

**WHITE MOUNTAINS VACATION CLUB  
MEMBER GUIDE  
(As of March 10, 2008)**

This Member Guide (the “Member Guide”) sets forth various procedures, rules, regulations and guidelines that apply to all Members of White Mountains Vacation Club, an Arizona non-profit corporation (the “Club”).

**RESERVATIONS**

Any Member wishing to exercise such Member’s right to occupy a Resort Unit must first obtain a reservation in accordance with the following provisions. These provisions will be strictly adhered to out of fairness to all Members who seek to utilize their Occupancy Right. These procedures are designed to provide a fair and equitable means of sharing and dividing available occupancy periods and a balancing of rights. These procedures remain further subject to unpublished operating polices and procedures as established from time to time by the Club in its day-to-day administration of the reservations function. These procedures apply separately to each Membership owned by a Member.

**RESERVATIONS TIME FRAMES SUMMARY**

The following is provided for your convenience, but remains subject to the more detailed rules and procedures set forth in this Member Guide:

<i>Reservation Desired**</i>	<i>Reservations Commence</i>	<i>Reservations Deadline</i>
Holiday in Your Unit	n/a	1 month*
Floating Time in Your Unit	10 months*	1 month*
Floating Time in Any Unit of Your Unit Type	8 months*	1 month*
Floating Time in ANY Unit	6 months*	1 month*
Bonus Time in Any Unit	2 months	1 month
Discounted Time in Any Unit	1 month	n/a

\*Times are relative to the beginning of the Week of the reservation, notwithstanding that the actual reservation may commence other than the first day of said Week.

\*\*Except for guaranteed Holiday time, all reservations are made on a space available basis.

**RESERVATION PRIORITIES BY UNIT TYPE**

Each Member is entitled to reserve occupancy periods in Resort Units consistent with such Member’s Occupancy Right and Season limitations according to the following general order of

reservation priority and subject to the time frames set forth in the Reservations Time Frames Summary above:

**Holiday Week in Your Deeded Resort Unit.** Members who have been deeded an Undivided Fractional Interest in a *particular Resort Unit* shall have a first reservation priority to reserve Holiday Weeks in *such particular Resort Unit* according to a **fixed rotating schedule**. Use of a Holiday Week counts as use of a Week in the Season within which the Holiday Week falls.

**Floating Time in Your Deeded Resort Unit.** Members who have been deeded an Undivided Fractional Interest in a *particular Resort Unit* shall have a next reservation priority to reserve floating time in *such particular Resort Unit*.

**Floating Time in Resort Units of the Same Unit Type as Your Deeded Resort Unit.** Members who have been deeded an Undivided Fractional Interest in a particular Unit *Type* shall have the next reservation priority to reserve floating time in *any* Resort Unit of *such Unit Type*.

**Floating Time in Any Other Resort Unit (Internal Trades/Exchanges).** Finally, all Members may “trade” or “exchange” (up or down) all or any portion of their Occupancy Right in a particular Unit Type for a reservation in *any* other Resort Unit of *any* Unit Type. There is no formal trade or exchange procedure; rather, the making of the reservation shall constitute same.

At the present time, the Club only has 1/8<sup>th</sup> Share Memberships, meaning each Member is entitled to an Occupancy Right of 6 Weeks per Occupancy Year, consisting of 2 Weeks per Season. Seasons, Weeks and Holiday Weeks are described on the calendar contained on the Club’s web site.

### **HOLIDAY WEEKS FIXED ROTATING SCHEDULE**

The more popular holiday weeks are subject to a fixed rotating schedule that insures each 1/8<sup>th</sup> Share Member of every holiday at least once every 8 years. The first purchaser in a Resort Unit would enjoy the following schedule:

Year 1:	Thanksgiving Weekend
Year 2:	July 4 <sup>th</sup>
Year 3:	President’s Day Weekend
Year 4:	Labor Day Weekend
Year 5:	Christmas
Year 6:	Memorial Day Weekend
Year 7:	MLK Weekend
Year 8:	New Year’s

To provide flexibility, the Club will establish an online bulletin board for members wishing to trade holiday weeks. Also note that the Club will shift the Week start date as needed for holidays falling mid-week (i.e., July 4<sup>th</sup>, Christmas and New Year's).

## **RESERVATIONS PROCEDURES**

A. Reservations may be made online, by telephone, by e-mail, by fax, or by mail, and shall be processed in that order and as received, as follows:

Online: <http://www.wmvc.org>  
Phone: (480) 837-8700  
E-Mail: [reservations@wmvc.org](mailto:reservations@wmvc.org)  
Fax: (480) 837-3043  
Mail: White Mountains Vacation Club  
Attention: Reservations Department  
16641 N. 91<sup>st</sup> Street, Suite 101  
Scottsdale, Arizona 85260

B. Each reservation is subject to later validation of the Member having sufficient Occupancy Rights to make such reservation and being in “good standing” as to the payment of Assessments and otherwise, notwithstanding any automatically-generated confirmation of such reservation.

C. Reservations must be confirmed in writing by the Club in order to be valid. Confirmations will be sent by e-mail, fax or mail generally within 14 days of receiving your reservation request.

D. If at the time of your request your preferred reservation is unavailable, in lieu of accepting an alternative reservation you may ask to be placed on a “wait list” for your preferred reservation. You may only be on one wait list at a time, and if the wait listed reservation becomes available, you will be notified and offered the opportunity to accept the reservation.

E. A reservation is subject to immediate cancellation without notice if the Club reasonably determines that such reservation has been obtained in a manner designed to circumvent the intent of the reservation procedures in this Member Guide.

## **RESERVATIONS POLICIES**

A. Reservations and occupancy are limited to Members who are in “good standing”. You

must be a member in “good standing” to make a reservation, and your reservation is subject to immediate cancellation without notice if at any time prior to or during your reserved occupancy you become a Member who is not in “good standing”. A Member in “good standing” is one who is not delinquent in the payment of Assessments or other amounts owed to the Club, is not delinquent in the payment of any obligation owing to Seller or an affiliate, and has not had their use rights suspended by the Club for any reason.

B. All reservations are applied against a Member’s Occupancy Right based on a whole Week basis, notwithstanding that actual occupancy reserved or used on a particular reservation is less than a whole Week. If a reservation spans two Weeks (i.e., includes both a Tuesday night and the next Wednesday night), then such reservation constitutes the use of Two Weeks of Occupancy Right. All reservations are charged against a Member’s Occupancy Right based on consecutive nights of occupancy.

C. Any portion of your Occupancy Right that is not used by the end of the applicable Season or Occupancy Year, as the case may be, shall be forfeited and does not carry over to any subsequent Season or Occupancy Year.

D. All reservations are subject to reservation priorities, are on a first received, first served basis and are subject to space availability.

E. The Club may reserve Weeks, or portions thereof, in Resort Units for the purpose of maintenance, repairs, and refurbishing, and such time periods will be unavailable for reservation by Members. The Club will attempt to do so during time periods of lesser demand, but may do so at any time so long as there remain sufficient time to satisfy then remaining Occupancy Rights of Members. The Seller may also reserve Weeks, or portions thereof, to the extent of unsold Memberships that it holds, or unreserved time to which it has rights, and such time periods will be unavailable for reservation by Members.

## **RESERVATIONS OF BONUS TIME USE**

A. Reservations of “Bonus Time” (that is, occupancy periods in addition to the time that is part of the Occupancy Right appurtenant to your Membership) in any available Resort Unit may be made at any time by any Member, subject to the time frames set forth in the Reservations Time Frames Summary above. There is no limit to how much Bonus Time a Member may use; provided, however, that a Member may only have one confirmed Bonus Time reservation outstanding at any given time.

B. Bonus Time reservations are subject to a discounted daily rental rate pursuant to a rate schedule established from time to time by the Seller, which rates may vary by seasonal demand but will not be greater than 50% of the public rental rates. Bonus Time reservations must be pre-paid in full at the time of reservation, with such pre-payment non-refundable in the event of cancellation. Reservations of two (2) or fewer nights are subject to a one-time housekeeping fee

in addition to the daily rental rate.

C. Bonus Time reservations will be honored on a first received, first served basis subject to availability, and must be made by telephone. No written requests will be accepted.

D. Bonus Time is only available for use by Members who actually occupy the Resort Unit. Bonus Time may not be assigned to any other user. Guests are permitted so long as personally accompanied by the Member during the entirety of the occupancy.

E. Bonus time reservations and occupancy are limited to Members in “good standing” and subject to all other general procedures and policies, as applicable.

### **RESERVATIONS OF DISCOUNTED TIME USE**

Reservations of “Discounted Time” (that is, unused occupancy periods in Resort Units that have reverted to Seller in accordance with the time frames set forth in the Reservations Time Frames Summary above) in any available Resort Unit may be made at any time by any Member, subject to availability and subject to a daily rental rate of 50% of the public rental rates. All other policies and procedures applicable to Bonus Time shall also apply to Discounted Time (see above).

### **CANCELLATIONS, “NO SHOWS” AND EARLY CHECKOUTS**

A. You may cancel your reservation of Occupancy Right use without penalty by giving written notice to the Club at least thirty (30) days prior to the first day of your reserved use period. If you cancel your reservation within thirty (30) days prior to the first day of your reserved use period, you shall be considered to have used the entire use period for which the reservation was made, and will be charged a \$50 cancellation processing fee. If you cancel your reservation within ten (10) days prior to the first day of your reserved use period, you shall also be charged the Bonus Time rates for such reservation to the extent your reserved time remains unoccupied.

B. You may cancel your reservation of Bonus Time or Discounted Time use at any time; however, no refunds of your prepayment will be made under any circumstances.

C. If you do not check in on the first day of any reservation, you will be deemed to have cancelled your entire reservation.

D. If you check out early, you shall be charged the Bonus Time rates for the remainder of such reservation to the extent your reserved time remains unoccupied.

### **GUESTS/PERMITTED USERS**

A. A Member may make a reservation on behalf of a Permitted User or may allow a Permitted User to occupy a Resort Unit during the Member's reserved time period without additional charge; provided, however, that a Member making such reservation or allowing such use must provide the Club with seven (7) day's advance written notice and authorization setting forth the name(s), address(es), telephone number(s) and e-mail address(es) of the Permitted User(s). For your safety, during checking-in of Permitted Users, each will be asked to show proof of identification and sign a registration card.

B. A Member may invite others to share occupancy during the Member's reserved time, provided that the maximum allowable occupancy limit for that specific Resort Unit is not exceeded.

C. Bonus Time and Discounted Time is personal to a Member and the members of such Member's immediate family. You may not permit another person to occupy a Bonus Time or Discounted Time reservation unless you are present during such occupancy.

D. No person under the age of eighteen (18) may occupy a Resort Unit unless accompanied at all times by a Member or Permitted User who is that person's parent or guardian and who is at least eighteen (18) years of age or older.

E. All Permitted Users and guests are subject to the Membership Documents and this Member Guide and such other rules and regulations as may exist with respect to particular Resort Units or Community HOAs. The Member is responsible for any and all damages and other violations caused by their Permitted User or guests in connection with their occupancy.

## **CHECK-IN & CHECK-OUT**

### **FRONT DESK**

All check-ins and check-outs, and all other matters concerning a Member's actual occupancy, are handled through the Club's "Front Desk" at the following location:

**Bison Ranch Resort Suites**

2341 Quarter Horse Trail

Overgaard, Arizona 85933

Phone: (928) 535-6990

Fax: (928) 535-6699

Hours: \_\_\_\_\_

**DIRECTIONS:** From Payson, take Highway 260 **east** for 57 miles. Just past the town of Heber/Overgaard you will see the Bison Ranch development on your right. Turn right onto Bison Ranch Trail (the main entryway) and make the first right turn off of Bison Ranch Trail.

## **CHECK-IN AND CHECK-OUT TIMES**

Check-in time: After 4:00 PM

Check-out time: Before 12:00 Noon

The check-out time must be strictly enforced so that the Resort Unit may be made ready for the next occupant. Failure to check-out on time will result in a penalty fee set by your Board of Directors and may result in a suspension of your Membership. A general failure to vacate (“holding over”) will result in serious legal consequences due to its significant impact on the next occupying Member or other occupant, the Club and/or the Seller.

## **LATE CHECK-INS**

If you will be arriving after-hours, please contact the Front Desk for instructions on how to obtain the key to your reserved Resort Unit.

## **DURING YOUR STAY**

### **HOUSEKEEPING, LINENS & TOWELS**

A. Your reserved Resort Unit will be clean and stocked with expendable supplies at the start of your occupancy period. Members are responsible for their own housekeeping during their occupancy. If your Resort Unit does not have an in-unit washer and dryer, you can exchange soiled towels every other day except for the day before your check-out.

B. On stays of over 7 days, you will receive one mid-week full housekeeping service.

C. Upon departure, Members are required to leave their unit in a generally clean condition, including the washing of the dishes prior to departure. If it takes more than two (2) hours to clean the Resort Unit at the end of the occupancy period, the Member will be charged a minimum of \$35.00 per hour or fraction of an hour for the extra cleaning.

D. For a fee payable in advance, you can arrange through the Front Desk for additional housekeeping services as follows:

Full housekeeping service (clean, dishes, trash, supplies, fresh bed linens, towels)

Clean bed linens—delivered/exchanged and beds made

Clean bed linens—self-exchanged at Front Desk

Clean towels—delivered/exchanged and hung

Clean towels—self-exchanged at Front Desk

Dishes washed at departure

Re-stock of expendable supplies by pick-up at Front Desk

## **MAXIMUM OCCUPANCY**

At the present time, there are no specific maximum overnight occupancy limits (“Occupancy Maximum”) specified; Members are expected to be reasonable in the number of guests accompanying them based on the general nature of the Resort Unit and its location. However, the Club reserves the right to limit occupancy within specific Resort Units or Unit Types based on reasonable expectations, health and safety issues, and/or abuse of Club privileges, which limits may also be waived by the Club on a case by case basis.

## **CARE OF RESORT UNITS AND COMMON FURNISHINGS**

Members are expected to treat the Resort Unit and its Common Furnishings with care and respect during their occupancy, and to leave them as they found them. Because Resort Units exist for the safety and enjoyment of all Members, no structural changes; reorganization or removal of furniture, wall hangings or floor coverings; nor redecorating of any type is permitted. Draping of any article, including towels, swimsuits, etc., in the patio or balcony areas or otherwise visible to the exterior is not permitted. No signs, advertisements, or notices of any type may be displayed on the exterior or interior of the Resort Unit or on any common area. No exterior antennae may be erected. Nothing shall project out of any window, door, porch or balcony. All appliances should be used in accordance with the manufacture's instructions located in each unit. All cooking and barbecuing shall be limited to areas provided specifically for such purposes. When checking out, each member and/or guest is responsible for removing all of their personal property.

Members are responsible for any loss or damage to the Resort Unit and its Common Furnishings occurring during their reserved occupancy period other than normal wear and tear. Upon check-in, the Member (or the Member's designee) should review the [Resort Unit Inventory List](#) located within the Resort Unit, undertake an inspection and immediately report to the Front Desk any concerns. In the event any items become damaged, unusable or missing from your assigned Resort Unit, please report such occurrence immediately to the Front Desk so that a replacement can be made in time for the next occupant. Any charges for damages or loss (including those voluntarily reported) will be added to your bill at cost plus a ten-percent (10%) service charge at check out time, or will be billed directly to you. The charge for a lost key is \$50.00. Non-payment of any such charges will result in suspension of your Membership until such charges have been paid.

## **SMOKING PROHIBITED**

All Resort Units are non-smoking accommodations. Smoking is prohibited inside any Resort Unit, any other interior areas owned or controlled by the Club and within 10 ft. of any such structure. Any violation of these provisions shall subject the violator to a \$250 fine plus the cost of any clean-up, including, but not limited to, the cleaning (or replacement) of linens, drapes,

carpets, furniture fabric, and the like. The Member shall be responsible for the payment of said fine in connection with the Member's conduct as well as the Member's guests and Permitted Users. For exterior smoking, all cigarette debris shall be placed in designated receptacles or otherwise carefully disposed of, keeping in mind the forest fire potential of the area.

## **PETS**

No animals or pets of any kind (except service animals) are allowed in any Resort Unit or upon any portion of a Community within which is located a Resort Unit, keeping in mind the luxury nature of the Resort Units and the maintenance issues involved. If anyone is caught with a pet on premises, or if damage is caused by a service animal, a fine of \$250 plus the cost of any clean-up, including, but not limited to, the cleaning (or replacement) of furniture, carpets, drapes, linens and the like will be imposed. In addition, without verbal warning, the animal or pet must be removed immediately from the property.

## **COMMON AREAS**

Most Resort Units are located within master-planned communities that offer various common areas for use by its owners, such that Members have the right to use such common areas during their occupancy. In addition, Club or Seller or its affiliates may from time to time offer the use of certain additional common areas. Any and all such common areas, and any furnishings or equipment associated with such common areas, are provided for the pleasure of Members and others and should be treated with care and respect. Common areas and such items are typically available on a first-come, first-served basis and cannot be reserved. Furniture and equipment should not be altered in any way or moved to other locations. Damage caused to any common area or any of the furnishings or equipment thereon is the responsibility of the Member.

## **USE OF RECREATIONAL FACILITIES AND ACTIVITIES**

The Club and/or Seller or its affiliates may (but without obligation to do so) from time to time make available for use by Members and their guests and Permitted Users various recreational facilities or activities, including, but not limited to, swimming pools, spas, exercise equipment, bicycles, horseback riding, organized hikes or other outings, and the like (the "Recreational Items"). The use of, or participation in, any Recreational Item is solely at the user's own risk, and children must be supervised by the immediate presence at all times of a parent or guardian. All posted rules for swimming pools, spas and other facilities and activities must be adhered to as though they were part of this Member Guide. Any person violating any such rules or this Member Guide will be refused use of the Recreational Item. There will be no lifeguard for any pool or spa. Children under age of fifteen (15) are absolutely prohibited from using any spa, even with parental supervision. The Club may adopt additional rules governing the use of the Recreational Items, including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters.

## **POSTED RULES**

Members and Permitted Users shall obey all signage erected or established in or on the Resort Units or in connection therewith by the Club and Seller, and shall conduct themselves in a manner consistent with posted instructions.

## **NOISE, SAFETY, HEALTH, AND COURTESY**

Resort Units are generally located within quiet residential communities with the natural surroundings known for carrying sound. Some Resort Units share common walls with other residential units. Members are expected to be courteous with respect to noise and activities so that neighbors are not disturbed, particularly during the hours of 9:00 PM to 9:00 AM. Among other things, Members are asked to use consideration and thoughtfulness when using TVs, radios, stereos and musical instruments and engaging in late-evening entertaining. In no event shall speakers be positioned for outdoor listening, and Members should use headsets on music players and radios when outside. In addition, occupants are required to monitor their children's activities so that they do not disturb others. No dangerous or unlawful substance may be kept or used on the premises. No Member shall use or permit to be brought into any Resort Unit or onto any porch or balcony or onto the common area, any flammable gases, oils or fluids such as propane, gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed hazardous to life, limb, or property. Obnoxious, unlawful, or offensive activities are prohibited. No Member shall commit or permit to be committed any nuisance or illegal acts in the Resort Units or within any common area. Members shall not permit or suffer anything to be done or kept in the Resort Units that will increase the existing insurance rate. Overall, good judgment and thoughtfulness for others should always be used during occupancy.

## **SECURITY AND ENTRY OF RESORT UNITS BY CLUB REPRESENTATIVES**

Notwithstanding the generally relaxed and safe environment within which Resort Units are located, you should remain aware of your environment and take precautions concerning your personal safety and the safety of your personal property. Anything suspicious should be immediately reported to the authorities by dialing 911 on your phone and/or reported to the Front Desk, as appropriate. You should overall use common sense during your occupancy, but among other things, you should: (a) Lock all vehicles. (b) Lock all Resort Unit doors and windows. (c) When you are away, close your blinds, drapes, and shutters. (d) Make sure you have your key with you when you leave the unit and know where your keys are at all times.

Please note that the Club maintains a pass key to all Resort Units, and in case of emergency, Club staff or other designees are authorized to enter your Resort Unit, in which event you will be notified as soon as reasonably possible if you were unaware of the entry. Members are also expected to cooperate with the Club and its designees to permit entry into the Resort Unit at reasonable hours of the day for purposes such as maintenance, housekeeping, property inspections and the like.

## **PERSONAL ITEMS/STORAGE**

Neither Club nor Seller or its affiliates shall be responsible for any personal property of an occupant that is lost, damaged, or stolen during occupancy, whether in a Resort Unit or in a common area. There shall be no responsibility for any personal items left by an occupant upon check out; however, items left, if found, will be held or forwarded to you by making arrangements with the Front Desk to do so. Lost and found items are only kept for thirty (30) days. No responsibility is assumed for packages or merchandise delivered to the Resort Unit and left in any common area or in front of doorways. The storage of any occupant's personal belongings shall be limited to the assigned Resort Unit or in a designated area specified by the Club. Because parking is limited, storage is not permitted in any parking area.

## **MOTORIZED AND NON-MOTORIZED RECREATIONAL VEHICLES**

Members are responsible for complying with the restrictions of any Community HOA regarding the storage and use (if any is permitted) of golf carts, all-terrain vehicles, motorized skateboards, motorcycles, motor homes, boats, recreational vehicles, trailers, camper shells, boat trailers, buses, trucks, campers, permanent tents, RVs, roller-skating, skateboarding, and rollerblading.

## **PARKING AND PERMISSIBLE VEHICLES**

Members are responsible for complying with the restrictions of any Community HOA regarding parking and the types of vehicles that are permissible. There is sufficient parking for one normal passenger type vehicle per unit; there is not necessarily sufficient parking for boats, trailers, RV's or other types of vehicles. Please contact the Front Desk in advance of your stay to inquire about possible arrangements for any special vehicle needs. Vehicles kept in violation of this provision shall be removed at the expense of the responsible Member.

## **SOLICITING AND BUSINESS ACTIVITIES**

No commercial soliciting is permitted, whether within or from a Resort Unit or any common area, at any time by any occupant to neighboring occupants or members of the general public. No trade, business, profession, or other type of commercial activity may be conducted in or from any Resort Unit.

## **FAILURE TO VACATE**

If you fail to vacate your assigned Resort Unit at the end of your reservation, or otherwise use or occupy the Resort Unit during a period other than a reservation, or prevent another person from using or occupying a Resort Unit during such other person's reservation, you shall be subject to any and all of the following remedies:

- (a) Immediate removal, eviction or ejection from the Resort Unit wrongfully occupied.
- (b) Be deemed to have waived any notice required by law with respect to any legal proceedings regarding your removal, eviction or ejection (to the extent that such notices may be waived under Arizona law).
- (c) Be deemed to have given permission to the Club to remove and hold your baggage and other personal property from the Resort Unit wrongfully occupied.
- (d) Reimburse the Member or person(s) otherwise entitled to use the Resort Unit and the Club for all costs and expenses incurred by them as a result of your conduct, including, but not limited to, costs of alternative accommodations, travel costs, court costs and reasonable attorney's fees.
- (e) In addition to the costs and expenses set forth in subparagraph (d) above, a sum equal to two hundred percent (200%) of the fair rental value per day of the accommodation (as reasonably determined by the Club) for each day or portion thereof, including the day of surrender, during which you prevent occupancy of the accommodation.

## **MAJOR DAMAGE**

If by intentional or negligent act an occupant renders a Resort Unit uninhabitable for the successive reservation, such occupant shall be liable to the person scheduled to use the successive reserved occupancy period just as if such occupant had failed to vacate. In the event of any damage or destruction attributable to a Member or such Member's Permitted User, the Member shall be liable for the cost of returning the damaged property to its original condition. The intentional or negligent act of a Member's guest or Permitted User shall be deemed to be that of the Member to the extent the same are not covered by insurance.

## **RESPONSIBILITY OF MEMBERS**

Members are liable for any and all acts committed by them, or by their Permitted Users, all of which shall be deemed to be the acts of the Member. This liability includes Personal Charges, maintenance, repair or replacement of real property, repair or replacement of Common Furnishings or other personal property, and personal injury caused by intentional, reckless or negligent acts or omissions.

## **DISCLAIMER**

The use of Resort Units and all other facilities provided by or through Club or Seller (or their agents) shall be at the risk of those involved and shall not in any event be at the risk of the Club or Seller. Each Member agrees that neither the Club nor Seller (nor each of their affiliates, directors, officers, agents, employees, contractors, or principals) shall have any legal responsibility or liability for any injury or damage to said Member (or anyone claiming under

his/her Membership) incurred during the use of a Resort Unit or other facility, except for damages or injury which were due to intentional, reckless or grossly negligent acts or omissions attributable to the party sought to be charged. Due to the inherent risks involved in the use of Recreational Items (as above defined), and whether or not such Recreational Item involves the execution of a written waiver as a condition to its availability, the user agrees to defend, indemnify and hold harmless Club, Seller and Seller's affiliates (and each of their affiliates, directors, officers, agents, employees, contractors, or principals) from any and all liability for loss, damage, injury or death resulting from such Recreational Item.

## **ASSESSMENTS**

A. All Members are required to pay annual Maintenance Fees as part of their Membership obligations. In addition, all Members are responsible for any Special Assessments or Personal Charges.

B. A Member must be current in the payment of all Assessments in order to take advantage of the use and occupancy rights and other privileges available to Members of the Club. Assessments must be paid whether or not the Member actually utilizes any Membership benefits in any given year.

C. Annual Maintenance Fees are due and payable on or before the first day of each Season (see below). Maintenance Fees vary by Unit Type as set forth in the budget prepared by the Board.

D. Failure to timely pay any Assessments when due will result in late charges, interest and a Membership reinstatement fee as established by the Board and presently as follows:

1. Late charge equal to the larger of \$10.00 or ten percent (10%) of the amount due for each payment that is delinquent
2. Interest at the rate of 18% per annum
3. \$50 Membership reinstatement fee

E. Failure to timely pay Assessments when due may also result in the placement of a lien on your Undivided Fractional Interest and the foreclosure thereof.

The aforementioned powers are in amplification, and not limitation, of the powers of the Club to enforce a Member's obligations under the Plan or by law.

## **LEGAL**

### **GENERAL**

Capitalized terms used in this Member Guide and otherwise not defined shall have the meaning ascribed to them in the various legal documents relating to the Club, including, without limitation, the Club Membership Documents including the Membership Plan. In determining all rights and privileges, a Member should refer to the Membership Documents as a whole. In the event of conflict between this Member Guide and the other Membership Documents, the other Membership Documents shall control.

### **MODIFICATION OF THE MEMBER GUIDE**

The Club reserves the right to amend the Member Guide from time to time and at any time as circumstances and experience may require, including, without limitation, the reservations procedures. The Club reserves the right to waive any portion of the Member Guide it determines to be appropriate under any particular circumstances. The Club may also employ such other non-written policies and procedures in connection with its operations as may be necessary or useful. Notwithstanding any of the foregoing, nothing done by the Club shall infringe upon the rights granted to Seller pursuant to the Plan.

### **SUSPENSION AND OTHER ENFORCEMENT OF THE MEMBER GUIDE**

Any Member, Permitted User or other occupant who has been advised by a Club representative that they are in violation of the Member Guide or Membership Documents or a Community HOA is required to immediately cease and desist from such violation. If after being so notified such person fails to cease, the matter will be referred to the Board of Directors for action.

If any Member or his/her Permitted User shall be in breach of the Membership Documents, including but not limited to the failure of such Member to pay any Assessments, the Club may unilaterally and without notice or hearing: (a) suspend any or all rights of such Member including, but not limited to, the right of such Member and his/her Permitted User to reserve or occupy any Unit, the right of such Member to participate in any vote or other determination provided for in the Plan and any other right granted to Members pursuant to the Plan; (b) assess such monetary penalties as may be reasonably established by the Club; and (c) take any and all other action authorized under the Plan or allowed by law.