

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

### **AMENDED AND RESTATED RULES AND REGULATIONS**

**Effective as of August 1, 2020**

The following Amended and Restated Rules and Regulations (the “Rules and Regulations”) have been established by the Board of Directors (the “Board”) of the Park Plaza Timeshare Owner Association (the “Association”) 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 (the “Declaration”) for the Park Plaza Resort (the “Resort”) and were adopted by the Board of the Park Plaza Timeshare Association (the “Association”) as of the date first set forth above and supersede any previously distributed Rules and Regulations. These Rules and Regulations supplement the Declaration and do not change your obligations as an Owner under any of the Bylaws, the Declaration, an Owner’s deed of title or other governing documents as may be amended from time to time (collectively with the Rules and Regulations the “Governing Documents”). The Board shall have the sole and exclusive authority to amend these Rules and Regulations. The Board may change the dates, amounts and other numbers set forth herein at any time. 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 365 days 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 to the Resort’s reservations department (the “Reservations Department”) by calling 1-877-340-4971 between 8:30 a.m. and 5:30 p.m. (Eastern Time) Monday-Friday. Closed Saturday and Sunday.

Reservations may not be made by email at this time; however, you may send an email for questions or assistance to: ownerservices@latourgroup.com.

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 seven-day vacation week, which includes a Saturday check-in. You may split your week into two Use Periods during that season; provided, however, no Use Period shall be for less than three nights, nor more than four nights and only one split Use Period may include both a Saturday and Sunday night. Therefore, your check-in days for split week usage can only be on a Saturday, Tuesday or Wednesday. The fee for each split is \$30.00 plus the housekeeping cleaning charge applicable to your Unit size. Housekeeping cleaning charges are subject to change based on current year rates.

**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 first-come, first-served space availability. A season upgrade can be requested 90 days prior to arrival for a fee of \$120. You can request a Unit-type upgrade 60 days prior to arrival. Unit upgrade fees are as follows and subject to change by the Board:

|                                |                                   |
|--------------------------------|-----------------------------------|
| Studio to Mini \$35/night      | Mini to 1 Bedroom \$35/night      |
| Studio to 1 Bedroom \$45/night | Mini to 2 Bedroom \$45/night      |
| Studio to 2 Bedroom \$60/night | 1 Bedroom to 2 Bedroom \$35/night |

**1.6 HIGH DEMAND USE PERIODS REQUESTS:**

The Board has designated as High Demand Use Periods any Use Periods containing the following holidays or events: Christmas, New Years, Martin Luther King Day, Presidents Day, 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 BANKING** is no longer an option and will no longer be permitted.

**1.8 CANCELLATION:**

You may cancel your reserved Use Period up to 14 days prior to check-in but will be charged a cancellation fee of \$150. If you fail to cancel your reservation at least 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 the then-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 canceled 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 choices requested by an Owner can be confirmed due to unavailability, such requesting Owner 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 or performance of

any obligations owed to the Association or if your use rights have been suspended by the Board.

## **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 Use Periods as Bonus Use. Bonus Use may be available if a Use Period 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 and can only be used by the Owners listed on the account. Guests are prohibited from using Bonus Time.

Bonus Time reservations can be made 90 days or less in advance of booking for weekday stays and 30 days in advance of booking for weekend stays at the current rate

Other terms:

- Maintenance Fees must be current and you must be in good standing
- 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. Typically, the bonus time rate is based upon 1/7<sup>th</sup> of the particular maintenance fee (depending upon the Unit).

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

### **2.1 EFFECTS OF BONUS USE OR OTHER ENTITLEMENT:**

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

### **2.2 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 or performance of any obligations owed to the Association or if your use rights have been suspended by the Board.

### **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 note of the Owner's name, the number of guests in the party, and the approximate time of arrival.

### **3.2 DAY USE CAPACITY:**

Management reserves the right to limit Day Use capacity based on Resort occupancy. Day Use is only for Owners not in residence.

### **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 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 p.m. Check-out Time is 10:00 a.m.

Owners will be required to present a major credit card or cash deposit, as approved by the Board, 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 the check-in time you are delinquent in any amounts or obligations owed to the Association or if your use rights have been suspended by the Board.

Limit: The maximum allowable occupancy is eight persons for a two-bedroom Unit, four persons for a one-bedroom Unit, four persons in a mini-suite, and two 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 the operation of appliances will be available at the front desk.

Appliances should be used in accordance with these instructions.

### **4.4 RESORT PERSONNEL:**

Personnel for the Resort, including front desk, housekeeping, and maintenance staffs, are employees of the Management Company or its designee first approved by the Board 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), Resort Travel & Xchange (RTX) or Resort Condominiums International (RCI) and you desire to exchange a Use Period, please consult your II, RTX 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 Resort. 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 \$35. 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 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 the Board.

All guests will be assessed the applicable Resort fee per night based on the Unit type.

#### **4.8 AGE RESTRICTIONS:**

You may permit a person under 18 years of age to occupy your Unit only that person is 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 staff. Housekeeping services are as follows:

Upon arrival, you will find your Unit fresh and clean.

One midweek service to include (per seven-night stay):

Replenishment of towels

Removal of trash

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:**

Owners 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 employees or agents, may enter any Unit. In such instances, the Manager shall use reasonable efforts to notify the occupant prior to such entry, as soon as is reasonably possible, of the reason for such entry.

#### **4.11 PARKING:**

Parking by Owners, their family members, guests, and invitees, is permitted in the underground parking garage or on the street in designated areas. One parking pass is issued per Unit.

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 in the underground parking garage. They are available for your use and convenience at no charge.

#### **4.13 APPEARANCE OF RESORT:**



No sunshade awnings or other similar devices may be used on any balcony or terrace. Draping of any articles including towels, swimsuits, etc., on 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 pool.

#### **4.15 USE OF SPA:**

The spa is intended to be an adult amenity. Due to its potential hazard to health, only persons 12 years of age or older may use the spa. Any person between 12 and 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 Unit or the common area, at any time by any Owner, guest, exchange user, or member of the general public.

#### **4.17 FRONT DESK:**

The front desk is open 24 hours daily, 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. Resort phones will not permit long distance calls. 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 Owner shall be responsible for prompt payment of charges incurred by such Owner, his or her 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 Owner's use privileges.

#### **4.19 RESTRICTED ACTIVITIES:**

Dangerous or unlawful substances may not be stored, introduced or used within the Resort. All unlawful, obnoxious, nuisance or offensive activities are prohibited in any Unit or other area of the Resort. You are requested to control noise and activities so that you do not disturb other occupants. You are requested to monitor the activity of your children, and your guest's 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 Owner shall make structural changes, reorganize or remove the 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 Units, common areas (lobby, hallways, elevators, pool area, etc.), and on the balconies. Outside smoking designated areas are not allowed within 25 feet of building entrances, exits, air intakes, or windows.

#### **4.21 REMEDIES FOR FAILURE TO VACATE:**

If you fail to vacate a Unit 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. In addition, the Resort may assess occupants with a fee of \$50 per hour for every hour the Unit is occupied, after the 10 AM check out time.

#### **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 Governing Documents. To assist the Board in the enforcement of the provisions of these 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 Governing Documents 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 Governing Documents fails to comply with the Manager's direction, the matter will be referred to the Board for consideration of the assessment of penalties, suspension of use and voting rights and implementation of other remedies 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 Governing Documents.

If you are delinquent in payment of your Assessments or any other amounts due to the Association, 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 at the Resort, 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 \$300.00 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 the Transferee's name, state of formation, photo identification, 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 Resort) 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, 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 or a valid Transferee.

The 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 Association. In the event of such rejection, the transfer may nevertheless be acknowledged by the Association if the Transferor (i) agrees to personally guaranty performance of the Transferee's obligations under the Governing Documents, and (ii) agrees to be personally liable for all costs and expenses, including attorneys' fees incurred by Association in enforcing the Governing Documents against the Transferee and 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.

#### **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 Reservations Department within seven days prior to check-in of the names of the person(s) who will be occupying the reserved Unit on behalf of the 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 Period to third parties, provided they notify the Reservations Department within seven days prior to check-in of the names of the person(s) who will be occupying the reserved Unit on behalf of the 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 Units which are not timely reserved by other Owners, or as to 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 Resort 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.

#### **4.28 SPECIAL ASSESSMENTS:**

The Association shall have the right to directly impose a special assessment and charge any Owner for any expenses, including accounting and legal fees and costs, directly or indirectly incurred by the Association in connection with dealing with extraordinary questions, work, research, documentation, claims or the like caused by, or otherwise associated with, that Owner. Failure of the Owner to pay that special assessment in full when due shall constitute a default by such Owner under the Governing Documents and the Association shall be entitled to exercise all rights and remedies under the Governing Documents against such Owner.

#### **4.29 LIMITATIONS ON LIABILITY:**

(a) The Association's directors, officers, employees, agents, managers, affiliates, guests, successors and assigns (the "Related Parties") shall not have any personal, recourse, deficiency or other liability of any kind to any Owner, guest, or other person or entity and/or their respective Related Parties for any damage, loss, claim or expense (including attorneys' fees and costs) in connection with the Resort, the Association, any ownership interest or owner.

(b) The Association shall not have any personal, recourse, deficiency or other liability of any kind to any Owner, guest, or other person or entity and/or their respective Related Parties for any damage, loss, claim or expense (including attorneys' fees and costs) in connection with any claim on account of (a) any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which the Association's Related Parties, committees or persons reasonably believed to be the scope of their duties; (b) any condition or circumstance associated with any exchange program or resort; (c) the acts or omissions of any Owners, exchange companies or their respective Related Parties.

(c) Each Owner shall irrevocably, unconditionally and forever assume liability for, release, waive, defend, hold harmless and indemnify the Resort, the Association and/or its Related Parties from and against any and all liabilities, claims, actions, debts, liens, encumbrances, demands, obligations, damages, losses and/or expenses, including attorneys' fees and expenses and collection costs, incurred by the Resort, the Association and/or its Related Parties at any time directly or indirectly, entirely or in part, in connection with that Owner, that Owner's Timeshare Estate or Unit, that Member's Related Parties, and/or any breach of the Governing Documents or applicable laws by that Owner and/or its Related Parties.

(d) If an Owner, an Owner's Related Parties, or anyone claiming rights through the foregoing, has any claim, demand, offset, right or defense assertible against the Resort, the Association and/or its Related Parties in connection with the Resort, Owner, Owner's Related Parties, or the Governing Documents (collectively, a "Claim"), such Claim shall be entirely barred, and fully released and waived, unless Owner commences legal proceedings respecting such Claim within six months after the first occurrence of the event on which the Claim is based. For the purposes of this subsection, legal proceedings shall be considered commenced only upon the filing of a demand for arbitration or filing of litigation.

#### **4.30 NO NEGATIVE STATEMENTS OR ACTIONS:**

(a) No Owner or its Related Parties shall at any time directly or indirectly take any action and/or make, publish, file or record any oral or written statements that would likely have a negative or injurious impact upon the Resort, the Association and/or its Related Parties except in connection with enforcing the Governing Documents and/or as required by applicable laws. No Owner or its Related Parties shall engage in any action that is derogatory, defamatory, libelous or slanderous to the Resort, the Association and /or its Related Parties.

(b) No Owner or its Related Parties shall at any time directly or indirectly (a) use any trademarks, logos, images, text or other intellectual property belonging to the Resort, Association and/or its Related Parties; (b) compete with the Resort, Association and/or its Related Parties or solicit for hire any of their respective employees or agents; or (c) take any actions or have any communications with the Resort, the Association and/or any of its Related Parties that is in any manner impolite, unprofessional, discourteous, aggressive, threatening or hostile

#### **4.31 NO WAIVER:**

The failure to enforce any provision of the Governing Documents shall not constitute a waiver thereof of the right to enforce such provision thereafter. The provisions of the Governing Documents may be waived only in a writing signed by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions. Each time an Owner uses an Ownership Interest, that use shall constitute a waiver, release, accord and satisfaction of all claims that Owner may have against the Resort, the Association and/or its Related Parties with respect to any circumstances arising prior to the date of such use.

#### **4.32 ATTORNEYS' FEES:**

Attorneys' fees shall be determined by competent authority with the understanding that the prevailing party shall be entitled to be reimbursed by the non-prevailing party for all costs, including attorneys' fees, incurred by the prevailing party in any enforcement, action or defense involving the Governing Documents.

#### **4.33 ENFORCEABILITY:**

If any portion of the Governing Documents is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect. If any provision of the Governing Documents is determined to contravene applicable laws, such provision shall be automatically amended to the smallest extent possible to make such provision comply with applicable laws and regardless of any such modification, the Governing Documents shall remain in full force and effect. No rule of strict construction shall be applied against any party.

#### **4.34 JOINT AND SEVERAL:**

In the event that any party consists of more than one person or entity, all of the rights and obligations contained herein shall be joint and several rights and obligations of each such person or entity.

#### **4.35 TIME OF ESSENCE:**

Time is expressly made of the essence with respect to the performance of each and every obligation under the Governing Documents.

#### **4.36 TELEPHONE/ELECTRONIC CONTACT:**

Notwithstanding any provision in the Documents otherwise or current or prior election to opt in or opt out of being contacted via any means, Owner hereby expressly consents to be contacted by the Association and/or its Related Parties or anyone calling or contacting on behalf of the foregoing (collectively a "Representative") at any telephone, mobile phone, facsimile, email, social media, website, electronic or physical address that Owner provides, that can reasonably be associated with Owner (through skip trace, caller ID capture or other means), or at which Owner may otherwise be reached (the "Contact Information") by means of telephone, mobile phone, text message, SMS message, facsimile, email, social media, website, electronic



address, automatic telephone dialing system, automatic texting system, artificial or prerecorded voices or messages, telemarketing systems or other or electronic methods (the “Electronic Methods”) for any and all purposes including to provide information, perform services, collect amounts due, resolve disputes, or advise of additional promotions, products and services associated with Owner’s account or Ownership, or otherwise. Owner’s cellular, mobile, telephone or other provider may charge Owner according to the type of plan Owner carries.

(a) Automated messages may be played when the telephone is answered, whether by Owner or someone else. In the event that a Representative calls, that Representative may also leave a message on Owner’s answering machine, voice mail, or send one via text or other Electronic Methods. A Representative may listen to and/or record phone calls for quality monitoring or any other purposes all without notice to Owner as permitted by applicable law.

(b) Owner represents and warrants that (a) the telephone numbers and other Contact Information that Owner has provided to the Association and its Related Parties are true and correct telephone numbers and other Contact Information; and (b) Owner is permitted to receive calls and communications at each of the telephone numbers and other Contact Information that Owner has provided. Owner shall promptly notify the Association if ever Owner stops using a particular telephone number or other Contact Information, if Owner’s Contact Information changes, or if Owner revokes consent for Representatives to contact Owner using certain telephone numbers or other Contact Information.