

**MEMBERSHIP OVERVIEW AND RULES AND REGULATIONS  
MAYACAMA RESIDENCE CLUB**

Welcome to resort living at its very best. We desire that your use of your Casita and/or Villa will prove to be a satisfying experience. The following Rules and Regulations have been established for the benefit of all Members. These Rules and Regulations supplement the Declaration of Covenants, Conditions and Restrictions (Mayacama Residence Club) (the “Declaration”) but do not change your obligations as a Member under either the Declaration or the other Governing Instruments. These Rules and Regulations may be amended from time to time by the Board of Directors of the Association. Compliance by you, your family, and your guests with these Rules and Regulations will permit the Mayacama Residence Club to run smoothly and efficiently. Please note that the failure by you or your guests to comply with these Rules and Regulations may result in the suspension of your rights and privileges as a Member. For your convenience, a summary of these Rules and Regulations is set forth in the table below.

## TABLE OF CONTENTS

<b>I. DEFINITIONS</b> .....	5
<b>II. USE RESERVATIONS</b> .....	5
<b>III. CHECK-IN AND CHECK-OUT TIMES</b> .....	8
<b>IV. HOUSEKEEPING</b> .....	9
<b>V. RESIDENCE TYPES</b> .....	9
<b>VI. OCCUPANCY RESTRICTIONS</b> .....	10
<b>VII. DAMAGES AND LOSSES</b> .....	10
<b>VIII. UNIT INTERIOR</b> .....	10
<b>IX. EMERGENCY ACCESS TO YOUR RESIDENCE</b> .....	10
<b>X. PROJECT PERSONNEL</b> .....	11
<b>XI. EXCHANGE</b> .....	11
<b>XII. PERSONAL ITEMS &amp; STORAGE</b> .....	11
<b>XIII. AMENDMENT OF RULES AND REGULATIONS</b> .....	12
<b>XIV. GUESTS; RENTALS</b> .....	12
<b>XV. RESTRICTED ACTIVITIES</b> .....	12
<b>XVI. PETS</b> .....	13
<b>XVII. SOLICITING</b> .....	13
<b>XVIII. TELEPHONE CALLS</b> .....	13
<b>XIX. PERSONAL CHARGES</b> .....	13
<b>XX. PARKING</b> .....	13
<b>XXI. ENFORCEMENT OF THE RULES AND REGULATIONS</b> .....	14
<b>XXII. EMERGENCIES</b> .....	14
<b>XXIII. FAILURE TO VACATE</b> .....	14
<b>XXIV. CONTROL OF CHILDREN</b> .....	14
<b>XXV. FIRE REGULATIONS</b> .....	14

## OVERVIEW OF RULES AND REGULATIONS

	Fraction Type and Residence Type			
	1/5th Fraction Type; Unrestricted Residence Type	1/10th Fraction Type; Unrestricted Residence Type	1/5th Fraction Type; One-Bedroom Residence Type	1/10th Fraction Type; One-Bedroom Residence Type
Max. Nights/Year	No maximum	No maximum	No maximum	No maximum
How many years?	30 years	30 years	30 years or perpetual	30 years or perpetual
Residence Type, Which May Be Reserved.	Any Residence Type	Any Residence Type	One-Bedroom Residence Type Only	One-Bedroom Residence Type Only
Seasons/Year	1 Year = 1 Season	1 Year = 1 Season	1 Year = 1 Season	1 Year = 1 Season
First Planned Vacations Reservation Window (Earliest/Latest).	September 15 to September 30 prior to beginning of each calendar year	September 15 to September 30 prior to beginning of each calendar year	September 15 to September 30 prior to beginning of each calendar year	September 15 to September 30 prior to beginning of each calendar year
Second Planned Vacations Reservation Window (Earliest/Latest).	October 15 to October 31 prior to beginning of each calendar year	October 15 to October 31 prior to beginning of each calendar year	October 15 to October 31 prior to beginning of each calendar year	October 15 to October 31 prior to beginning of each calendar year
Total Planned Vacations	6	3	6	3
Max. No. of First Planned Vacations which can be reserved.	4	2	4	2
Max. No. of Second Planned Vacations which can be reserved.	2	1	2	1
Maximum Length of any Planned Vacation Reservation.	7 consecutive nights	7 consecutive nights	7 consecutive nights	7 consecutive nights
Maximum Number of Consecutive Planned Vacations per reservation.	2 consecutive Planned Vacations (max. 14 consecutive nights)	2 consecutive Planned Vacations (max. 14 consecutive nights)	2 consecutive Planned Vacations (max. 14 consecutive nights)	2 consecutive Planned Vacations (max. 14 consecutive nights)
Space Available Use Period Reservation Window (Earliest/Latest)	November 15 to 30 days prior to commencement of a desired Use Period	November 15 to 30 days prior to commencement of a desired Use Period	November 15 to 30 days prior to commencement of a desired Use Period	November 15 to 30 days prior to commencement of a desired Use Period
Max. No. of Space Available Use Periods which can be reserved.	No limit, but only 2 outstanding at any time; once a Space Available Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved	No limit, but only 1 outstanding at any time; once a Space Available Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved	No limit, but only 2 outstanding at any time; once a Space Available Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved	No limit, but only 1 outstanding at any time; once a Space Available Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved
Maximum Length of Space Available Use Period.	7 consecutive nights	7 consecutive nights	7 consecutive nights	7 consecutive nights
Short Notice Use Period Reservation Window (Earliest/Latest).	30 days prior to commencement of a desired Use Period to day of commencement of a desired Use Period	30 days prior to commencement of a desired Use Period to day of commencement of a desired Use Period	30 days prior to commencement of a desired Use Period to day of commencement of a desired Use Period	30 days prior to commencement of a desired Use Period to day of commencement of a desired Use Period
Max. No. of Short Notice Use Periods which can be reserved.	No limit, but only 2 outstanding at any time; once a Short Notice Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved	No limit, but only 1 outstanding at any time; once a Short Notice Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved	No limit, but only 2 outstanding at any time; once a Short Notice Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved	No limit, but only 1 outstanding at any time; once a Short Notice Use Period commences, the earliest another may be reserved is the first day of the Use Period previously reserved
Maximum Length of Short Notice Use Period	7 consecutive nights	7 consecutive nights	7 consecutive nights	7 consecutive nights
Is a Reservation Necessary?	Yes	Yes	Yes	Yes

## OVERVIEW OF RULES AND REGULATIONS

	Fraction Type and Residence Type			
	1/5th Fraction Type; Unrestricted Residence Type	1/10th Fraction Type; Unrestricted Residence Type	1/5th Fraction Type; One-Bedroom Residence Type	1/10th Fraction Type; One-Bedroom Residence Type
Are Reservations subject to Villa or Casita availability?	Yes	Yes	Yes	Yes
Right to reserve both Villas and Casitas?	Yes, because you own Membership of Unrestricted Residence Type, subject to availability.	Yes, because you own Membership of Unrestricted Residence Type, subject to availability.	No, you may reserve only a One-Bedroom Residence, subject to availability.	No, you may reserve only a One-Bedroom Residence, subject to availability.
Right to reserve more than 1 Residence during same period?	Your Membership entitles you to occupy up to one three-bedroom Residence or two one-bedroom Residences during each Planned Vacation. Except during the Men's Member-Guest and the All Vintner Pour, you and your guests may occupy more Residences, subject to availability. Each additional Residence you occupy will be charged against your allotted Planned Vacations.	Your Membership entitles you to occupy up to one three-bedroom Residence or two one-bedroom Residences during each Planned Vacation. Except during the Men's Member-Guest and the All Vintner Pour, you and your guests may occupy more Residences, subject to availability. Each additional Residence you occupy will be charged against your allotted Planned Vacations.	Your Membership entitles you to occupy up to one one-bedroom Residence during each Planned Vacation. Except during the Men's Member-Guest and the All Vintner Pour, you and your guests may occupy more Residences, subject to availability. Each additional Residence you occupy will be charged against your allotted Planned Vacations.	Your Membership entitles you to occupy up to one one-bedroom Residence during each Planned Vacation. Except during the Men's Member-Guest and the All Vintner Pour, you and your guests may occupy more Residences, subject to availability. Each additional Residence you occupy will be charged against your allotted Planned Vacations.
Is there a limit to the number of Residences I may reserve during the Men's Member-Guest or the All Vintner Pour?	Yes, only one three-bedroom Residence or two one-bedroom Residences may be reserved, based upon availability, during these two events until 30 days before the beginning of the desired Use Period.	Yes, only one three-bedroom Residence or two one-bedroom Residences may be reserved, based upon availability, during these two events until 30 days before the beginning of the desired Use Period.	Yes, only one one-bedroom Residence may be reserved, based upon availability, during these two events until 30 days before the beginning of the desired Use Period.	Yes, only one one-bedroom Residence may be reserved, based upon availability, during these two events until 30 days before the beginning of the desired Use Period.
Is rental of Space Available or Short Notice Use Periods allowed?	Not by Members, but the Developer may rent Priority, Space Available and Short Notice Use Periods it has reserved as the owner of unsold Memberships	Not by Members, but the Developer may rent Priority, Space Available and Short Notice Use Periods it has reserved as the owner of unsold Memberships	Not by Members, but the Developer may rent Priority, Space Available and Short Notice Use Periods it has reserved as the owner of unsold Memberships	Not by Members, but the Developer may rent Priority, Space Available and Short Notice Use Periods it has reserved as the owner of unsold Memberships
Check-In Time	4 pm	4 pm	4 pm	4 pm
Check-Out Time	11 am	11 am	11 am	11 am
Check-In Day	Tuesday Only	Tuesday Only	Tuesday Only	Tuesday Only
Is Housekeeping during a Use Period included as part of your Basic Assessment?	Housekeeping fees are in addition to your basic Assessment. The Housekeeping Fee Schedule is established by the Manager and subject to change.	Housekeeping fees are in addition to your basic Assessment. The Housekeeping Fee Schedule is established by the Manager and subject to change.	Housekeeping fees are in addition to your basic Assessment. The Housekeeping Fee Schedule is established by the Manager and subject to change.	Housekeeping fees are in addition to your basic Assessment. The Housekeeping Fee Schedule is established by the Manager and subject to change.
Max. Occupancy	2-6 Maximum Occupancy (No. of bedrooms x 2)	2-6 Maximum Occupancy (No. of bedrooms x 2)	4 Maximum Occupancy (No. of bedrooms x 2)	4 Maximum Occupancy (No. of bedrooms x 2)
Guests?	Permitted, but may be unaccompanied only during Planned Vacations	Permitted, but may be unaccompanied only during Planned Vacations	Permitted, but may be unaccompanied only during Planned Vacations	Permitted, but may be unaccompanied only during Planned Vacations
Pets?	Only permitted in dog-friendly units. No more than one dog per one-bedroom Residence and a maximum of two dogs per three-bedroom Residence provided they are less than 30 lbs. each. Additional cleaning fee(s) apply.	Only permitted in dog-friendly units. No more than one dog per one-bedroom Residence and a maximum of two dogs per three-bedroom Residence provided they are less than 30 lbs. each. Additional cleaning fee(s) apply.	Only permitted in dog-friendly units. No more than one dog per one-bedroom Residence and a maximum of two dogs per three-bedroom Residence provided they are less than 30 lbs. each. Additional cleaning fee(s) apply.	Only permitted in dog-friendly units. No more than one dog per one-bedroom Residence and a maximum of two dogs per three-bedroom Residence provided they are less than 30 lbs. each. Additional cleaning fee(s) apply.
Smoking?	Not Permitted	Not Permitted	Not Permitted	Not Permitted
Parking?	In spaces designated by Manager	In spaces designated by Manager	In spaces designated by Manager	In spaces designated by Manager

## **I. DEFINITIONS**

To assist you in reading the Rules and Regulations, the legal terms used in the Declaration have been dispensed with here in favor of plainer language. The context should make the meaning clear. To the extent there is any conflict between any provision of these Rules and Regulations and any provision of the Declaration, however, the provisions of the Declaration shall control.

## **II. USE RESERVATIONS**

### **A. For each Membership I own, how many nights of use am I entitled to?**

Answer:     **First Planned Vacation Use Periods.** This is the type of Use Period you can reserve the earliest in time. The time window for First Planned Vacation reservations is from September 15 to September 30 of the year preceding a particular calendar use year.

During the First Planned Vacation reservation window, a Member who owns a Membership of the 1/5th Fraction Type may reserve, subject to availability, a Residence of his/her Residence Type for up to 4 Use Periods of up to 7 consecutive nights each. Members who own a Membership of the 1/10th Fraction Type may reserve 2 Use Periods of up to 7 consecutive nights each.

**Second Planned Vacation Use Periods.** This is the second type of Use Period you can reserve. The time window for Second Planned Vacations reservations is from October 15 to October 31 of the year preceding a particular calendar use year.

During the Second Planned Vacation reservation window, a Member who owns a Membership of the 1/5th Fraction Type may reserve, subject to availability, a Residence of his/her Residence Type for up to 2 Use Periods of up to 7 consecutive nights each. Members who own a Membership of the 1/10th Fraction Type may reserve 1 Use Period of up to 7 consecutive nights each.

The First Planned Vacations Use Periods and Second Planned Vacations Use Periods are collectively known as a Member's "**Planned Vacations.**"

**Space Available Use Periods.** The reservation window for a Space Available Use Period commences later in time than the window for a Planned Vacation. The time window for Space Available Use reservations is from November 15 to 30 days prior to commencement of a desired Use Period.

During the Space Available reservation window, a Member who owns a Membership of the 1/5<sup>th</sup> Fraction Type may reserve, subject to availability, a Residence of his/her Residence Type for up to 2 Use Periods of up to 7 consecutive nights each. Members who own a

Membership of the 1/10<sup>th</sup> Fraction Type may reserve 1 Use Periods of up to 7 consecutive nights each. Subject to availability, you may make as many reservations for Space Available Use Periods use as you like. There are no limits on the number of Space Available Use Periods you may enjoy; however, in order to assure fair use of the Residences by all of the Members, you may only have two Space Available Use reservations, in the case of a Member who owns a Membership of the 1/5<sup>th</sup> Fraction Type, or one Space Available Use reservation, in the case of a Member who owns a Membership of the 1/10<sup>th</sup> Fraction Type, outstanding at any time. You may not make another until the first day of occupancy of your prior Space Available Use Period.

**Short Notice Use Periods.** In addition to Planned Vacations and Space Available Use reservations, commencing 30 days before the beginning of a desired Use Period, you have a right to reserve, subject to availability, additional Use Periods for up to 7 nights each in a Villa or Casita, or any lock-off part thereof, as a Short Notice Use Period, regardless of what Residence Type you own.

Subject to availability, you may make as many reservations for Short Notice Use Periods use as you like. In order to assure fair use of the Residences by all of the Members, you may only have one Short Notice Use reservation outstanding at any time. You may not make another until the first day of occupancy of your prior Short Notice Use period. If the Board of Directors determines that a Member is pre-empting other Members from using Short Notice Use Periods on a frequent basis, the Board shall have the right to limit such a Member's Short Notice Use Periods to permit the fair use of the Residences.

**What is the Maximum Number of Nights I can reserve for Planned Vacations?** In any year, the maximum number of nights you may reserve, for Planned Vacations, is 42 nights if your Membership is of the 1/5<sup>th</sup> Fraction Type, and 21 nights, if your Membership is of the 1/10<sup>th</sup> Fraction Type.

**What is the Maximum Number of Nights I can reserve for Space Available, and Short Notice Use Periods?** Subject to availability and the restrictions set forth above on the number of Space Available and Short Notice Use reservations outstanding at any time, there is no limit.

**What does "Subject to Availability" Mean?** "Subject to availability" means that a Casita or Villa, or a lock-off part thereof, has not been reserved prior to your reservation request by another Member or by the Residence Association for maintenance.

**B. Do I have to make a reservation to use a Residence?**

Answer: A reservation is necessary to use a Residence.

Telephone requests may be made by telephoning Brian Hill, Director of Residences, at 707-569-2957 or by email at [bhill@mayacama.com](mailto:bhill@mayacama.com). In-person requests may be made at the Concierge Desk located in the Mayacama Clubhouse during regular business hours.

**C. How will I know if my reservation request has been confirmed?**

Answer: Reservation requests for the First Planned Vacation Use Periods will be confirmed by October 15 preceding the calendar year in which the First Planned Vacation reservations are sought. Reservation requests for the Second Planned Vacation will be confirmed prior to November 15 preceding the calendar year in which the Second Planned Vacation reservations are sought. Reservation requests for Space Available Use Periods will be confirmed as soon as possible prior to the commencement of the desired Use Period, usually within 7 days after your reservation request. Reservations requests for Short Notice Use Periods will be confirmed within 2 days or earlier after your request. All confirmations will be sent via email. No reservation request will be honored unless it has been confirmed by the Manager.

**D. What are Reservation Priority Numbers?**

Answer: It is possible that occasionally there may be more reservation requests on a particular day in advance of a particular requested Planned Vacation than there are Residences to accommodate all the requests. In this event, Manager will confirm reservation requests in the order of the Reservation Priority Numbers of the competing Members. These numbers are set forth in the Declaration and rotate with time to assure the fairness of the reservation system. Remember, the order of the Reservation Priority Numbers shifts every year in accordance with a schedule which is in the recorded CC&Rs for Mayacama, so in some years your Reservation Priority Number will produce a higher reservation priority than in others.

**E. What might prevent me from making a reservation?**

Answer: You will be in competition with other requests from other Members. The Residence Association also has a right to reserve Residences for maintenance. In addition, your reservation request will not be confirmed nor will occupancy of a Residence be permitted if (a) you are delinquent in the payment of any amounts owed to the Residence Association, or (b) your use rights have been suspended by the Board.

F. **May I share my Residence with guests?**

Answer: Yes. You may share your Residence with guests, or you may have guests use some or all of the time, which you have reserved during Planned Vacations even if you are not present. Please refer to the specific rules governing occupancy of a Residence by guests set forth in Section XIV, below.

G. **May I cancel or change my reservation?**

Answer: You may cancel a reservation by giving notice to Manager at least sixty (60) days prior to Check-In Time on the first day of the Use Period which you reserved. If you make a timely cancellation, the Use Period cancelled will not count against your Priority Use rights. However, an untimely cancellation, or your failure to occupy a Residence during your confirmed Use Period, will count.

In order to maximize the number of Residences available for reservation at all times, you may be charged a cancellation fee if you cancel your reservation less than thirty (30) days prior to Check-In Time on the first day of the Use Period which you reserved. The cancellation fee is set by the Board of Directors of the Residence Association.

H. **If I choose to tender any or all of my Planned Vacations for rental, will the nights be counted?**

Answer: Only those Members who have entered into rental agreements with the Residence Association prior to July 1, 2012 may tender Planned Vacations for rental. If any or all of your Planned Vacations are rented, the nights will count against your annual allotment of Planned Vacations. The nights will also count if the Planned Vacations are not rented, unless notice is given to the Manager at least sixty (60) days prior to Check-In Time on the first day of the Planned Vacation which you reserved. If you make a timely cancellation, the Planned Vacation so cancelled will not count. However, an untimely cancellation, or your failure to occupy a Residence during your confirmed Planned Vacation, will count.

### **III. CHECK-IN AND CHECK-OUT TIMES**

A. **At what time may I check-in to my Residence?**

Answer: Check-In Time is after **4:00 p.m.** Earlier Check-In Times are subject to the discretion of the Manager and are not guaranteed.

B. **At what time must I check-out of my Residence?**

Answer: Check-Out Time is before **11:00 a.m.** Later Check-Out Times are subject to the discretion of the Manager and are not guaranteed.

#### **IV. HOUSEKEEPING**

The Residence Association is responsible for a full annual cleaning of each Residence, which is included in your annual Residence Association Assessment. This deep cleaning will occur during Maintenance Periods, during which the Residence will be closed to use by Members.

During your stay, our housekeeping team will perform a daily tidy service and once every five (5) days a full cleaning is provided based on the Housekeeping Fee Schedule\* below. The daily light tidy is to remove garbage, replace soiled towels, and turn-up the beds. The full clean includes a complete changing of bedding, restocking of bath amenities, kitchen and bath cleaning, dusting, and vacuuming. For stays less than four (4) nights, housekeeping fees will be a prorated charge based on the fee schedule.

Extra or additional housekeeping services requested by Members or guests will be subject to an additional charge. Housekeeping fees will be billed directly to your account on the date of departure. For Residence Club Members who deposit nights into the Timbers Reciprocity Program, the housekeeping fees are billed to the TRP Owner who withdraws those nights to stay at Mayacama.

##### HOUSEKEEPING FEE SCHEDULE

	1 Night	2 Nights	3 Nights	4 Nights	5 Nights	6 Nights	7 Nights
1-One Bedroom	\$35.00	\$75.00	\$75.00	\$150.00	\$150.00	\$150.00	\$150.00
2-One Bedroom	\$62.50	\$125.00	\$125.00	\$250.00	\$250.00	\$250.00	\$250.00
1-Three Bedroom	\$62.50	\$125.00	\$125.00	\$250.00	\$250.00	\$250.00	\$250.00

On each stay that your pet accompanies you to the Club, a flat cleaning fee of \$50 (per dog) will be added to your total charge. Members may be subject to an additional fee if there is any damage or loss caused by the pet.

*\*Housekeeping fees subject to change.*

#### **V. RESIDENCE TYPES**

##### **A. Does my Membership entitle me to reserve a particular Residence Type?**

Answer: Generally, yes. For example, if you own a Membership of the One-Bedroom Residence Type, you only have a right to reserve a One-Bedroom Residence.

For Planned Vacations and Space Available Use reservations, Members who own Memberships of the Unrestricted Residence Type may reserve any of the Residences or lock-off parts thereof. If the Member requires the space and no larger Residence Type is available, Members owning Memberships of the Unrestricted Residence Type may reserve two One-Bedroom Residences.

For Short Notice Use, Members who own Memberships of the Unrestricted Residence Type or of the One-Bedroom Residence Type may reserve any of the Residences or lock-off parts thereof.

In order to provide the greatest possible access to the Residences by the greatest number of Members, you are asked to reserve only as large a Residence as you need for your occupant group.

## **VI. OCCUPANCY RESTRICTIONS**

### **A. Could I be prevented from occupying my Residence?**

Answer: Yes. You may be denied occupancy of a Residence if (a) you are delinquent in the payment of any amounts owed to the Residence Association, or (b) your use rights have been suspended by the Residence Association.

### **B. How many persons may occupy my Residence?**

Answer: The maximum allowable occupancy varies depending upon the number of bedrooms and sofa sleepers in your reserved Residence. Generally, two occupants are allowed for each bedroom and sofa sleeper.

## **VII. DAMAGES AND LOSSES**

### **A. What if any damage or loss to my Residence or any of its contents is discovered at check-in?**

Answer: Any such damage or loss should be reported to the Manager as soon as possible after check-in. You may be charged for damage or loss to your Residence or its contents which is not reported promptly after check-in.

## **VIII. UNIT INTERIOR**

### **A. May I redecorate my Residence?**

Answer: No. No structural changes or removal of furniture, wall hangings or floor coverings, or redecorating of any type within your Residence or any other areas within Mayacama are permitted to be made by you or any of your guests

## **IX. EMERGENCY ACCESS TO YOUR RESIDENCE**

### **A. What should I do if I lock myself out of my Residence?**

Answer: Manager and the security staff have passkeys to all of the Residences. In case of an emergency, they may enter your Residence and, if you are unaware of the entry, shall notify you as soon as reasonably possible of the reason therefore.

## X. PROJECT PERSONNEL

Employees of the Residence Association, or the Manager, including concierge, housekeeping and maintenance personnel, are under the sole direction of Manager. Requests by you and your guests for assistance from such employees must be made through Manager.

## XI. EXCHANGE

### A. **May I exchange my Use Period(s) for time in the other resorts?**

Answer: Yes. The Residence Association has an agreement with the **Timbers Reciprocity Program**, which enables Residence Club Members who purchased their membership prior to or by August 1, 2015 to exchange with other resorts in that program. See your Timbers Reciprocity Program documentation for procedures for making exchange reservations. The Residence Association also has an agreement with the **Elite Alliance®**, which enables Residence Club Members to exchange with other prestigious residence club and luxurious, professional managed vacation homes in that program for one year complimentary enrollment fee. Each subsequent year the membership with Elite Alliance can be renewed at a nominal enrollment fee. See your Elite Alliance documentation for procedures for making exchange reservations during the current calendar year. You may also privately (that is, not through the Residence Association) exchange a Planned Vacation that you have reserved first. Space Available and Short Notice Use Periods may not be exchanged for the same reason they may not be rented.

Answer: Yes. Residence Club Members who purchased their membership after August 1, 2015 are able to exchange with other prestigious residence club and luxurious, professional managed vacation homes within the **Elite Alliance®** program for one year complimentary enrollment fee. Each subsequent year the membership with Elite Alliance can be renewed at a nominal enrollment fee. See your Elite Alliance documentation for procedures for making exchange reservations. You may also privately (that is, not through the Residence Association) exchange a Planned Vacation that you have reserved first with other Mayacama Owners. Space Available and Short Notice Use Periods may not be exchanged for the same reason they may not be rented.

## XII. PERSONAL ITEMS & STORAGE

No sidewalks, driveways, or other common areas of the Mayacama Residence Club shall be used for the storage of any personal property without the prior written consent of the Manager.

All damage to the Mayacama Residence Club or any part thereof caused by moving articles in or out shall be repaired at the expense of the Member or guest moving such articles.

Upon request, the Club will provide one storage container for Residence Club Members to store a maximum of 50 lbs. of personal items with the Club. If we find that the weight has

exceeded 50 lbs., the Manager has the right to request items removed for safety reasons. The Residence Association and Manager are not responsible for personal property lost, stolen or damaged at the Mayacama Residence Club.

If a Member or guest leaves personal belongings in his Residence after checking out, Manager will make reasonable efforts to contact the Member for a thirty (30) day period in order to return the items. If no contact is made after thirty (30) days, the items will be released to the finder or otherwise disposed of in the discretion of the Manager.

### **XIII. AMENDMENT OF RULES AND REGULATIONS**

#### **A. Are the Rules and Regulations subject to change?**

Answer: Yes. The Board of Directors may amend the Rules and Regulations from time to time. You will be notified of any changes.

### **XIV. GUESTS; RENTALS**

You may permit another person to occupy your Residence during your Planned Vacations in your absence without charge by the Residence Association, except for Housekeeping Fees and Personal Charges, which are payable by your unaccompanied guest at Check-Out Time. You will be charged for these fees if they are not paid by your unaccompanied guest.

Manager will not give access to any Residence to an accompanied guest or an unaccompanied guest without permission from the Member in whose name there is a confirmed reservation. If you intend for a person other than yourself to use your Planned Vacation or to accompany you during your Use Period, you must provide Manager with the name and address of such person(s) in writing prior to commencement of the Use Period. When checking in, your guests will be asked to show proof of identification, to sign a registration card and to provide a credit card imprint. You will be responsible for all Personal Charges and/or damages to the Residence resulting from use by your guests.

You may permit persons under 21 years of age to occupy your Residence if such underage person is accompanied by you or your guest who is 21 years of age or older.

If you have entered into a rental agreement with the Residence Association prior to July 1, 2012, you may tender your reserved Planned Vacations for rental by the Residence Association, but in order to better preserve the availability of Residences for Members who desire last minute get-aways, Members may not reserve and rent Space Available or Short Notice Use Periods. Renters are not Guests, and the Board of Directors has the authority under the Declaration to assess penalties against any Member who disguises a renter as a Guest.

### **XV. RESTRICTED ACTIVITIES**

Dangerous or unlawful substances may not be stored, introduced, or used within the Mayacama Residence Club. All obnoxious or offensive activities are prohibited in any part of the Mayacama Residence Club. You are requested to control noise and your activities so that you do not disturb other occupants of the Mayacama Residence Club. In addition, you are requested to monitor your children's activity so they do not disturb the activities of others.

The use of personal portable grills or hibachis or other personal outdoor cooking equipment within the Mayacama Residence Club is strictly prohibited.

The Board of Directors reserves the right to establish specific rules governing potentially loud or unsafe activities such as use of musical instruments, stereo equipment, or late-evening entertaining, if it determines that there is a need to do so in the best interests of all the Members.

#### **XVI. PETS**

Generally, no animals, livestock, birds, fish or poultry of any kind shall be kept in or brought upon the Mayacama Residence Club, except animals which are certified to provide aid to the disabled and which are accompanied by a disabled individual. However, the Board of Directors of the Residence Club Association has the power under the Declaration to vary the foregoing general prohibition, and presently allows dogs to occupy all Residences except one designated Casita and one designated Villa. No more than one dog allowed per one-bedroom Residence and a maximum of two dogs per three-bedroom Residence provided they are less than 30 lbs. each. All dogs must be contained in a crate or accompanied by the pet owner during the times when housekeeping staff must enter the Residence. All dog(s) must be kept on a leash when not within a Residence. There will be an additional cleaning fee as outlined in the Housekeeping Fee Schedule for each dog brought to a Residence. Members may be subject to an additional fee if there is any damage or loss caused by the pet(s).

#### **XVII. SOLICITING**

No commercial soliciting by any Member is permitted at any time at the Mayacama Residence Club.

#### **XVIII. TELEPHONE CALLS**

Each Residence is furnished with a private telephone with direct line access; a record of all calls will be maintained by the Residence Association. Any calls made during a Member's Use Period which are not charged as directed above, will be charged to the Member at check-out. The Residence Association may impose reasonable charges for local and long-distance telephone calls, whether or not such calls are collect, billed to a credit card, billed to your home phone or billed to your business number.

#### **XIX. PERSONAL CHARGES**

All Personal Charges, including, but not limited to, extra services or damages, are considered the responsibility of the Member in whose name the reservation was made, whether incurred by the Member, his Permitted User or an Exchange User. All goods and services must be paid for by accepted credit cards at the time goods or services are purchased. Any unpaid Personal Charges payable to the Residence Association will bear interest at the maximum rate specified in Article VI of the Declaration.

#### **XX. PARKING**

Each Owner must park his motor vehicle(s) in the space(s) designated by the Manager. No vehicle may be parked in any other area of the Mayacama Residence Club, except temporarily for loading or unloading.

## **XXI. ENFORCEMENT OF THE RULES AND REGULATIONS**

The Residence Association expects all occupants to adhere to the requirements set forth in these Rules and Regulations and in the Declaration. To assist the Residence Association in the enforcement of the provisions of these two documents, the Residence Association has delegated enforcement authority to the Manager. Any occupant 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 any occupant, after being notified by the Manager that they are in violation of the Rules and Regulations or Declaration, fails to comply with the Manger's direction, the matter will be referred to the Board of Directors of the Association for consideration of the assessment of penalties by reason of such person's non-compliance. The Member in whose name the reservation was made, against whom such action is proposed to be taken, has the right to appear before the Board of Directors at its next regularly scheduled meeting to contest such action, all as provided in the Bylaws and the Declaration.

## **XXII. EMERGENCIES**

In case of an emergency, contact the Concierge in the Clubhouse, or contact the appropriate authority by dialing 911.

## **XXIII. FAILURE TO VACATE**

If an occupant fails to vacate Residence on time at the end of his Use Period, such the Member in whose name the reservation was made may be subject to disciplinary action, monetary penalties or both.

## **XXIV. CONTROL OF CHILDREN**

Parents are responsible for the conduct of their children. Children under 21 years of age must be accompanied by an adult. Parents will be held financially responsible for disturbance or damage caused by minor children. Failure to pay for damages caused by such behavior may affect the Member's right to use the Mayacama Residence Club. Golf cars may only be operated by persons sixteen years of age and older, holding a valid automobile driver's license. Please call the Golf Shop for further details.

## **XXV. FIRE REGULATIONS & SMOKING RESTRICTIONS**

The Residence Association has posted in conspicuous places throughout the Mayacama Residence Club fire regulations, which must be adhered to by occupants. Your conscientious compliance with these rules and regulations will help maintain the beauty of the Mayacama Residence Club. Smoking is not permitted inside or outside the Casitas or Villas except in the designated smoking areas. Designated smoking areas are restricted to the outside terrace utilizing the provided ashtrays. Smoking is not permitted anywhere on or near the Golf Course or Practice Facility. All Members and their guests staying on property must strictly adhere to the Sonoma County Spare the Air – No Burn Days while on property. To find out when a Spare the Air Alert is in effect, contact the Front Desk or visit [www.sparetheair.org](http://www.sparetheair.org).