. Those who willfully engage in solicitation must depart property at Management's discretion and forfeit the VOP for the remaining reservation or if during Day Use, lose Day Use privileges at all resorts for one (1) year from date of infraction of this regulation. These penalties coincide with any/all civil or criminal actions taken by Federal, State or City authorities in conjunction with illegal solicitation.

**Section 26. RESPECT AND COMMON SENSE**

The foregoing Rules and Regulations are a compilation of common sense ideas that reflect sensitivity to and respect for your fellow Owners, guests, exchange users, and Resort Management. Failure to abide by these Rules and Regulations may result in removal from the property and is not limited to possible suspension of privileges by the Board of Directors. If they are strictly observed, your stay will be greatly enhanced and the management will be able to serve you more efficiently.