

PARK CITY HOMEOWNERS TIMESHARE, INC
AMENDED AND RESTATED
RULES AND REGULATIONS
As of September 8, 2017

The following Amended and Restated Rules and Regulations (the “Rules”) have been established by the Board of Directors (the “Board”) of Park City Homeowners Timeshare, Inc. (the “Association”) pursuant to the Association’s Amended and Restated Declaration of Conditions, Covenants and Restrictions (the “Declaration”). The Rules were adopted by the Board as of the date first set forth above and supersede any previously distributed Rules and Regulations. The Board shall have the sole and exclusive authority to amend these Rules and Regulations. Failure to comply with these Rules may result in the suspension of the rights and privileges as an Owner.

1. CERTAIN DEFINED TERMS. Capitalized terms not otherwise defined herein shall have the meaning attributed to said terms in the Declaration.

a. **Controlling Person** – Means an individual who is the controlling trustor, trustee or owner of an Entity Owner where such Entity Owner’s name is expressly set forth as the grantee on the deed associated with the Timeshare Estate in question. A director, officer, employee or agent of an Entity Owner shall not be deemed to be a Controlling Persons for the Entity Owner in question. Any individual claiming to be a Controlling Person shall provide the Board with written evidence satisfactory to the Board to prove that such individual is a Controlling Person of the Entity Owner in question.

b. **Entity Owner** – Means an Owner whose title is held not in the name of an individual but rather in the name of a corporation, limited liability company, trust, partnership, or other legal entity.

c. **Governing Documents** – Means the Association’s Articles of Incorporation, Bylaws, Declaration, Rules, Project Rules and any other documents related thereto or referenced therein as may be amended from time to time.

d. **Related Parties** - Means, the past, present, and future owners, directors, trustees, officers, employees, lessees, personnel, affiliates, agents, contractors, successors and assigns of a person or entity. In no event shall any person or entity and its Related Parties be deemed to be a Related Party of any other person or entity or its Related Parties. The Related Parties of the Association shall include the Declarant, the Manager, the Project and/or their respective Related Parties. The Related Parties of an Owner shall include that Owner’s permitted Users and their respective Related Parties.

e. **Timeshare Estate** – Means an Owner’s ownership interest in the Project.

f. **Use Period** - Means the time and use period designated in an Owner’s deed during which the Owner has the exclusive right to use the Timeshare Estate, Unit and associated Common Areas in accordance with the Governing Documents.

g. **User** - Means any Owner, exchange user or other person who uses a Unit at the Project. Each User must be at least 18 of years of age or be accompanied by a person who is at least 18 years of age. If the oldest User in a Unit is less than 25 years of age, then the Manager shall have the right to require that (i) an additional written authorization be submitted to the Manager, (ii) a credit card number and authorization guaranteeing any unpaid charges or damages incurred by the User, (iii) a refundable security deposit of \$500 US or such other amount determined by the Board be paid to the Association upon checking in at the Project and prior to occupancy of the Unit, subject to deductions for unpaid charges or damages, and/or (iv) any other security that the Board deems necessary to protect the Unit, Project and/or Association.

2. REGULAR USE RESERVATIONS.

a. **Reservations.** Reservations are not required for Owners, as Owners are automatically entitled to the use of their designated Use Period in their Unit without having to make a reservation. In the event an Owner does not use or forfeits all or any portion of his or her Use Period for a particular year, involuntary (due to loss of use privileges caused by nonpayment of Assessments or other violations of the Governing Documents), the Board may authorize the Manager to make other use of the forfeited Use Period, through rental, Bonus Use, or otherwise.

b. **Confirming Reservations.** It is recommended that reservations be confirmed no later than 30 days prior to the first day of each Owner's Use Period, either by telephone by calling 1-888-267-4811 between 9:00 AM and 6:00 PM Mountain Time Monday-Friday, or by replying to the Manager's e-mail or telephonic request for confirmation. Owners checking into the Project should bring their written confirmation with them.

c. **Vacation Bank.** An Owner may "Vacation Bank" to carry-over an Owner's unused Use Period entitlement to the current or following calendar year. The deadline to Vacation Bank a Use Period is 60 days prior to the reservation start date for that Use Period. The fee to Vacation Bank shall be established by the Board from time to time. An Owner can Vacation Bank each unused Use Period three times into future years.

d. **Other.** In order to maintain full services at the Project at the lowest costs, the Association shall have the right to use any unused reservations or other Timeshare Estates and Use Periods for the Association's purposes.

3. BONUS TIME.

a. **Bonus Time.** All Owners in good standing shall have the right to use and occupy any Unit within the Project in excess of each such Owners allotted Use Period on the terms herein with a minimum two-night stay, as bonus time ("Bonus Time"), upon payment of nightly Bonus Time fees as established by the Board from time to time. A Unit shall be available for Bonus Time use for the periods of time during which there are no timely confirmations for occupancy of such Unit by an Owner or other User or because of Association-owned Timeshare Estates, or when an Owner's use rights have been suspended for nonpayment of Assessments, or otherwise as determined by the Board. Reservations for Bonus Use shall be on a "first-reserved, first-served, first-available" basis. Bonus Time can only be used by the Owners listed on the grant deed associated with the Timeshare Estate and related account. Guests of Owners are prohibited from using Bonus Time.

b. **Bonus Time Reservations.** Bonus Time can be reserved 90 days or less in advance if booking for weekday stays and 30 days in advance if booking for weekend stays at the then current rate.

c. **Other Terms.** Any Owner requesting Bonus Time must be in good standing under the Association's Governing Documents and such Owner's Maintenance Fees must be current. Bonus Use reservations will not be confirmed if an Owner is delinquent in payment of any amounts owed to the Association, or if an Owner's use rights have been suspended by the Board. Owners shall be charged a fee (as determined by the Board) for cancellations within 48 hours of a scheduled arrival on Bonus Time. No shows on Bonus Time shall be charged the entire amount of the reserved nights' stay. Bonus Time will be available on a first-reserved, first-served, first-available basis. Bonus Time Fees are a nightly rate set by the Board from time to time, and are published to the Owners on the Project website and newsletter. Bonus Use does not affect any other entitlement that an Owner may have to occupy such Owner's Unit.

d. **Bonus Time Revenue.** The Association will deposit revenues generated from Bonus Time into the Association's general account to help defray costs of the Association.

4. **RENTALS.** All Owners (including Entity Owners and the Association as to Association-owned Timeshare Estates) are allowed to rent their reserved Use Periods to third parties, from time-to-time but do not have the right to rent the Unit as a rental business, provided they (a) notify the Association's reservation department within seven days prior to check-in of the names of the person(s) who will be occupying the reserved Unit on behalf of the Entity Owner or Association as permitted Users; and (b) release, indemnify and hold the Association and its Related Parties harmless from any liability or expense (including legal fees and costs) associated with any such rental. The Board shall make any determination of whether any rentals of any Use Periods constitute time-to-time rentals or a rental business prohibited by these Rules. The Manager currently offers an Owner rental program at this time and Owners who wish to rent may do so with assistance from the Manager. Owners who wish to rent out a Unit without assistance from the Manager are responsible for collecting rent from, and paying all costs incurred in procuring, the renter, and are responsible for providing the renter with a copy of these Rules prior to arrival at the Project including notification to the renter that the Association assesses a Resort Fee for certain benefits associated with the Project. Rentals by the Association for its own account may be made as to Units which are not subject to a confirmed reservation. In addition to the Association's foregoing rental rights, the Association shall have the right to reserve and to rent Use Periods relating to Timeshare Estates owned by the Association, which may be reserved and utilized by the Association on the same basis as any other Owner's use of its own Use Period, on such terms and conditions as the Association may establish. Each Owner understands that there are various rental/resale companies in the marketplace, but many are not credible companies with proven track records. The Association does not recommend or endorse any rental/resale companies. Each Owner acknowledges that such Owner did not purchase the Timeshare Estate with expectations of receiving rental returns which may offset the purchase price, Assessments or other expenses associated with the Timeshare Estate.

5. **NONCOMPETITION.** An Owner and its Related Parties shall not directly or indirectly engage in any reservation, rental, marketing, sales or other business or other activity that directly or indirectly competes or adversely impacts any business or interests associated with the Project, the Association and/or the Manager including any rental, sale, resale, financing or other disposition of Use Periods, Timeshare Estates or timeshare intervals on a commercial basis all as determined by the Board. Any revenues that an Owner or its Related Parties shall directly or indirectly receive in connection with any such competitive business or other activity shall be held in constructive trust by the recipient thereof for the benefit of, and delivery to, the Association or its designee. This provision shall not prohibit an Owner from time to time renting or selling any Timeshare Estate owned by such Owner in accordance with these Rules.

6. **CHECK-IN/CHECK-OUT PROCEDURES.** Check-in time is 4:00 PM. Check-out time is 10:00 AM. Owners will be required to present a major credit card or cash deposit upon check-in. To keep costs down, prior to checking out, Owners should turn off all lights, television sets, radios and other appliances. In addition, Owners should fold down all beds used during their stay, lock the door to their Unit upon departure and leave their room key and all other items checked out to their party at the front desk upon check-out. Owner cooperation in following the above procedures is greatly appreciated as it will assist the staff in maintaining scheduled work shifts and operate within budgetary constraints.

7. **OCCUPANCY RESTRICTIONS.** An Owner may be denied occupancy of a Unit if at check-in time the Owner is delinquent in any amounts owed to the Association or if the Owner's use rights have been suspended by the Board. The maximum allowable occupancy per Unit is as follows:

Studio – four persons

One Bedroom – six persons
Two Bedroom – eight persons
Three Bedroom – ten persons

8. DAMAGES AND LOSSES. An inventory list is provided in the Unit. Owners must review that inventory list and report any discrepancies to the front desk. Owners, guests, renters, exchangers and other Users will be charged a fee to replace any items damaged or removed from the Unit.

9. PROJECT PERSONNEL. Personnel for the Project, including front desk, housekeeping and maintenance staffs, are employees of the Manager and are under the sole direction of the Manager. Please direct any special requests for services and assistance through the front desk.

10. EXCHANGE. If an Owner is a member of Interval International (II), Resort Condominiums International (RCI) or some other exchange program and such Owner desires to exchange a Use Period, such Owner should consult such Owner's exchange program directory and membership materials for trading rules which govern reservation exchange requests.

11. ENTITY OWNERS. Except as otherwise set forth in these Rules with respect to Resort Fees (defined below) and otherwise, Entity Owners, including Entity Owners which own multiple Timeshare Estates, may confirm and use their reservations on the same basis, and subject to the same conditions, as Owners generally, except that Entity Owners may make reservations in the name of the Entity, and are responsible to notify the Association's reservation department within seven days prior to check-in of the names of the person(s) who will be occupying the reserved Unit on behalf of the Entity Owner as said Entity Owner's permitted Users and said Entity Owners shall be required to pay Resort Fees.

12. COMMON AREA USE RESTRICTIONS. A User's non-exclusive right to use the Project's Common Areas and Common Facilities is subject to reasonable restrictions including, but not limited to, the following:

a. Nuisance. Radios, stereos, televisions, computers, electronic and other noise producing or similar devices must be played at a volume so as not to disturb the comfort of others. Users shall not cause any type of disturbance which is an annoyance to any other person staying at the Project. Noise shall be kept to a minimum between 11:00 p.m. and before 8:00 a.m. Any User who is disturbed by the volume of any radio, stereo, television, computer, electronic or other noise producing or similar device being used by another person should register a complaint at the Project's Front Desk, rather than directly with the person causing the nuisance.

b. Behavior. Users shall comply with all the Rules, including any house rules, governing the use of the pools, barbecue areas, recreation facilities, spa, wet areas and all other Common Areas of the Project. Users shall abide by generally accepted standards of reasonable conduct, whether or not specified in these Rules. Users shall conduct themselves in a reasonable manner and shall not engage in any offensive, annoying, obnoxious, or threatening manner while at the Project. Appropriate dress is required in and around the pools, spas, recreational facilities, and all other Common Areas.

c. Glassware. Coolers, drinking glasses, bottles or other glassware are not permitted in or around swimming pools, hot tub, wet areas, or other Common Areas.

d. Children. Children under 12 years of age must be supervised and accompanied by an adult at all times while in any pool area, hot tub, wet areas, playground equipment and fitness facilities associated with the Common Area. Due to its potential hazard to health, Children under 12 years of age are not permitted to use the hot tub. Users may not play or make loud noises in corridors, parking areas, driveways,

streets, or lobbies. Users are responsible for the behavior of their children and must ensure that their children do not disturb other people or cause damage or injury to any other person, any Project and/or its Related Parties.

e. Storage. Towels, bathing apparel, clothing or any other personal property or articles may not be hung on balcony railings or balcony furniture. No clothing, brooms, cartons or other containers or cleaning equipment may be placed on balconies, in passageways or windows which may be viewed from the exterior of the building in which such balconies, passageways, or windows are located. Shoes, sandals, laundry, bagged or un-bagged trash, carriages, bicycles, mats, skis, and all other similar items must be stored within the User's Unit and not in hallways, building entrances, balconies or any other Common Areas. Open flames, fires, hibachis or other items for cooking are not permitted on balconies or in Units. Dangerous or unlawful substances may not be stored, introduced or used within the Project. Furniture placed on balconies, inside Units or in Common Areas by the Association and/or Manager shall not be removed by any User.

f. Trash. Garbage and refuse must be put in the appropriate garbage receptacles located in designated areas throughout the Project. Any discarded food must be tightly wrapped in order to minimize pest infestation. Nothing shall be thrown or emptied out the windows or doors or down the stairways or from the balconies or in the Common Areas.

g. Pool Furniture. Use of pool lounge chairs and outdoor furniture is on a first-come, first-served, first-available basis. Pool, lounge chairs and furniture may not be reserved for extended periods of time by just placing personal articles thereon. Any pool, lounge chair, or furniture may not be saved. Any personal articles placed thereon, shall be removed for the use of another person by the Manager or its designated agent or employee. The Association, Project and/or its Related Parties are not responsible for the loss or theft of any personal items left anywhere in the Common Areas.

h. Facilities. Use of the Project's leisure and fitness center facilities and other Common Areas is on a first-come, first-served, first-available basis, unless reservations are permitted by the Manager.

i. Food and Beverages. Eating and drinking shall be confined to an Owner's Unit, and other areas designated by the Association or Manager.

j. Soliciting. No soliciting is permitted within the Unit or in the Common Areas at, at any time, including posting flyers in hallways, holding signs anywhere in the Common Area, and/or distributing or posting petitions anywhere within the Project. Owners are encouraged to address grievances in writing directly to the Manager. Any postings will be promptly removed by the Manager.

k. Signage. No signs, flags, or advertising devices of any nature including, without limitation, commercial, political, information, directional signs, for sale, for rent or devises, shall be erected or maintained on any part of the Project. Any signage will be promptly removed by the Manager.

l. Risk. Use of all Common Areas and facilities, including, but not limited to, swimming pool, hot tub, fitness center, sauna, and other recreational facilities and equipment, is at the User's own risk. The Association, Project and/or its Related Parties shall not be responsible for injuries to any person or damage or loss to any User's property from any cause whatsoever. Users are responsible for their own safety and the safety of their guests at all times. Because wet surfaces can be dangerous, Users should use caution in pool, hot tub and wet areas and in all other outside areas and building entrances at all times, particularly during and following rain, snow or where water is present. Users are reminded that recreational activities such as, but not limited to, biking, and skiing involve risks and Users should use extreme care when engaging in these activities. The Association, Project and/or its Related Parties do not sponsor or endorse, nor are they

responsible for, any person's participation in off-site activities including, but not limited to, biking, skiing and such activities are done at each User's own risk.

m. Keys. A User will be charged a fee for the replacement of any key lost by any User. Owners and occupants are to be aware that the Manager is provided with a key to all Units. At the Manager's discretion, the Manager, or his/her employee or agents, may enter the Unit. In such instances, the Manager shall attempt to notify the occupant prior to such entry, and shall inform the occupant, as soon as is reasonably possible, of the reason for such entry.

n. Pool/Hot Tub. The swimming pool is open for use from approximately 9:00 a.m. to 9:00 p.m. each day or any other hours established by the Manager and/or Project in question. Hot tubs may be open longer as posted at the Project. No diving, climbing, running or jumping is permitted in any swimming pool or hot tub area. Users must check water depth marks (located on the sides of each swimming pool) before entering the pool. Lifeguards may not be present at the swimming pool and hot tub. Use of the swimming pool and hot tub can involve risks and Users should use care when using the swimming pool and hot tub. Children under the age of 18 are not permitted within the pool area unless accompanied by an adult. A non-toilet trained child may only use the pool as long as that child wears a clean, close-fitting swim diaper or other diaper with a plastic outer covering that has elastic at the waist and the child wears a bathing suit over the type of diaper in question. Should a child have an accident in the pool, that child's parent or guardian will be charged for the cleaning and shutdown of the pool. No child under the age of 12 will use any hot tub at any time. Any person between the age of 12 and 18 years of age must be accompanied by a parent or an adult guardian when using the hot tub. Any person violating any of the pool and/or hot tub rules may be required to leave the pool and/or hot tub area and may be refused further use of those facilities. Proper pool attire must be worn at all times.

o. Pets. No pets or other animals may be brought into a Project at any time, except for properly licensed service animals. Only dogs shall be allowed as service animals as long as they meet the requirements as service animals. In order for a dog to qualify as a service animal, the work it performs must be directly related to the handler's disability. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder during an anxiety attack, or performing other duties. Service animals are working animals, not pets. Therapy animals deemed to provide emotional support, well-being, comfort or companionship shall not be deemed to be service animals allowed at the Project.

Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices in which case, the individual must maintain control of the animal through voice, signal, or other effective controls. Individuals are solely responsible for the care and supervision of their service animal. The Project is not required to provide care or food or a special location for any service animal. Individuals must promptly clean up after their service animals. Service animals shall not be left alone and unattended in Units for extended periods of time. Individuals may be charged and liable for any damage or injury caused by a service animal. Service animals may be removed if either: (1) the animal is out of control and the handler does not take effective action to control it; or (2) the animal is not housebroken. The Project may exclude any service animal whose behavior poses a direct threat to the health or safety of others. Individuals shall follow the Governing Documents, including Project Rules, respecting service animals. Individuals are fully responsible for all actions of their service animals as well as any damage, injury, liability and/or nuisance caused by their service animals.

p. Parking. Users may not leave cars unattended at lobby entrances, in driveways, or in loading or maintenance areas. Parking is available for Unit occupants only and, is permitted in the

underground parking garage or on the street in designated areas. One parking pass is issued per Unit – thus there is no additional space for guests or visitors of occupants. Street parking is available off-site. Please check with the Front Desk for a list of free parking areas throughout Park City. Repair of motor vehicles, trailers, boats, or other equipment and/or storage of such equipment, is not permitted in the parking stalls or other parking areas of a Project.

q. Towels. Pool and hot tub towels are available from the Front Desk daily. Each User is allowed one towel per person per day and is fully responsible to return that towel in good condition. Towels may not be removed from the Project at any time. Towels in Units may not be used around the swimming pools, hot tubs, or other Common Areas. Users may be assessed a fee for each towel lost by such User.

r. Use. Users shall only use the accommodations, facilities and services associated with the Project and Units for their own personal use in accordance with the Governing Documents and all applicable laws and not for any commercial or other use. Use of the pool area, hot tub, fitness facilities, Common Areas and associated accommodations, facilities and services is at the sole risk of the User and the Association, Project and its Related Parties shall not have any liability for the same.

s. Smoking. In accordance with the Utah Indoor Clean Air Act, smoking is prohibited anywhere at the Project, including vaping, marijuana, or other substances. Use of tobacco products is prohibited. A fine up to \$250 may be imposed for violation of this policy, which amount may be adjusted by the Board.

t. Drones. The use of drones and radio-controlled aircraft and devices is not permitted anywhere on the Project.

u. Aerials. No radio or television aerials shall be installed by an Owner or occupant.

v. Machinery. No Owner or occupant shall install or caused to be installed in any Unit any machinery, refrigerating or heating device or air conditioning apparatus, or use any illumination other than electric light.

w. Draperies. No draperies, shades, awnings or window guards shall be used in any Units.

x. Heating and Lighting. No Owner or occupant shall interfere in any manner with any portion of either heating or lighting apparatuses located in any of the Common Areas on the Project.

13. USERS. An Owner may permit another User to occupy the Owner's Unit during the Owner's Use Period. Renting of Bonus Time is strictly prohibited and any Owners who do so are in violation of these Rules and shall lose Bonus Time privileges for a period of time determined by the Board. Each Owner may invite others to share occupancy of such Owner's assigned Unit during such Owner's Use Period, provided that the maximum allowable occupancy limit for the Unit is not exceeded. The Manager will not give access to any Unit to any such permitted User without permission from the Owner in whose name there is a confirmed reservation. If an Owner intends for a person other than the Owner to use such Owner's Use Period or to accompany the Owner during such Use Period, the Owner must inform the Association prior to the first day of such Owner's Use Period and indicate the name and address of such person(s). When checking in, an Owner's guests will be asked to show proof of identification, sign a registration card and present a major credit card or cash deposit. Should the Project not be notified in advance of a person other than the Owner will use the Use Period, that User may be denied such use and/or a guest fee of \$25.00 (or such other amount as determined by the Board from time to time) may be charged and the Project will need to verify the guest check-in with the Owner.

14. **AGE RESTRICTIONS.** An Owner may permit persons under 18 years of age to occupy such Owner's Unit only if such minors are accompanied by a parent or adult guardian.

15. **HOUSEKEEPING.** The six-hour period between checkout time and check-in time is reserved exclusively for cleaning, inventory, repair and maintenance of Units by housekeeping and maintenance staffs. Each Unit will have one midweek service (7-night stay) including trash removal and fresh towels. Additional housekeeping services are available by contacting the front desk. A charge for additional housekeeping services will be made and must be paid at or prior to your departure.

16. **LAUNDRY FACILITIES.** Washers and dryers are located in Buildings 1 and 5 and available for User use and convenience at a nominal charge determined by the Board from time to time.

17. **FRONT DESK.** The front desk is open 24 hours each day, 7 days a week.

18. **TELEPHONE CALLS.** Each Unit is furnished with a private telephone which accesses direct lines via the front desk switchboard. At check-in, Owners and Users are offered the option of charging tolls calls to their Unit to pay at checkout. Toll calls may also be charged to an Owner or User's home or business telephone number, or be made collect. Further information on telephone operation is available through the front desk staff and welcome packet materials.

19. **PERSONAL CHARGES.**

a. **Definition.** The term "Personal Charge" means any expense resulting from the act or omission of, or otherwise in connection with, any Owner or User, including, without limitation: (i) the cost of telephone expenses, room service, extra housekeeping and other services incurred by such Owner or other User; (ii) the cost to replace or repair any damage or loss to the Unit, Common Areas or any other area of a Project, due to loss or damage caused by an Owner or other User; (iii) the cost to satisfy any amounts owing to any other Owner(s) or to the Association, Project, and/or their respective Related Parties due to any intentional or negligent act or omission or breach of the Governing Documents or applicable laws by such Owner or other User; (iv) any late charges or interest; (v) any Resort Fees (defined below) or similar charges; and (vi) tips and gratuities. For purposes of these Rules, any act, negligence, intentional misconduct or breach of the Governing Documents or applicable laws by a User shall be deemed to be the act of the Owner who permitted such User to use the Project, Common Areas and any Unit.

b. **Resort Fee.** The Association may also charge resort and facility fees in amounts determined by the Board from time to time (the "Resort Fee") which amounts shall be included in Personal Charges when applicable. A "Resort Fee" shall be charged to and paid by each User of the Project (1) whose individual name is not expressly set forth as the grantee on the deed associated with the Timeshare Estate in the Association in question; or (2) who is not the Controlling Person associated with any Entity Owner that is expressly set forth as the grantee on the deed associated with the Timeshare Estate in the Association in question.

c. **Payment.** Each Owner shall be responsible for prompt payment of all Personal Charges incurred by such Owner and his or her guests or other Users during the Use Period. Nonpayment of such Personal Charges may result in late charges, collection procedures, suspension of such Owner's use privileges and/or other enforcement actions, remedies and/or measures as determined by the Board. All Personal Charges shall be paid by an Owner as follows:

i. If the Association, Board, Project and/or Manager can determine the amount of the Personal Charge at check-out time, such Personal Charge shall be payable in cash, traveler's check or credit card at check-out time.

ii. Personal Charges which are not ascertainable at check-out time shall be payable by cashier's check or credit card within 30 days after an Owner receives a statement for such Personal Charges.

20. REMEDIES FOR FAILURE TO VACATE. If an Owner or User fails to leave when that person is supposed to do so, that person shall be subject to immediate eviction and responsible for paying damages for failure to vacate and for relocation costs for the person who was supposed to occupy the Unit in question.

21. EMERGENCIES. In case of an emergency while in residence at the Project, contact the front desk by dialing "0" and/or contact the appropriate authority, e.g. police, paramedics, or fire department, at 911.

22. TRANSFER OF OWNERSHIP; TRANSFER COMPANIES. An Owner shall not directly or indirectly, entirely or in part, convey, assign, lease, encumber or otherwise transfer all or any portion of such Owner's ownership interest in a Timeshare Estate (a "Transfer") without the Association's prior written consent. The Association shall charge, and the Transferring Owner shall pay, an administrative fee for reviewing and processing a Transfer of ownership information on the Association's books and records in an amount approved by the Board from time to time.

a. **Evaluation of Transfer and Transferee.** The Association is under no obligation to accept or to recognize the Transfer of a Timeshare Estate from an Owner to a person or entity (the "Transferee") including any Transferee which is determined by the Association to be, or which fits the profile of, a Transferee which does not have the intention of duly performing its obligations to the Association including paying required Assessments and other amounts to the Association, including any Transferee which is a party to a sham Transfer of ownership of an Owner's Timeshare Estate. Accordingly, before approving a Transfer of a Timeshare Estate, the Association is entitled to obtain the following information, at the Transferor's or Transferee's expense:

i. Identification of the proposed Transferee, including their name, state of formation, name, photo identification, e-mail address, and home and business telephone numbers of its principals, street address of its principal place of business and of its principals, copies of its organizational documents, and proof of good standing in the jurisdiction in which the Transferee is organized and in the State of Utah;

ii. Proof of the Transferee's ability and intention to pay the Assessments and perform the Transferee's other obligations to the Association in the future;

iii. Information as to whether the Transferee owns any other timeshare interests (not necessarily in the Project) and proof that such Transferee is current in payment of assessments as to such other timeshare interests;

iv. A report issued by a reputable and experienced timeshare transfer registry utilizing their database along with a compilation of public information about the Transferee, containing a classification of whether the Transferee is likely a fraudulent transfer company;

v. A copy of all contracts and related materials between the Transferor and the proposed Transferee, containing all terms and conditions of the proposed Transfer, including a proforma deed or conveyance document by which the Transferor proposes to convey its Timeshare Estate to the Transferee; and

vi. Such other information as the Association may reasonably request in order to fully evaluate whether the legitimacy and qualifications of the proposed Transferee.

b. **Right to Reject Transferee.** The Association reserves the right to reject any proposed Transfer to a suspected fraudulent Transferee, and to treat any such transaction as a slander of title to the Timeshare Estate and to the Project. In the event of such rejection, the Transfer may nevertheless be acknowledged by the Association if the Transferor agrees to (i) personally guaranty the Transferee's obligations under the Governing Documents, and (ii) be personally liable for all costs and expenses, including attorneys' fees incurred by the Association in clearing title to the Timeshare Estate including any costs associated with a judicial quiet title action or other judicial or nonjudicial proceedings as may be required to remove the cloud on title created by Transferor's actions which amounts shall be a Personal Charge.

c. **Right of First Refusal.** Notwithstanding any provisions herein otherwise, if an Owner desires to Transfer any of that Owner's right, title or interest in a Timeshare Estate, that Owner shall first deliver to the Association written notice of that proposed Transfer along with the price and all other terms and conditions associated with that proposed Transfer (the "Notice"). Within the first 30 days following the date that the Association receives such Notice (the "Notice Date"), the Association shall have an exclusive right of first refusal to purchase that Timeshare Estate on the same price, terms and conditions as the proposed Transfer (the "Right of First Refusal"). If the Association does not exercise its Right of First Refusal, that Right of First Refusal shall automatically come back into full effect if (i) the Owner ever changes the price, terms or conditions of the proposed Transfer from those delivered to the Association in the Notice, or (ii) the Owner does not actually complete the proposed Transfer within 90 days following the Notice Date.

23. **ENFORCEMENT OF THESE RULES.** All Owners and Users shall adhere to, and comply with, the Governing Documents. To assist the Association in the enforcement of the Governing Documents, the Association has delegated enforcement authority to the Manager. Any Owner or User who has been advised by the Manager that they are in violation of the Governing Documents shall immediately cease and desist that activity.

a. **Noncompliance.** If an Owner or User, after being notified by the Manager that they are in violation of the Governing Documents, fails to comply with the Manager's direction, the Manager may take any action and impose any penalty that the Manager deems appropriate and/or the matter will be referred to the Board for consideration of the assessment of penalties and other remedies by reason of such person's non-compliance. The Owner or User against whom such action is proposed to be taken has the right to appear before the Board at a regularly scheduled Board meeting to contest such action, all as provided in the Governing Documents. In addition to the general powers specified in this Section, the Board shall have the following additional rights and powers:

i. Suspension of Voting Rights. If an Owner is delinquent in payment of Assessments, that Owner's use rights and voting rights may be automatically suspended, and any proxies or any previously confirmed reservations may be automatically canceled and forfeited.

ii. Suspension of Privileges. If any Owner or User shall be in breach of the Governing Documents, the Board may suspend the right of such Owner or User to use the lodging rights and services for his or her Unit.

iii. Cross Default. If an Owner owns more than one Timeshare Estate, then any default in connection with one Timeshare Estate shall constitute a default under all such Owner's Timeshare Estates

and the Association may exercise rights and remedies against all such Timeshare Estates. Those defaults shall only be cured once all defaults are cured in connection with all such Owner's Timeshare Estates and ownership interests in the Association as determined by the Board.

iv. Enforcement by Foreclosure. The Association has a security interest in each Owner's Timeshare Estate and the right to foreclose on that security interest in the event of an Owner's uncured default under the Governing Documents.

24. BOARD OF DIRECTOR NOMINATIONS AND QUALIFICATIONS.

(a) **Nomination Procedures and Qualifications.** The Board shall have the right, but not the obligation, to establish nomination procedures and qualifications as the Board deems to be in the best interests of the Association. The nomination for election of Directors to the Board may be made by a Nominating Committee (defined below). Nominations may also be made from the floor at a meeting of the Owners.

(b) **Nominating Committee.** The Board shall have the right, but not the obligation, to establish a nominating committee (the "Nominating Committee") to make recommendations to the Board respecting potential candidates to fill positions on the Board. Any Nominating Committee is not authorized to make any decisions that are binding upon the Board or the Association. The Nominating Committee shall make as many nominations as it shall, in its discretion, determine to be proper. Such nominations shall be made from among Owners of the Association who meet, in the Nominating Committee's judgment, the criteria established by the Board from time to time. Any nomination criteria are not intended to be qualifications for Owners to run for positions as Directors or to be exhaustive, but rather guidelines to any Nominating Committee to select amongst the applicants whom a Nominating Committee believes are the most qualified to run for any vacant positions on the Board.

(c) **Mandatory Qualifications.** Any candidate for the Board must at a minimum meet the following qualifications as well as any other mandatory qualifications established by the Board from time to time (collectively, the "Mandatory Qualifications") all as determined by the Board:

a. Ownership. A candidate must be an individual Owner whose name is expressly set forth as the grantee on the deed associated with that Owner's Timeshare Estate in the Association. A candidate may also be the individual who is the Controlling Person for an Entity Owner. Entity Owners may not themselves serve in their Entity Owner status as directors on the Board. Directors, officers, employees and agents of Entity Owners may not serve as directors on the Board.

b. Good Standing. A candidate must be an Owner in good standing pertaining to all such candidate's payment and other obligations under the Governing Documents and in connection with the Association. If a candidate is a Controlling Person, then that individual and the Entity Owner associated with that Controlling Person must also be in good standing pertaining to all such individual's and Entity Owner's payment and other obligations under the Governing Documents and in connection with the Association.

c. No Conflict of Interest. A candidate must not have any actual or potential conflicts of interest with the Association and must not have or be perceived to have any personal agenda related to his or her desire to be elected to the Board. If a candidate is a Controlling Person, then that individual and the Entity Owner associated with the Controlling Person must not have any actual or potential conflicts of interest with the Association and must not have or be perceived to have any personal agenda related to his or her desire to be elected to the Board.

d. No Legal Action. A candidate must not be a party, a witness, or otherwise involved in any actual or potential mediation, arbitration, litigation or other legal action directly or indirectly against the Association or its Related Parties during the 24 months previous to the Board election in question. If a candidate is a Controlling Person, then that individual and the Entity Owner associated with that Controlling Person must not be a party, a witness, or otherwise involved in any actual or potential mediation, arbitration, litigation or other legal action directly or indirectly against the Association or its Related Parties during the 24 months previous to the Board election in question.

e. No Restrictions. A candidate should not (i) be subject to any agreements or arrangements, whether written or oral, and no understandings or pending or threatened actions or proceedings before any court, governmental agency or arbitrator, at law or in equity, which would result in a conflict of interest for that candidate, be breached by that candidate, or which would impair or prevent that candidate from performing his or her duties or rendering his or her services to the Association in compliance with the Governing Documents; (ii) be subject to any commitment or do any act in conflict with that candidate's duties to the Association; and/or (iii) be a party to any non-competition, non-solicitation, non-disclosure or similar covenants or agreements, which would be breached in any respect by that candidate upon his or her performance of duties to the Association.

If a candidate is a Controlling Person, then that individual and the Entity Owner associated with that Controlling Person should not (1) be subject to any agreements or arrangements, whether written or oral, and no understandings or pending or threatened actions or proceedings before any court, governmental agency or arbitrator, at law or in equity, which would result in a conflict of interest for that candidate or associated Entity Owner, be breached by that candidate or associated Entity Owner, or which would impair or prevent that candidate from performing his or her duties or rendering his or her services to the Association in compliance with the Governing Documents; (b) be subject to any commitment or do any act in conflict with that candidate's duties to the Association; and/or (c) be a party to any non-competition, non-solicitation, non-disclosure or similar covenants or agreements, which would be breached in any respect by that candidate upon his or her performance of duties to the Association.

f. Insurability. A candidate must not adversely impact the insurability or cost of insurance of for the Association. If a candidate is a Controlling Person, then that individual and/or associated Controlling Entity must not adversely impact the insurability or cost of insurance of for the Association.

g. Background Check. A candidate must submit to a criminal background check and such background check must not reveal any circumstance that could adversely impact the Association or its Related Parties as determined by the Board. If a candidate is a Controlling Person, then that individual and/or associated Controlling must submit to a criminal background check and such background check must not reveal any circumstances that could adversely impact the Association or its Related Parties as determined by the Board.

(d) **Other Criteria.** The Board or Nominating Committee may also consider the following and any other criteria established by the Board from time to time in evaluating a potential candidate for the Board all as determined by the Board:

a. Commitment. The Board or Nominating Committee may consider a candidate's desire to serve as a Director and commitment and availability to attend Board meetings and Owner meetings of the Association.

b. Experience. The Board or Nominating Committee may consider a candidate's business experience and background, which may include an understanding of the principles of management and finances. Such experience may include working in business and nonprofit organizations such as

homeowner associations. Furthermore, the candidate should possess strong writing and communication skills and should be proficient in the English language. A candidate should be able to communicate proficiently and timely through the use of e-mail and other electronic media.

c. Ownership History. The Board or Nominating Committee may consider a candidate's ownership of timeshare in the past, the length of time of such ownership, the number of Timeshare Estates the candidate may own or control in the Project and his/her participation in timeshare events and happenings.

d. Application Completeness. The Board or Nominating Committee may consider the completeness of a candidate's application to serve on the Board.

e. Capability. The Board or Nominating Committee may consider a candidate's ability to take on and complete tasks in his or her capacity of as a Director on the Board.

(e) **Director Requirements.** Each Director shall adhere to good faith, reasonable and ethical business practices and conduct established by the Board from time to time including the following all as determined by the Board:

a. Mandatory Qualifications. Each Director shall at all times meet the Mandatory Qualifications set forth above.

b. The Duty of Loyalty. The duty of loyalty requires Directors to exercise their powers in the best interest of the Association and its Related Parties not in their own interest or the interest of another entity or person. In making decisions on matters before the Board, each Director is encouraged to fully and vigorously express independent thoughts about what she or he reasonably believes in good faith to be in the best interests of the Association and its Related Parties. Nevertheless, after such full and vigorous discussion and a duly conducted vote on the matter in question, each Director shall fully and in good faith support the ultimate decision of the Board and Association respecting that matter, even if that decision is contrary to, or not entirely consistent with, a particular Director's preference or point of view. Any Director who cannot fully and in good faith support the ultimate decision of the Board and Association respecting a particular matter should promptly resign his or her position on the Board by delivering written notice of such resignation to the Board.

c. Conflict of Interest. Directors may have interests in conflict with those of the Association and/or its Related Parties. A Director should not use his or her position to advance that Director's personal interest. The duty of loyalty requires that a Director be conscious of the potential for such conflicts and act with candor and care in dealing with such situations. Conflicts of interest involving a Director are not inherently illegal nor are they to be regarded as a reflection on the integrity of the Board or the Director. It is the manner in which the Director and the Board deals with a disclosed conflict, which determines the propriety of the transaction. A conflict of interest is present whenever a Director has a material personal interest in a proposed contract or transaction to which the Association and/or its Related Parties may be a party. This interest can occur either directly or indirectly.

d. Confidentiality. A Director should keep confidential and not disclose any information about the Association and/or its Related Parties unless that information is already known by the public or is of public record. The individual Director is not a spokesperson for the Association and/or its Related Parties and thus disclosure to the public of the activities or information of the Association and/or its Related Parties should be made only through the designated spokesperson for the respective parties.

e. Non-Solicitation. A Director should not directly or indirectly compete or solicit business of the same or similar type being carried on by the Association and/or its Related Parties, from any person known by that Director to be a Related Party of the Association, whether or not that Director had personal contact with such person during and by reason of that Director's position with the Association and/or its Related Parties. A Director shall not (i) solicit, employ, or otherwise engage as an employee, independent contractor, or otherwise, any person who is or was a Related Party of the Association or in any manner induce or attempt to induce any Related Party of the Association to terminate his or her employment with the Association and/or its Related Parties; (ii) interfere with any relationship between the Association or its Related Parties with any person, including any person who at any time during the Director Period was an employee, contractor, supplier, customer, or other Related Party of the Association; or (iii) compete with any business performed by the Association and/or its Related Parties. A Director shall not disparage or make any negative statements about the Association and/or its Related Parties.

f. Association Opportunities. Before a Director engages in a transaction which such Director reasonably should know may be of interest to the Association and/or its Related Parties, the Director should disclose the transaction to the Association in sufficient detail and adequate time to enable the Association to act or decline to act with regard to such transaction. An Association opportunity arises when a Director knows that she or he can participate in a transaction, which would plausibly fall within the present or future activities of the Association and/or its Related Parties. As a matter of good practice, the Director should affirmatively present the opportunity to the Association before participating in the transaction outside the Association.

25. PROPRIETARY INFORMATION AND NO NEGATIVE STATEMENTS. The provisions in this Section shall survive the termination of the Governing Documents for any reason.

a. Definition. For purposes of these Rules, "Proprietary Information" shall mean all names, abbreviations, logos, trademarks, service marks, trade secrets, copyrights, domain names, websites, brands, electronic materials, technologies, concepts, ideas, products, plans, drawings, works of authorship, models, licenses, patents, inventions (whether patentable or not), customer and owner lists and information, records, databases, manuals, images, photographs, videos, audio productions, music, text, applets and other intellectual property (along with any variations, amendments and updates thereto) directly or indirectly associated with the Projects, and/or their respective Related Parties.

b. Restrictions. Each Owner and its Related Parties shall not directly or indirectly at any time or in any manner (i) purchase placement rights for any Proprietary Information or use any Proprietary Information in any manner of advertising or marketing materials or media, including but not limited to internet and web advertising; (ii) target, solicit, or otherwise exploit any of the Proprietary Information to seek or offer business, services or products to any person or entity in connection with any Proprietary Information; (iii) use, or allow any websites within its control, to use any predatory advertising methods designed to generate traffic from websites associated with the Proprietary Information in any manner including creating or overlaying links or banners on websites, spawning browser windows, or utilizing any other method to generate traffic from a website with Proprietary Information without the owner's knowledge, permission and participation; (iv) use, copy, decompile, disassemble or reverse engineer any of the Proprietary Information; (v) create any intellectual property, product, service or technology that is based upon, developed with, derived from, uses, employs, or incorporates, any of the Proprietary Information; (vi) make any commercial use of the Proprietary Information; (vii) disclose, solicit, contact or enter into any agreements respecting the Proprietary Information; and/or (viii) have any right, title or interest in the Proprietary Information.

c. **No Negative Statements or Actions.** No Owner or User shall at any time directly or indirectly take any action and/or make, publish, file or record any oral or written statements that would likely have a negative or injurious impact upon the Project, the Association, the Board and/or their respective Related Parties except to the extent required in connection with enforcing or defending under the Governing Documents and/or as required by applicable laws. No Owner or User shall engage in any action that is derogatory, defamatory, libelous or slanderous to the Project, the Association, the Board and/or their respective Related Parties.

d. **Liquidated Damages.** Each Owner stipulates and agrees that any violation of the covenants in this Section shall cause damages in amounts that are difficult if not impossible to ascertain with particularity. It is therefore stipulated that in the event of any breach of these covenants respecting Proprietary Information, the person breaching shall be required to pay the Association \$100,000, which amount is recognized as the best estimate or the valuation of such a breach, and the same is stipulated and acknowledged to be reasonable and not in the nature of a penalty or forfeiture.

26. **OWNER REPRESENTATIONS.** Each Owner represents and warrants for himself or herself that the following statements are true, correct and not misleading through the term of the Timeshare Estate:

a. The Owner has received, read, understood, approved and, where applicable, signed the Governing Documents.

b. The Association and/or its Related Parties are not required to pay the Owner for referring any future or potential customers to the Association and/or its Related Parties.

c. The Association and/or its Related Parties have not made any representations, warranties or promises to the Owner that the Owner shall derive any income, profit or earning from the rents, profits or use of any other lodging right and service associated with the Governing Documents, the Association and/or the Timeshare Estate. Each Owner understands that Timeshare Estate and related benefits are not securities and have not been registered as such under any Applicable Laws.

d. Each Owner has been given an adequate opportunity to investigate and become familiar with all aspects and components of the Timeshare Estate and the Owner is relying upon the Owner's own investigation and familiarization and not upon any statement, representation or warranty of the Association and/or its Related Parties except as specifically set forth in the Governing Documents.

27. **LIMITED REPRESENTATIONS.** Each Owner accepts his or her Timeshare Estate in "as is" condition without any representations or warranties from the Association and/or its Related Parties. Each Owner and its Related Parties shall not rely upon any other alleged statements, warranties, promises, guarantees or representations attributable to the Association and/or its Related Parties, or anyone acting or claiming to act on behalf of the same and no such other matters shall be binding upon the Association and/or its Related Parties.

28. **LIMITATIONS ON LIABILITY.** The provisions in this Section shall survive the termination of the Governing Documents for any reason.

a. **Claim Resolution - Insurance.** In the event that any Owner, User and/or their respective Related Parties, or anyone claiming rights through the foregoing (collectively and/or individually a "Claimant"), has any claim, demand, offset, right or defense assertable against the Association and/or its Related Parties or involving the Project on any matter (collectively, a "Claim"), the Claimant shall first submit such Claim to the insurance company associated with the person, entity or Project in question for resolution and allow at least 90 days after submission of that Claim to the insurance company for resolution

of that Claim before commencing arbitration in compliance with the Governing Documents respecting such Claim. Such Claim shall be entirely barred, and fully released and waived, unless the Claimant commences arbitration respecting such Claim within 120 days after the first occurrence of the event on which the Claim is based. For the purposes of this subsection, arbitration shall be considered commenced only upon the filing of a demand for arbitration in compliance with the Governing Documents.

b. **Claim Resolution - Arbitration.** Any Claim that is not resolved pursuant to the foregoing Section shall be resolved only by mutual agreement between the Parties or by binding arbitration (without right of appeal) in accordance with this provision. An Owner shall not have the right to resolve any Claim by filing an action in any court of law or similar venue. An Owner shall only have the right to submit a Claim for resolution by binding arbitration conducted in English, administered by, and pursuant to the rules of, the American Arbitration Association or any other arbitration organization mutually agreed upon by the Parties (the "Arbitration Association"). Any such arbitration shall be conducted at an office of the Arbitration Association in Salt Lake County, Utah by one or more arbitrators appointed in accordance with the rules of the Arbitration Association. The cost of arbitration, including the fees of the arbitrator(s), shall initially be borne equally by the Parties; provided, the prevailing Party shall be entitled to recover those costs, in addition to reasonable actual attorneys' fees and expenses, collection costs and other expenses incurred during the entire Claim as reasonably determined by arbitrator(s). Notwithstanding any provision otherwise, nothing in the Governing Documents shall limit the rights of the Association and its Related Parties to bring any legal or other action against any Owner, User or any other person or entity in any manner and/or in any jurisdiction allowed by applicable laws.

c. **Association Responsibilities.** The Association may, in its sole discretion and to the maximum extent permitted under applicable laws, reimburse, indemnify and hold harmless each present and future officer, committee member and employee of the Association and its Related Parties and each person who, at the request of the Association acts as an officer, committee member or employee of any other entity in which the Association has an interest, from and against all loss, cost, liability and expense (including legal fees and costs) which may be imposed upon or reasonably incurred by him or her, including reasonable settlement payments, in connection with any claim, action, suit or proceeding or threat thereof, made or instituted, in which he or she may be involved or be made a party by reason of his being or having been a director, officer, committee member or employee of the Association and/or its Related Parties, or by reason of any action alleged to have been taken or omitted by him or her in such capacity.

d. **Owner Responsibilities.** To the extent permitted by applicable laws, each Owner shall irrevocably, unconditionally and forever assume liability for, release, waive, defend, hold harmless and indemnify the Project and Association and/or its Related Parties from and against any and all liabilities, claims, actions, debts, liens, encumbrances, demands, obligations, damages, losses and/or expenses, including attorneys' fees and expenses and collection costs, incurred by the Project or the Association and/or its Related Parties at any time directly or indirectly, entirely or in part, in connection with that Owner, that Owner's ownership, that Owner's Related Parties, and/or any breach of the Governing Documents or applicable laws by that Owner and/or its Related Parties.

e. **Acknowledgement.** In connection with any waiver or release required of any Owner under the Governing Documents, such Owner acknowledges that the significance and consequence of that waiver and release are that even if the Owner should eventually suffer additional damages or have additional claims arising out of the circumstances associated with the released matters, the Owner shall not be able to recover those damages or pursue those claims. Furthermore, each Owner acknowledges that such Owner intends these consequences even as to damages and claims that may exist but which the Owner does not know exist, and which, if known, would materially affect the Owner's decision to be bound by the Governing Documents regardless of whether the Owner's lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause.

f. **Nonliability.** To the fullest extent permitted by applicable laws, the Association and/or its Related Parties shall not have any personal, recourse, deficiency or other liability of any kind to any Owner, User or other person or entity and/or their respective Related Parties for any damage, loss or prejudice suffered or claimed on account of (a) any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which the Association's Related Parties, committees or persons reasonably believed to be the scope of their duties; (b) any condition or circumstance at the Project or any exchange program resort or associated common areas; (c) any travel to or from the Project or exchange program resort or activity; (d) the acts or omissions of any Owners, Users, exchange company, Related Party or third-party; and/or (e) in connection with any agreement with any exchange company or other third party or their respective Related Parties.

29. MISCELLANEOUS PROVISIONS

a. **Amendment.** These Rules may be amended at any time by a vote of the majority of the Board.

b. **Termination.** These Rules shall remain in place until the dissolution of the Project or until the earlier termination or modification of these Rules by the Board.

c. **Notices.** Notices provided for in these Rules shall be in writing and shall be deemed sufficiently given either (i) when delivered personally at the appropriate address, (ii) upon the 5th day after deposit of same in any United States postal mail system postage prepaid, (iii) upon the 15th day following the deposit of such notice in the mail system of a country other than the United States, postage prepaid, (iv) upon receipt, when delivered by overnight or express delivery service, or (v) delivered by e-mail to the current e-mail address the Association and/or Project has on record for an Owner. Any notice to an Owner required under these Rules shall be addressed to the Owner at the last mailing and/or email address for such Owner appearing in the records of the Association and/or Project. The addresses for purpose of this Section may be changed by giving written notice in accordance herewith. A party's last known mail or email address as provided in this Section shall continue in effect until notice is provided in accordance with this Section.

d. **Interpretation.** The Article and Section headings in these Rules are for convenience and reference purposes only and do not define, limit, describe, expand, modify or aid in the scope, intent, interpretation, construction or meaning of the Governing Documents. As used herein the singular shall include the plural and the masculine shall include the feminine and neuter and the word "person" shall include any corporation, firm, company, entity or other form of association.

e. **No Waiver.** The failure to enforce any provision of the Governing Documents shall not constitute a waiver thereof of the right to enforce such provision thereafter. The provisions of the Governing Documents may be waived only in a writing signed by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

f. **Force Majeure.** Any prevention, delay or stoppage of work or other obligations to be performed by the Association and/or Project that are due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; civil commotion; fire or other casualty or other causes beyond the reasonable control of the Association and/or Project shall excuse performance of the obligations by the Association, Project and its Related Parties for a period equal to the duration of that prevention, delay or stoppage.

g. Fees. Except as otherwise expressly stated in the Governing Documents, all fees and charges contemplated in the Governing Documents shall be established and may be modified by the Board from time to time.

h. Attorneys' Fees. The prevailing Party in any action or defense involving the Governing Documents shall be entitled to be reimbursed for its costs and attorneys' fees by the non-prevailing Party in any such action or defense.