

# **THE PARK PLAZA TIMESHARE OWNERS' ASSOCIATION**

## **RULES AND REGULATIONS**

The following Rules and Regulations have been established by your Board of Directors pursuant to Section 4.2(m) and 2.16(f) of the Notice of Amendment and Amended and Restated Declaration of Establishment of Conditions, Covenants and Restrictions for Park Plaza Resort ("Declaration") and were adopted by your Board of Directors on May 20, 2014 and supersede any previously distributed Rules and Regulations. These Rules and Regulations supplement your Declaration and do not change your obligations as an Owner under either the Declaration or other Governing Instruments. The Board of Directors shall have the sole and exclusive authority to amend these Rules and Regulations. Failure to comply with the Rules and Regulations may result in the suspension of your rights and privileges as an Owner. Capitalized terms not otherwise defined herein shall have the meaning attributed to said terms in the Declaration.

### **REGULAR USE RESERVATIONS**

#### **1.1 WHEN TO MAKE YOUR RESERVATION:**

Reservation of use periods may be made by Owners up to twelve (12) months in advance of desired use, and shall be made no less than fourteen (14) days prior to the beginning of the desired use period.

#### **1.2 HOW TO MAKE A RESERVATION:**

You must make a reservation in order to use a unit. Telephone requests may be made by telephoning 1-888-267-4811 between 9:00 AM and 6:00 PM Monday-Friday

All reservation requests shall include a first and second choice of use periods, intended arrival dates, intended departure dates and the number of adults and children who will be occupying the particular unit. You must be current in payment of your Assessments to make or keep a reservation.

#### **1.3 LIMITATIONS ON RESERVATIONS:**

For each timeshare interval owned, you are entitled to reserve a maximum of seven (7) consecutive nights in your season and unit type in each calendar year (comprised of the weeks commencing on Saturdays from January 1 through December 31).

1.4 SPLIT YOUR USE WEEK:

You may "split" the use of your vacation week. You may split your week into two (2) or three (3) Use Periods during that Season; provided, however, that no Use Period shall be for less than two (2) nights, nor more than seven (7) nights, and only one split Use Period may include both a Friday and a Saturday night. The fee for each split is \$60.

1.5 UNIT TYPE/SEASON REQUESTED:

You will be assigned a Unit of the same type and Season that you own unless you request an upgrade. You may upgrade your unit type and/or season, based on space availability. A season upgrade can be requested 90 days prior to arrival for a fee of \$120. You can request an upgrade of your unit 60 days prior to arrival. Unit upgrade fees are:

Studio to Mini \$35/night

Studio to 1B \$45/night

Studio to 2B \$60/night

Mini to 1B \$35/night

Mini to 2B \$45/night

1B to 2B \$35/night

1.6 HIGH DEMAND USE PERIODS REQUEST:

The Board has designated as High Demand Use Periods, Use Periods containing the following holidays or events: Christmas, New Years, Thanksgiving, Memorial Day, Labor Day, Veterans Day, Independence Day, Washington's Birthday, Lincoln's Birthday, the Sundance Festival, and the Kimball Arts Festival. Owners who reserve one of these High Demand Use Periods may do so no more frequently than once every other year. Reservations for High Demand Use Periods may only be made by telephone.

1.7 VACATION BANK:

As an owner, you may "Vacation Bank" to carry-over your unreserved Vacation Week entitlement to the following calendar year. The deadline to vacation bank your winter Vacation Week is June 30 for Prime Season Vacation Weeks and October 15 for High Season Vacation

Weeks. The fee to Vacation Bank the week is \$60 per week, per year when it is completed by the deadline or \$120 per week, per year when done after. You can Vacation Bank each year three times into future years. Additionally you can reinstate an expired week for \$120 so that you can Vacation Bank it into a future year.

1.8 CANCELLATION:

You may cancel your reserved use period up to fourteen (14) days prior to check-in, but will be charged a cancellation fee of \$150. If you fail to cancel your reservation at least fourteen (14) days prior to check-in time, you shall be considered to have used the entire use period for which the reservation is made. The Association will make every effort, but cannot guarantee, that you will be able to reserve another use period in your current calendar year.

1.9 NO SHOW:

You will be assessed a fee of \$150 if you do not show up for your reservation. A No Show is considered when you fail to show up the day of your scheduled arrival and will be cancelled within 24 hours and considered full use of your week.

1.10 CONFIRMATION OF RESERVATION REQUESTS:

Reservation requests must be confirmed by the Reservations Department before being valid. If neither of the two (2) choices requested by a Member can be confirmed due to unavailability, such requesting Member shall be so notified, and will be asked to contact the Reservations Department, either by telephone, or in writing, for information concerning available use periods. Confirmations will be given by the Reservations Department to Owners by email.

You may be prevented from securing a confirmed reservation if a unit of the same type as yours is not available for use at the time sought because that time was previously reserved for regular use by another Owner. Your reservation request will not be confirmed, nor will occupancy of an assigned unit be permitted, if you are delinquent in payment of any amounts owed to the Association or if your use rights have been suspended by the Board of Directors.

**BONUS USE RESERVATIONS**

Subject to availability, you may be entitled to occupy a unit of any unit type or season during one or more additional time period as Bonus Use. Bonus Use may be available if time has not been otherwise reserved. Reserved Bonus Time cannot be rented by an Owner to a guest.

Bonus Time is subject to availability. Bonus Time can be reserved for any unit type or season during one or more additional time periods. Can only be used by the Owners listed on the account -- guests are prohibited from using Bonus Time.

When to make Bonus Time Reservations: Bonus Time can be made 90 days or less in advance if booking for weekday stays and 30 days in advance if booking for weekend stays at the current rate.

Other terms:

- Maintenance Fees must be current;
- Cancellations will be charged a fee if canceled within 48 hours of arrival.
- No Shows will be charged the entire amount of the reserved nights stay.
- First Reserved, First Served basis.

Bonus Time Fees are a nightly rate set by the Board, which may be adjusted annually, and is published to the owners on the resort website and resort newsletter.

Your Bonus Use reservation will not be confirmed if you are delinquent in payment of any amounts owed to the Association, or if your use rights have been suspended by your Board of Directors.

## 2.5 EFFECTS OF BONUS USE ON OTHER ENTITLEMENT:

Bonus Use does not affect any other entitlement you may have to occupy a unit.

## 2.6 BONUS USE REVENUE:

The Association will deposit revenues generated from Bonus Use into its general account to help defray costs of the Association.

## **DAY USE**

A limited number of Owners, and guests of Owners who are staying at the resort, may enjoy daytime use of the Park Plaza Resort subject to the provisions outlined herein. The facilities which

may be used on this basis are the swimming pool, spa, patio areas, gas barbecues, game room, and lobby.

Your Day Use reservation will not be confirmed if you are delinquent in payment of any amounts owed to the Association, or if your use rights have been suspended by your Board of Directors.

**3.1 DAY USE PROCEDURE:**

Limited Day Use of the resort is available on a pre-reserved basis ONLY. Reservations may be made at least 24 hours in advance and will be available on a first-reserved, first-served basis. To reserve day use call the resort directly at (435) 649-0870. Front desk personnel will take Owners' names, number of guests in the party and approximate time of arrival.

**3.2 DAY USE CAPACITY:**

A maximum of thirty (30) persons may use Day Use at any one time. Owners must be present with guests at all times.

**3.3 DAY USE CHECK-IN:**

Hours will be 9:00 AM to 5:00 PM daily. Guests must register at the front desk and are requested at checkout prior to departure.

**3.4 WAIVER:**

All Owners and guests utilizing Day Use privileges will be required to sign a waiver of liability, available at the resort front desk, for any injury to the user or damage to the users property while utilizing Day Use. Minors utilizing Day Use privileges must have the waiver signed by the minor's parent or guardian.

**OTHER GENERAL RULES**

**4.1 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, as approved by your Board of Directors, upon check-in. To keep costs down, please turn off all lights, television sets, radios and other appliances. In addition, fold down all beds used during your stay, lock the door to your unit upon departure and leave your room key and all other items checked out to your party at the front desk upon checkout. Your 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.

#### 4.2 OCCUPANCY RESTRICTIONS:

Unit: You may be denied occupancy of your unit if at check-in time you are delinquent in any amounts owed to the Association or if your use rights have been suspended by your Board of Directors.

Limit: The maximum allowable occupancy is eight (8) persons for a two-bedroom unit, six (6) persons for a one-bedroom unit, four (4) persons in a mini-suite, and two (2) persons in a studio unit.

#### 4.3 DAMAGES AND LOSSES:

An inventory list is provided in the unit. Please review the inventory list and report any discrepancies to the Front Desk.

A copy of the manufacturer's instructions for operation of appliances will be placed in each unit. Appliances should be used in accordance with these instructions.

#### 4.4 PROJECT PERSONNEL:

Personnel for the Resort, including front desk, housekeeping and maintenance staffs, are employees of the Management Company and are under the sole direction of the Resort General Manager. Please direct special requests for services and assistance through the front desk.

#### 4.5 EXCHANGE:

If you are a member of Interval International (II) and/or Resort Condominiums International (RCI) and you desire to exchange a use period, please consult your II and/or RCI directory and membership materials for trading rules which govern reservation exchange requests.

#### 4.6 PERSONAL ITEMS/STORAGE:

You are totally responsible for personal items brought into the Project. Personal belongings shall not be stored on the premises other than in your unit. Neither the Resort General Manager nor the Association is responsible for any personal items left by you or your guests at checkout. No storage is permitted in the parking area.

#### 4.7 GUESTS (PERMITTED USERS):

You may permit another person to occupy your assigned unit during your use period by purchasing a Guest Certificate for a fee of \$25. Renting of Bonus Time is strictly prohibited. The Owners found to have done so are in violation of these rules and regulations and will lose Bonus Time privileges. You may invite others to share occupancy of your assigned unit during your use period(s), provided that the maximum allowable occupancy limit for the unit is not exceeded. The Resort General 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 you intend for a person other than yourself to use your use period or to accompany you during your use period, you must inform the Association prior to the first day of your use period. Please indicate the name and address of such person(s). When checking in, your guests will be asked to show proof of identification, sign a registration card and present a major credit card or cash deposit, as approved by your Board of Directors.

#### 4.8 AGE RESTRICTIONS:

You may permit persons under 18 years of age to occupy your unit only if he/she/they are accompanied by a parent or adult guardian. See 4.15 "Use of Spa" for additional age restrictions.

#### 4.9 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.

Upon arrival you will find your unit fresh and clean.

One midweek service to include (7 night stay):

1. One set of fresh bed linen; and
2. Light cleaning, dusting and vacuuming.

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.

#### 4.10 PASSKEY:

Members are to be aware that the Manager is provided with a passkey to all units. At the Manager's reasonable discretion, the Manager, or his/her employee or agents, may enter any unit. In such instances, the Manager shall notify the occupant prior to such entry, as soon as is reasonably possible, of the reason for such entry.

#### 4.11 PARKING:

Parking by Members, their family, guest, and invitees, is permitted in the underground parking garage or on the street in designated areas. One parking pass is issued per room.

The Association is not responsible for lost/stolen/damaged vehicles or other property on Owners and/or guests. Damage to cars and other objects or common areas shall be the responsibility of the person causing the damage.

#### 4.12 LAUNDRY FACILITIES:

Washers and dryers are located in the underground parking garage. They are available for your use and convenience at a nominal charge.

#### 4.13 APPEARANCE OF PROJECT:

No sunshade awnings or other similar devices may be used on any balcony or terrace. Draping of any articles including towels, swim suits, etc., in the balcony areas or otherwise is not permitted.

#### 4.14 SWIMMING POOL RULES:

Pool rules are posted within the pool areas and listed in the Welcome Packet materials. Use of the pools is exclusively at the user's own risk. No lifeguard is on duty, nor will the Manager, its employees, or agents supervise or watch over the pool in any manner. Children are not permitted within the pool area unless accompanied by an adult. Any person violating any of the pool rules will be refused further use of the pools.

#### 4.15 USE OF SPA:



The spas are intended to be an adult amenity. Due to its potential hazard to health, only persons twelve (12) years of age or older may use the spa. Any person between twelve

(12) and eighteen (18) years of age must be accompanied by a parent or an adult guardian when using the spa.

4.16 SOLICITING:

No commercial soliciting is permitted, whether within a Timeshare Unit or the common area, at any time by any Owner, guests, exchange user, or member of the general public.

4.17 FRONT DESK:

The front desk is open twenty-four (24) daily, seven (7) days a week.

4.18 TELEPHONE CALLS:

Each unit is furnished with a private telephone which accesses direct lines via the front desk switchboard. At Check-In, Owners and guests are offered the option of charging tolls calls to their unit to pay at checkout. Toll calls may also be charged to your home or business number, or be made collect. Further information on telephone operation is available through the Front Desk staff and Welcome Packet materials.

The Association will charge a minimum fee of \$5.00 for any personal charges required to be billed to an Owner after checkout. Each Member shall be responsible for prompt payment of charges incurred by such Member, his family, and guests during the use period, including but not limited to long distance telephone calls, additional housekeeping service, or other items. Nonpayment of such personal charges may result in the suspension of such Member's use privileges.

4.19 RESTRICTED ACTIVITIES:

Dangerous or unlawful substances may not be stored, introduced or used within the project. All unlawful, obnoxious or offensive activities are prohibited in any unit or other area of the project. You are requested to control noise and activities so that you do not disturb other occupants. You are requested to monitor activity of your children, and your guests' children, so they do not disturb others. Children are prohibited from playing in parking areas, the lobby and any other non-recreational common areas.

No Member shall make structural changes, reorganize or remove the common furnishings, wall hangings, floor coverings, or decorating of any kind within the units or common areas.

4.20 SMOKING:

In accordance with the Utah Indoor Clean Air Act, smoking is prohibited within the common areas (lobby, hallways, elevators, pool area, etc.).

4.21 REMEDIES FOR FAILURE TO VACATE:

If you fail to leave when you are supposed to, you are subject to immediate eviction, and you will be responsible for paying damages for your failure to vacate and for relocation costs for the person who was supposed to occupy your unit.

4.22 ENFORCEMENT OF THESE RULES AND REGULATIONS:

The Board expects all Owners and their guests to adhere to the requirements set forth in the Rules and Regulations and the Declaration. To assist the Board of Directors in the enforcement of the provisions of these two documents, the Board has delegated enforcement authority to the Manager. Any Owner or guest who has been advised by the Manager that they are in violation of the Rules and Regulations or the Declaration will immediately cease and desist that activity.

If an Owner or their guest, after being notified by the Manager that they are in violation of the regulations, fails to comply with the Manager's direction, the matter will be referred to the Board for consideration of the assessment of penalties by reason of such persons non-compliance. The Owner against whom such action is proposed to be taken has the right to appear before the Board at its next regularly scheduled meeting to contest such action, all as provided in the bylaws and the Declaration.

If you are delinquent in payment of your Assessments, your use rights and voting rights will be automatically suspended, and any proxies or any previously confirmed reservations will be automatically canceled and forfeited.

4.23 EMERGENCIES:

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

4.24 TRANSFER OF OWNERSHIP; TRANSFER COMPANIES:

The Association's current fee for causing a transfer of Ownership information on its books and records is \$1075 per transfer.

The Association is under no obligation to accept or to recognize the transfer of a Timeshare Estate from an Owner to a person or company which is determined by the Association to be, or which fits the profile of, a transferee which does not have the intention of paying required Assessments to the Association, and which is a party to a sham transfer of ownership of an Owner's Timeshare Estate designed, in part, to take advantage of Owners who are induced by fear and financial pressure to divest themselves of ownership of their Timeshare Estate, either with or without paying money to the company soliciting the sham transfer (the "Transfer Company"). 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, and upon payment of the Association's then-current transfer fee, relating to the proposed transferee:

(a) identification of the proposed transferee (the "Transferee"), including their name, state of formation, name, photo ID, e-mail address, and home and business telephone numbers of its principals, street address of its principal place of business and that 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;

(b) proof of the Transferee's ability and intention to pay the Assessments in the future;

(c) 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;

(d) 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 Transfer Company;

(e) a copy of all contracts and related materials between the Owner and the proposed Transferee, containing all terms and conditions of the proposed transfer, and including a proforma deed or conveyance document by which the Transferor proposes to convey its timeshare interest to the Transferee; and

(f) such other information as Association may reasonably request in order to fully evaluate whether the proposed Transferee is a Transfer Company.

Association reserves the right to reject any proposed transfer by an Owner ("Transferor") to a suspected Transfer Company, and to treat the transaction between the Transferor and Transferee 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 (i) agrees to personally guaranty the Transferee's obligations under this Declaration, and (ii) agrees to be personally liable for all costs and expenses, including attorneys fees incurred by Association in clearing title to the Timeshare Estate, including those 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, as a Personal Charge.

#### 4.25 ANIMALS

No cats, livestock, birds, fish, reptiles, or poultry of any kind shall be kept in or upon the Property, except for those animals certified to provide aid to the disabled and accompanied by the disabled individual. Dogs are allowed in designated dog friendly rooms. Guests must follow the pet guest agreement as determined by the board which states size limitations, as well as additional pet housekeeping fees.

#### 4.26 CORPORATE OWNERS

Corporate Owners (Owners whose title is held in the name of a corporation, limited liability company, trust, partnership, or other legal entity other than one or more natural persons or a family trust), including Corporate Owners which own multiple Timeshare Estates, may make reservations on the same basis, and subject to the same advance reservation windows, as Owners generally, except that Corporate Owners may make reservations in the name of the corporate entity, and are responsible to notify the Reservation Department within seven (7) days prior to check-in of the names of the person(s) who will be occupying the reserved unit on behalf of the Corporate Owner as said Corporate Owner's permitted users.

#### 4.27 RENTALS

All Owners (including Corporate Owners and the Association, as to Association-owned Timeshare Estates) are allowed to rent their reserved Use Week(s) to third parties, provided they notify the Reservation Department within seven (7) days prior to check-in of the names of the person(s) who will be occupying the reserved unit on behalf of the Corporate Owner or Association as permitted users. Neither the Association nor the managing agent has an owner rental program at

this time, and Owners who wish to rent must do so without assistance from the Association or the managing agent, 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 Resort. Rentals by the Association for its own account may be made as to Dedicated Units which are not timely reserved by other Owners, or as to Dedicated Units which the Association has reason to believe, based on historical occupancy information, are unlikely to be reserved by Owners. Such rentals by the Association may be made within such advance reservation windows as established by the Board, based on the expected availability after considering historical non-use of the Project due to suspension of Owners use rights as a result of delinquency, and historical non-use by Owners. 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 Timeshare Estate, on such terms and conditions as the Association may elect.