



RULES AND REGULATIONS

Winners Circle Beach and Tennis Resort Time Share Condominium Owners Association

The following are the Rules and Regulations for the use of your vacation ownership at the Winners Circle Beach and Tennis Resort.

These Rules and Regulations have been established for the benefit of all Owners and are subordinate to the Declaration of Covenants, Conditions and Restrictions (the "Declaration") and, in the event there is a conflict between the Declaration and these Rules and Regulations, the Declaration shall control.

The Winners Circle Beach and Tennis Resort Time Share Condominium Owner's Association (the "Association") has the authority to amend the Rules and Regulations as circumstances may require. All Owners are bound to abide by the Rules and Regulations and agree to cooperate with the Association in securing the compliance with the Rules and Regulations by their family and guests.

Your failure to abide by these Rules and Regulations may result in suspension of your rights and privileges as a member of the Association including, but not limited to, non-acceptance of future reservations and the denial of access to accommodations.

DEFINITIONS

The terms used in these Rules and Regulations which are defined terms in the Declaration shall have the same meanings as set forth in the Declaration. To assist you in reading these Rules and Regulations, some of the definitions contained in the Declaration are repeated or paraphrased below. Several definitions not contained in the Declaration are also included:

- **"Association"** means WINNERS CIRCLE BEACH AND TENNIS RESORT TIME SHARE CONDOMINIUM OWNERS ASSOCIATION, a California non-profit mutual benefit corporation.
- **"Bonus Use"** means the use and occupancy of a Time Share Condominium or equivalent hotel space by an Owner during periods other than the Owner's regular Use Week(s).

- **“Bonus User”** means an Owner who requests a reservation for Bonus Use.
- **“Owner”** means and includes (a) the grantee or grantees named in each Original Deed, and (b) the successor to each person described in clause (a) and (c) the Declarant with respect to any Time Share not conveyed by Original Deed.
- **“Owner’s Seasonal Designation”** means the seasonal demand of specific resorts; all units are designated Red Time for exchange purposes.
- **“Owner’s Unit”** means the Time Share Unit designated in your Original Deed, which Time Share Unit you may use and occupy during your Use Period.
- **“Permitted User”** means any person whom you permit to occupy your Time Share Unit during your Use Period.
- **“Regular Use”** means the use and occupancy of any Owner’s Unit by an Owner for his/her Use Week.
- **“Reservation Date”** means the day for which an Owner’s unit is reserved.
- **“Use Period”** means, for Regular Use, the Use Week in an Owner’s Season during which an Owner has purchased the use and occupancy of a Time Share Unit in accordance with the provisions of the resorts purchase and sale agreement. In addition, Use Period means the reserved use and occupancy of a Time Share Unit in accordance with the provisions of the resorts Declaration and these Rules and Regulations pertaining to Bonus Time Use and/or Vacation Tyme® Use.
- **“Use Week”** means one of the 7-day periods commencing at Check-In Time on a Friday/Saturday and ending at Check-Out Time on the following Friday/Saturday designated in the Use Week Calendar.
- **“Use Year”** means each approximately one-year period commencing at Check-in Time on the first Friday in January of each calendar year. Or, if December 31 falls on a Friday, the Use Year shall begin on December 31.
- **“Vacation Tyme®”** means an Owner’s use and occupancy of a unit at a resort managed by Vacation Resorts International, other than the Owner’s home resort, and which use and occupancy has been reserved in accordance with the provisions of the Rules and Regulations pertaining to Vacation Tyme® Use.

USE WEEK

Subject to all the terms and conditions contained in the Declaration and in these Rules and Regulations, you have the right for EACH TIME SHARE OWNED BY YOU, during each Fiscal Year, to use and occupy said Time Share Unit, for seven (7) nights during your Owner’s Use Week, unless you have chosen to exchange, rent, or made other arrangements with regard to said unit.

- a) The Time Share Owner must notify Resort Management of the intention to use, rent, or exchange his Use Week(s) at least six (6) weeks prior to his Use

Week(s).

- b) Notification may be made in person, telephone, by mail, email or fax.
- c) If the Time Share Owner or Exchange User fails to check-in by the third day of the assigned Use Period (Sunday for Friday check-ins; Monday for Saturday check-ins) and if the Time Share Owner or Exchange User has not made arrangement for late check-in prior to check-in time on the first day of the assigned Use Period, then the assigned Use Period shall be forfeited by the Time Share Owner or Exchange User and such use right shall be given over to the Association and shall be made available for the reserving of Bonus Time Use by Association members.
- d) If any of your seven (7) nights is not used in a Vacation Year, there shall be no accrual or carry-over of unused time.
- e) If at check-in an Owner is not current in the payment of any Assessments, the Owner will not be permitted to occupy the reserved unit until the Assessments are brought current. And at that time there is no guarantee that the Owner will be able to use their reservation.

DAY USE

Owners visiting Winners Circle Resort, but not staying at the resort, may have limited Day Use of the resort. Hours will be from 9:00 a.m. to 6:00 p.m. The number of people who may be on the property is limited to the number of people the unit you own sleeps. (i.e. Studio-2 people, one-bedroom – 4 people, two-bedroom- 6 people.). The facilities, which may be used on this basis, are the swimming pool, Jacuzzi, barbecues, gym, clubhouse, and other ground amenities. None of these facilities may be used exclusively by any guest or owner, and Winners Circle Resort does not rent out these facilities.

Owners must register at the Front Desk and are requested to check-out prior to departure. Persons under the age of 18 must be accompanied by an adult owner (at least 21 years of age). Owner assessments must be paid in full in order to use the facilities. Day Use is controlled and governed at the discretion of the Front Desk and Management.

PARKING

Parking by Owners, their family, guests and invitees will be limited to two (2) spaces per Timeshare Unit during your Use Week. All vehicles must be registered with the Front Office and must display the parking pass provided by the Front Desk. Management will periodically inspect vehicles for parking passes. All vehicles not displaying a parking pass will be subject to tow.

BONUS USE

Subject to availability and all the terms and conditions contained in these Rules and Regulations, you may use and occupy a Time Share Unit of any type or season, for time periods other than your basic entitlement of seven (7) nights per Time Share owned by you, provided you have reserved such use and occupancy ("Bonus Use") in accordance with the following procedures:

- a) If you reserve a unit for Bonus Use, you shall pay a reasonable rental, which rental shall be fixed from time-to-time by the Association. All rental revenues generated by Bonus Use of Time Share Units shall be deposited in the General Account of the Association.
- b) You may not make a reservation for Bonus Use more than twenty-one (21) days prior to check-in time on the first day of the Bonus Use Period requested.
- c) Reservations made for Bonus Use shall be taken on a first-come, first- served basis and may be made in person or by telephone.
- d) You will not be permitted to make a reservation for Bonus Use in any fiscal year if there is another reservation pending for Bonus Use in your name in that same year; i.e., you may have only one Bonus Use reservation pending at a time in each year for each week you own.
- e) You may not make reservations for Bonus Use for more than three (3) consecutive nights.
- f) You may cancel a Bonus Use reservation up to 24 hours in advance of check-in time on the first day of the Use Period so reserved without penalty. In the event your Bonus Use reservation is cancelled less than 24 hours prior to check-in time on the first day of the use period so reserved, or you fail to use and occupy your unit for the full period reserved, you shall be charged for Bonus Use for the date(s) cancelled or abandoned.
- g) If you cancel your Bonus Use reservation for the first day of the Use Period so reserved, the entire reservation is cancelled. You will need to place a separate reservation at the time your cancellation is made for the other days of your previously planned stay.
- h) Bonus Time is limited to use by Owners. The Manager will not permit Bonus Use Time occupancy of an Owner's unit by any person in the absence of the Owner in whose name the reservation was made.
- i) Reservation requests for Bonus Use time will not be considered if you are delinquent in the payment of any Assessments levied by the Association.
- j) Your reservation request must be confirmed by the Association before it is valid. Confirmation of reservations will be made by the Association by telephone at

the time of the reservation request.

CHECK-IN AND CHECK-OUT TIMES: SERVICE PERIOD

Check-in time commences at 4:00 p.m. local time on Friday beginning and check-out time is 11:00 a.m. local time on Friday ending your Use Period for the following Phase I and Phase II Owners:

PHASE I

108, 109, 110, 111, 112, 113, 114, 115, 200, 202, 204, 206, 208, 210, 211, 212, 213, 214, 215.

PHASE II

120, 121, 122, 123, 124, 125, 126, 128, 129, 130, 131, 132, 133, 220, 221, 222, 223, 225, 228, 229, 230, 231, 232, 233.

Check-in time commences at 4:00 p.m. local time on Saturday beginning and check-out time is 11:00 a.m. local time on Saturday ending your Use Period for the following Phase III and Phase IV Owners:

PHASE III

140, 141, 142, 143, 144, 145, 146, 148, 149, 150, 151, 152, 153, 201, 203, 205, 240, 241, 242, 243, 245, 248, 249, 250, 251, 252, 253.

PHASE IV

160, 161, 162, 163, 164, 165, 166, 168, 169, 170, 171, 172, 173, 260, 261, 262, 263, 265, 268, 269, 270, 271, 272, 273.

FAILURE TO VACATE

If you or your Permitted User fail to vacate a Time Share Unit at the end of your Use Period, such failure to vacate may result in severe consequences set forth in the Declaration.

CARE OF INTERIOR FURNISHINGS AND EQUIPMENT

When you or your Permitted User use your Time Share Unit, you, the Time Share Owner, are responsible for any damage done to the Time Share Unit and its furnishings during your Use Period, normal wear and tear accepted.

Any unreimbursed charges for damages or loss will be added to your bill at Check-Out Time or will be billed directly to you. Non-payment of such a charge will be cause for suspension of Use privileges until such charge has been paid. You should report any damage or deterioration to your Time Share Unit or its common furnishings to the Manager as soon as possible after checking in. All Owners and their Permitted Users shall be responsible for removing all their personal property from their Time Share Unit at check-out time.

BUILDING MODIFICATIONS

No structural changes, reorganization or removal of furniture, wall hangings, or floor coverings or redecorating of any type within the Time Share Unit or other areas of the property are permitted to be made by any Owner, Permitted User, or Exchange User.

MAID SERVICE

Maid service is provided without additional charge to assure that your Time Share Unit will be clean and neat at the commencement of your Use Period. Additional maid service is also available to you for an additional charge; you may arrange for such additional maid service by contacting the Front Desk. In the event you or your Permitted User's occupancy of a Time Share Unit shall cause additional maid service to be required over and above that which would normally be needed to prepare such Time Share Unit for the next occupant, a charge shall also be made for such additional maid service. Charges for additional maid service shall be payable upon departure.

PASS KEY

The Manager is provided with a Pass Key to all rooms. In case of emergency, the Manager or his/her employee may enter your unit, and in such case shall notify you as soon as reasonably possible of the reason for such entry.

SAFETY AND HEALTH RULES

No dangerous or unlawful substance may be kept or used on the premises.

Obnoxious, unlawful, or offensive activities are prohibited.

The Association reserves the right to establish specific rules governing such potentially loud or disturbing activities as use of musical instruments, record players, radios, TV, or late-evening entertaining, if it determines that there is a need to do so in the best interest of all the members. Good judgment and thoughtfulness for others should always be used when engaging in such activities.

No animals or pets of any kind may be brought onto the premises.

There is no smoking in any unit or resort building. Guest may smoke on their patio or balcony only.

Neither the Manager, the Association nor Declarant is responsible to you for any loss or damage to your personal belongings or to those of any individual Member or guest.

EMERGENCIES

If the service of the Police Department, the Fire Department, an ambulance, or a doctor is needed, contact the Front Desk or dial 911. Any unsafe condition in your room or on the property should be reported to the Resort Manager or the Front Desk immediately.

CONTROL OF CHILDREN

Owners shall be responsible for the conduct of their children and of children of their guests, insuring that their behavior is neither offensive to any occupant of the resort nor damaging to any portion of the resorts facilities. Children will not be permitted to play in parking areas or any other common areas designated by the Association.

USE OF THE POOL AND SPA FACILITIES

Special towels are available from the Resort for use in the pool area. Please do not remove any towels from the units for any purpose. Hours and rules are posted at the pool and spa. Use of the facilities is solely at your own risk. No lifeguard will be on duty. Children shall not be permitted in the pool and spa area unless accompanied by an adult. Hours and rules are subject to change at the discretion of the Manager. Any person violating any of the rules will be refused use of the facilities.

MAXIMUM OCCUPANCY

The maximum allowable occupancy for the Studio Unit is two (2) persons, for the Del Mar (one bedroom unit) Unit is four (4) persons, the Belmont and Derby (two bedroom unit) is six (6) persons.

GUESTS

You may permit another person to occupy your Owner's Unit during the Use period reserved by you for Regular Use without charge from the Association. You may not permit another person to occupy your unit during a Use Period reserved for Bonus Time Use unless you are present during such Use Period.

You may invite guests to share occupancy of your Owner's Unit during your Use Period(s), provided that maximum allowable occupancy limits are not exceeded. The Manager will not give access to your Owner's Unit without your written permission. If you intend for a guest to use your Owner's Unit during your Use Period, you must inform the Association in writing prior to the first day of your Use Period. Please indicate the name(s) and address(es) of the guest(s). Upon check-in, guests 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 property unless accompanied by you or a Permitted User over 21 years old.

EMPLOYEE RELATIONS

The Association has employed personnel who are responsible for maintenance of the property and units, and all duties necessary to make your stay at Winners Circle Resort pleasant and comfortable. All employees at the resort are under the sole direction of the Manager, and, during working hours, shall not be diverted to the employment of

any Members. Complaints regarding employees and requests by the Members for assistance by employees should be made through the Manager or his/her designated assistant.

PERSONAL CHARGES

You will be responsible for the prompt payment of charges which may be incurred by you, your family and guests from time to time during your Use Week and/or Bonus Time usage. These personal charges are independent of, and, in addition, to your Annual Maintenance Fee and ordinarily must be paid at check-out time. Non-payment of such charges will result in suspension of Use Privileges.

DESK HOURS

The Front Desk will be open seven (7) days a week, 24 hours a day.

TENNIS CLUB

The Tennis Club will operate as a membership club with all rules applying to members and Time Share Owners alike:

- A) The Tennis Club is open from 8 a.m. to 9 p.m. Monday through Thursday and 8 a.m. to 6 p.m. Friday through and Sunday.
- B) Court reservations can be made two (2) days or 48 hours in advance.
- C) During your Use Week there is no charge for court time.
- D) During Day Use or Bonus Time there is a \$10.00 per person per hour court fee. This fee also applies to guests you bring to play tennis.
- E) A ball machine is available for homeowner use. During your Use Week there is a \$10.00 charge for the ball machine. During Day Use or Bonus Time there is a \$10.00 per hour fee (plus the \$10.00 per person per hour court fee).
- F) No running shoes are allowed. (No black soled shoes.)



THANK YOU

We appreciate your efforts to protect and preserve your investment at Winners Circle Beach and Tennis Resort by always being mindful of the effect of your actions on the property and the guests. We look forward to your continued cooperation with the Rules and Regulations during many years of vacationing at Winners Circle Beach and Tennis Resort.

Your Winners Circle Resort Board of Directors and Staff