

**THE PARK REGENCY
TIMESHARE ASSOCIATION**

RULES AND REGULATIONS

EFFECTIVE - JANUARY 1, 2009

RULES AND REGULATIONS

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THE PARK REGENCY TIMESHARE ASSOCIATION

RULES AND REGULATIONS

The following Rules and Regulations have been established by your Board of Directors per Article V, 5.1.5 of the Covenants, Conditions and Restrictions (“Declaration”) of The Park Regency Timeshare Association and were adopted by your Board of Directors on January 1, 2009 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 Park Regency Timeshare Association 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 RESERVATION:

You must make a reservation in order to use a unit. Written request should be addressed to Trading Places International; Attn: Owner Services, 23807 Aliso Creek Road, Suite 100, Laguna Niguel, CA 92677 and postmarked no more than ten (10) days prior to the date your desired reservation becomes available for booking. Telephone requests may be made by telephoning 1-866-219-3976 ext. 100 between 7:00 a.m. and 6:00 p.m. Monday-Friday and between 8:00 a.m. to 4:30 p.m. on Saturday. Requests will be considered on a first-come, first-serve basis, and will be confirmed by Owner Services on a space available basis.

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. Requests must be made in writing, in person, or by telephone, and are subject to confirmation by the Managing Agent, Trading Places International.

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 at The Park Regency property. Reservations may be requested up to nine (9) months in advance to the day of desired use. Reservations must be a minimum of two (2) nights, and not exceed your seven (7)-night use entitlement within the calendar year. Only one weekend (as defined by Friday and Saturday night) can be booked. Additional weekends can only be requested fourteen (14) days or less prior to the split use period intended. A cleaning fee rate established by the Board or Directors or management will be collected at the time the reservation is confirmed by the managing agent for each additional split reservation after the first reservation (second and or third split week reservations).

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 and season upgrades/downgrades can be requested up to six (6) months in advance, based on availability. Unit and or season upgrades will be subject to Association upgrade fees (a nightly upgrade rate as established by the Board of Directors and management). There will be no discount in maintenance fees or other charges for a unit 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, such as the Trading Places International Premier Access® program; subject to the exchange providers procedures and fees.

1.7 CANCELLATION:

You may cancel your reserved use period up to fourteen (14) days prior to check-in, but will be charged a cancellation fee. 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 was 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.

1.8 CONFIRMATION OF RESERVATION REQUEST:

Reservation requests must be confirmed by Owner Services 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 Owner Services, either by telephone, or in writing, for information concerning available use periods. Confirmations will be given by Owner Services to Owners by mail, or when time is limited by telephone, e-mail 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.**

BONUS USE RESERVATIONS

Subject to availability, you may be entitled to occupy a unit of any unit type 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 Owner to a guest.

2.1 *WHEN TO MAKE BONUS RESERVATIONS:*

Reservations requests will be considered if received fourteen (14) days or less in advance of the first night of the reserved visit.

2.2 *HOW TO RESERVE BONUS USE:*

Reservations for Bonus Use shall be on a first-reserved, first-served basis. You may reserve Bonus Use at a nightly rate established by your Board of Directors. Follow the same Procedures for making reservations as described in 1.2 Regular Use Reservations.

2.3 *BONUS USE CONFIRMATION:*

Bonus Use reservation requests are confirmed on a first-come, first-served basis. Bonus Use reservation requests will be confirmed by Owner Services by telephone. No Bonus Use reservation requests will be honored unless they have been confirmed by Owner Services.

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

2.4 *BONUS USE LIMITS:*

Bonus use reservations will only be limited by space availability. Subject to availability, Bonus Use reservations may be made as often as you like for any days of the week in any Season of the year.

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 effect 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.

2.7 CANCELLATION PENALTY:

If you cancel/change your Bonus Use reservation, you will be charged a cancellation fee. If you cancel your Bonus Use reservation less than forty-eight (48) hours prior to check-in, you will be charged the cancellation fee. If you do not check-in for your reservation within fort-eight (48) hours of your arrival time, you will be charged the reserved unit Bonus Time Rate for The Park Regency for the number of nights reserved or two (2) nights, whichever is less.

DAY USE

A limited number of Owners may enjoy the Park Regency on a daily basis 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.

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) 645-7531. Front desk personnel will take Owners' names, number of guests in 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 a.m. to 5:00 p.m. daily. Guests must register at the front desk and are requested to check-out prior to departure.

OTHER GENERAL RULES

4.1 CHECK-IN / CHECK-OUT PROCEDURES:

Check-In Time is 3:00 p.m. Check-Out Time is 11:00 a.m.

Owners will be required to present a major credit card or cash deposit, as approved by your Board of Directors, upon check-in. However, 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 check-out. 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 six (6) persons for a two-bedroom unit, six (6) persons for a Regency unit, and four (4) persons for a one-bedroom 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 Park Regency, 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. As a member of Trading Places International's Premier Access program please consult the Premier

Access directory, online services or TPI exchange representatives for assistance with any exchange.

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 are responsible for any personal items left by you or your guests at check-out. 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 without charge by the Association. Renting of Bonus Time is strictly prohibited. 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 interval unit is not exceeded. The Resort General Manager will not give access to any interval 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 your unit 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 4.16 "Use of Spa" for additional age restrictions.

4.9 HOUSEKEEPING:

The four-hour period between check-out 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. Thereafter, housekeeping will provide the following services on a daily basis at no additional charge:

1. supply fresh bath linen; and
2. empty trash

and one mid-week service to include:

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 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 in the front parking lot in designated areas.

The Association is not responsible for lost/stolen/damaged vehicles or other property of 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 on the second floor. They are available for your use and convenience at a nominal cost.

4.13 PETS:

No animals or pets of any kind are allowed in any unit or upon any portion of the project.

4.14 APPEARANCE OF PROJECT:

No sunshade awnings or 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.

4.15 SWIMMING POOL RULES:

Pool rules are posted within the pool area and listed in the Welcome Packet materials. Use of the pool 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 pool.

4.16 USE OF SPA:

The spas are intended to be an adult amenity. Due to its potential hazard to health, only persons fourteen (14) years of age or older may use the spa.

4.17 SOLICITING:

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

4.18 FRONT DESK:

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

4.19 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 toll calls to their unit to be paid at Check-Out. 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.

4.20 PERSONAL CHARGES:

The Association will charge a minimum fee of \$5.00 for any personal charges required to be billed to an Owner after Check-Out. 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. Non-payment of such personal charges may result in the suspension of such Member's use privileges.

4.21 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 decoration of any kind within the units or common areas.

4.22 REMEDIES FOR FAILURE TO VACATE:

Please refer to Article X of the Covenants, Conditions and Restrictions of The Park Regency Association.

4.23 ENFORCEMENT OF THE GOVERNING INSTRUMENTS:

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 of guest who has been advised by the manager that they are in violation of the Rules and Regulations of 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 considerations of the assessment of penalties by reason of such person's 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.

4.24 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.