

**SAND CASTLE SOUTH TIMESHARE OWNERS ASSOCIATION  
RULES & REGULATIONS  
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**SAND CASTLE SOUTH  
TIMESHARE OWNERS ASSOCIATION  
RULES AND REGULATIONS**

The following Rules and Regulations have been established by your Board of Directors per Article IX, of the By-Laws and the Supplemental Declaration of the Sand Castle South Timeshare Owners Association, INC and were adopted by your Board of Directors on July 21, 2008 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.

**REGULAR USE RESERVATIONS**

**1.1 WHEN TO MAKE YOUR RESERVATION:**

- Reservation of use periods may be made by Owners of the Sand Castle South Timeshare Owners Association up to twelve (12) months in advance to the date of desired use, subject to availability on a first-come, first-serve basis.
- A priority reservation period beginning thirteen (13) months in advance to the date is available to secure only the contracted week purchased.

**1.2 HOW TO MAKE A RESERVATION:**

- Reservation requests must be directed to the Managing Agent at Trading Places International's Owner Services Department, 866-218-2791 ext. 100. Office hours are normally Monday through Friday 7:00 am to 6:00 pm Pacific Time, and Saturday 8:00 am to 4:30 pm Pacific Time. Closed on Sundays.
- Reservation requests are not considered final until confirmed in writing by the Managing Agent.
- To place your reservation request by phone, make certain you are current in all of your financial obligations to the Association. Please be prepared to provide the following information:
  1. Your account name and address/contact information on the account
  1. Travel dates and alternative dates
  1. The number of people who will occupy the apartment, and if applicable, the name(s) of your guests using your reservation
  1. Whether you will be exchanging the reservation with an exchange company such as Trading Places International, RCI or Interval International.
- Reservations are confirmed on a space-available, first-come, first-served basis.

### **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
- The calendar year is comprised of the weeks commencing on Fridays, Saturdays or Sundays from week 1 through week 52.
- The Association will not consider any reservation request that is:
  1. Made more than twelve (12) months in advance to the arrival date
  1. Made more than thirteen (13) months in advance to secure the contracted week purchased only
  1. Requested by an owner that is not current in their financial obligation to the Association
- 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.
- You will not be compensated, reimbursed/credited for inability to reserve your requested use period as a result of no availability due to time previously reserved for use by another owner.

### **1.4 SPLIT YOUR USE WEEK:**

- You may “split” the use of your vacation week at the Sand Castle South Resort
- Reservations may be requested up to twelve (12) months in advance of the arrival date of desired use.
- Reservations can be split into one 3-night and one 4-night stay.
- Only one weekend (as defined by Friday and Saturday night) can be booked.
- Additional weekends can only be requested thirty (30) days or less prior to the split use period intended.
- A cleaning fee will be collected at the time the reservation is confirmed by the Managing Agent for the second split reservation.
- Cleaning fee amount to be established by the Board of Directors.

### **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 or downgrade.
- Unit/Season upgrades or downgrades can be requested at thirty (30) days or less in advance of the desired date of arrival, based on availability.
- Unit/Season upgrades will be subject to Association upgrade fees (a nightly upgrade rate established by the Board of Directors).
- There will be no discount in maintenance fees or other charges for a unit size or season of a lesser value than what you own.

## **1.6 CARRY-OVER:**

- Unused use weeks will not be carried over or accrued to any subsequent year through the association.
- You are able to deposit your week(s) with an exchange company for future use, subject to the exchange providers procedures and fees.

## **1.7 CANCELLATION:**

- You may cancel your reserved use period up to thirty (30) days prior to check-in, but will be charged a cancellation fee.
- The Association will make every effort but cannot guarantee that you will be able to reserve another use period in your current calendar year.
- If you fail to cancel your reservation at least thirty (30) days prior to check-in time, you shall be considered to have used the entire use period for which the reservation was made.

## **1.8 CONFIRMATION OF RESERVATION REQUESTS:**

- Reservation requests must be confirmed by the Owner Services Department in writing before being valid.
- If reservation(s) requested by a Member can not be confirmed due to unavailability, such requesting Member shall be so notified, and will be asked to contact the Owner Services Department, either by telephone, or in writing, for information concerning available use periods.
- Confirmations will be given by the Owner Services Department to Owners by mail, or when time is limited, by telephone or fax.
- 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.**
- You will not be compensated, reimbursed/credited for inability to reserve your requested use period as a result of no availability due to time previously reserved for use by another owner.

## **BONUS TIME RESERVATIONS**

Subject to availability, you may be entitled to occupy a unit of any unit type or season during one or more additional time periods, for not less than two (2) nights as Bonus Time. Bonus Time may be available if time has not been otherwise reserved. Reserved Bonus Time cannot be rented by an Owner to a guest.

## **2.1 WHEN TO MAKE BONUS TIME RESERVATION:**

- Reservation requests will be considered if received thirty (30) days or less in advance of the first night of the desired date.

## **2.2 HOW TO RESERVE BONUS TIME USE:**

- Reservations for Bonus Time shall be on a first-come, first-served basis.
- You may reserve Bonus Time Use for a minimum of two (2) nights, at a nightly rate established by your Board of Directors collected at the time the reservation is confirmed.
- Follow the same procedures for making reservations as described in 1.2 under Regular Use Reservations.

## **2.3 BONUS TIME USE CONFIRMATION:**

- Bonus Time reservation requests are confirmed on a first-come, first-served basis.
- Bonus Time reservation requests will be confirmed by the Owner Services Department in writing, or by fax or telephone if time does not allow for mail to reach the owner.
- No Bonus Time reservation requests will be honored unless they have been confirmed by the Owner Services Department.
- **Your Bonus Time 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 the Board of Directors.**

## **2.4 BONUS TIME USE LIMITS:**

- Bonus Time Reservations will only be limited by space availability.
- Subject to availability, Bonus Time reservations may be made as often as you like for any days of the week in any season of the year.
- In addition, no less than two (2) nights may comprise a Bonus Time reservation.

## **2.5 EFFECTS OF BONUS TIME ON OTHER ENTITLEMENT:**

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

## **2.6 BONUS TIME REVENUE:**

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

## **2.7 CANCELLATION PENALTY:**

- If you cancel/change your Bonus Time reservation, more than forty-eight (48) hours prior to check-in you will be charged a cancellation fee.

- If you cancel your Bonus Time reservation less than forty-eight (48) hours prior to check-in, you will be charged the cancellation fee and the reserved unit Bonus Time Rate for the Sand Castle for the number of nights reserved or two (2) nights, which ever is less.
- If you do not check-in for your reservation within forty-eight (48) hours of your scheduled arrival time, you shall be considered to have used the entire bonus time period for which the reservation was made.

### **OTHER GENERAL RULES**

The Timeshare Owner of a Timeshare Interest shall occupy and use the Assigned Unit as a single family private accommodation for himself and the members of his family, his social guests, lessees, licensees and invitees, in accordance with the following:

#### **2.8 RULES OF USE:**

- A. The walkways, entrances, halls, corridors, stairways, ramps and rights-of-way shall not be obstructed or used for any purpose other than ingress to and egress from the Common Elements and the Timeshare Units.
- B. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the driveways or other Common Elements, except in areas specifically designated for such purposes.
- C. All garbage and refuse from the Timeshare Units shall be placed in plastic bags and deposited with care in trash rooms or trash chutes intended for such purpose only at such times and in such manner as the Timeshare Association will direct. All disposals shall be used in accordance with instructions given to the Timeshare Owner by the Timeshare Association.
- D. No Timeshare Owner shall request or cause any employee of the Timeshare Association to do any private business of such Timeshare Owner, except as shall have been approved in writing by the Timeshare Association.
- E. Timeshare Owners shall keep and maintain any storage closet, or area which may be assigned to them in a neat and sanitary condition at all times.
- F. The agents of the Timeshare Association and any contractor or workman authorized by the Timeshare Association may enter any Timeshare Unit at any reasonable hour of the day for any purpose permitted under the terms of the Supplemental Declaration or By-Laws of the Timeshare Association. Except in case of emergency, entry will be made by pre-arrangement with the respective Timeshare owner.
- G. No vehicle belonging to a Timeshare Owner, a member of the family of a Timeshare Owner, or a guest, tenant or employee of a Timeshare Owner shall be parked in such manner as to impede or prevent ready access to another Timeshare Unit's or another Unit's parking space. Timeshare Owners, their employees, servants, agents, visitors, licensees and family will obey all posted parking regulations. No self-powered vehicle, which cannot operate on its own power, shall

- remain on the Condominium for more than twenty-four (24) hours and no repair of vehicles shall be made on the Condominium.
- H. Except in an emergency, no Timeshare Owner shall cause or permit the blowing of any horn from any vehicle of which he or his guests or family shall be occupants which is upon or approaching any of the driveways or parking areas serving the Condominium.
  - A. Timeshare Owners shall not be permitted to put their names on any entry of the Timeshare Units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Timeshare Association for such purpose.
  - J. Any damage to a building, Timeshare Unit or Common Elements caused by a Timeshare Owner, his family or his guests, licensees, invitees, and lessees shall be repaired at the expense of such Timeshare Owner.
  - K. Timeshare Owners shall be held responsible for the actions of their children, other family members, guests, licensees, invitees, and lessees.
  - L. Food and beverage may not be prepared or consumed on the Common Elements except in accordance with regulations which may be promulgated from time to time by the Timeshare Association.
  - M. Complaints regarding the management of the Timeshare Units and Common Elements or regarding actions of other Timeshare Owners shall be made in writing to the Timeshare Association.
  - N. Any consent or approval given by the Timeshare Association under these Rules and Regulations shall be revocable at any time.
  - O. The recreational facilities located on the Common Elements are for the use of Timeshare Owners, their family members, guests, lessees, licensees, invitees, and others as provided for in the Supplemental Declaration and Master Deed.
  - P. The use of the recreational facilities shall be at the risk of those involved and shall not in any event be at the risk of the Timeshare Association, Condominium Association or any manager appointed by the Timeshare Association or Condominium Association.
  - Q. No pet shall be allowed on or kept in any portion of the Condominium.
  - R. Regulations governing the use of the recreational facilities within the Condominium, including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters, shall be adopted from time to time by the Condominium Association and posted in areas containing such recreational facilities.

These Rules and Regulations may be amended at any time by the Board of Directors. Members shall be informed of all changes to these rules through written notice and/or posting to the Association website at [www.sandcastletoa.com](http://www.sandcastletoa.com) .