WorldMark, The Club Guidelines

These WorldMark, The Club Guidelines amended and restated as of January 1, 2017, are the official Club operating Rules. They have been established for the benefit of all Owners of WorldMark, The Club (Club) Vacation Credits, pursuant to and subject to the WorldMark Vacation Ownership Program (Program) as described and established in the Declaration and Bylaws of the Club. If there is any conflict between the Declaration or Bylaws, and the Guidelines; the Declaration, the Bylaws and then the Guidelines shall control, in that order.

SECTION A — DEFINITIONS

1. **Owner, WorldMark Owner, Club Owner or Owner of Record** shall mean any person who has signed a Vacation Owner Agreement for the purchase of WorldMark, The Club Vacation Credits. An Owner’s level of ownership and usage rights in The Club is determined by the number of vacation credits purchased. Being a family member of an Owner, or living in the same residence as an Owner, does not result in any Owner rights, and any usage by such persons shall be done under the Guest Guidelines. All other terms in these Guidelines shall have the same meaning as set forth in the Declaration, unless the context otherwise requires.

2. **Guest** is any person who is not an Owner and who is allowed overnight use of Club Property through the rights of an Owner, as may be allowed under these Club Guidelines.

3. **The Club Directory** is a separate printed document constituting part of these Guidelines. This document includes the schedule of how many Vacation Credits are required for staying in each Club Unit on a daily, weekly, and seasonal basis, and a schedule of the seasons assigned to each Unit. Red is for the high-demand period, White is for the mid-demand period and Blue is for the low-demand period.

   In addition to the Vacation Credit information for the Club units, this document also includes other information regarding developer programs, affiliate resorts and other benefits that are not part of the Club and which are available to eligible WorldMark owners. The inclusion of such information in the Club Directory does not imply that such programs, affiliate resorts, or benefits constitute part of the Club.

4. **Premier Vacation Credits** are Vacation Credits that have a perpetual life and that include the use of Bonus Time. The usage value of these Vacation Credits renews annually on the first day of the anniversary month of their purchase. These Vacation Credits are transferable, subject to the terms of the Vacation Owner Agreement.

5. **Standard Vacation Credits** are Vacation Credits that have a 40-year life and that do not include the use of Bonus Time. The usage value of these Vacation Credits renews annually on the first day of the anniversary month of their purchase. These Vacation Credits are transferable, subject to the terms of the Vacation Owner Agreement.

6. **Weekend Only Reservation** is a two-night, Friday and Saturday night reservation. Any other combination of nights shall not be considered a Weekend Only reservation.

7. **Vacation Credits Owned** are the total number of Vacation Credits purchased, which are renewed annually.

8. **Vacation Credits Available** are the total number of Vacation Credits available for use in an Owner’s account, whether saved or borrowed. All other terms in these Guidelines shall have the same meaning as set forth in the Declaration, unless the context otherwise requires.

9. **Assigned Vacation Credits** are a one-time assignment by gift, rental or otherwise of Vacation Credit use rights by the Owner of Record to another Owner, and do not constitute a transfer of ownership. An Owner may assign or receive by gift, rental or otherwise up to two times his or her annual Vacation Credit allocation each Anniversary year. Vacation Credits borrowed from future years and Housekeeping services are not eligible for assignment.

10. **Grouped Reservations** consist of two or more consecutive **Red Season** reservations (segments) linked together so that the grouped segments comply with the seven-night minimum stay requirement. Grouped Reservation bookings can be facilitated to create one continuous vacation, booked for and occupied by the same guest(s). The individual segments can be at a single, or at multiple resorts. The first day of all segments must be within 13 months of check-in at the time of reservation. Additional segments can continue to be added to a Grouped Reservation until the total of all segments exceeds 14 nights, at which point no more segments can be added. Any further nights need to be booked as a separate reservation in compliance with the Guidelines. There is a 48 hour waiting period for any changes or modifications to a confirmed Grouped Reservation not in compliance with the Guidelines on the original date of booking.
SECTION B — TYPES OF RESERVATIONS

1. **Vacation Credit Reservations.** Owners have the right to reserve time for occupancy in Club Units to the extent allowed by the use of an Owner’s Vacation Credits, subject to these Guidelines and the availability of Units.

2. **Bonus Time Reservations.** Owners of Premier Vacation Credits have the right to reserve time for occupancy in the Club Units, subject to these Guidelines and the availability of Units by prepayment of the Bonus Time use fee.

SECTION C — RESERVATIONS

1. **Reservation Booking Order.** Requests for reservations will be honored on a first-come, first-served basis by calling 1.800.457.0103 during regular Club business hours, which are currently Monday through Friday, 8:00 a.m. to 7:00 p.m., Saturday and Sunday, 8:00 a.m. to 5:00 p.m. Reservations may also be made online daily between the hours of 6:00 a.m. and 11:30 p.m. at www.worldmarktheclub.com. All hours stated are PST/PDT.

2. **Reservation Booking Method.** It is recommended that all reservations be booked on-line or by telephone. Reservation requests by letter, fax, or e-mail will be accepted, but the Club will not be responsible for lost documents or timeliness of bookings.

3. **Qualification for Making a Reservation.** Reservations may be made only by an Owner of Record, and only by using one’s own Vacation Credit account. The Club will not be responsible for conflicting reservations and cancellations of co-owners of Vacation Credits. If such conflict occurs, the Club reserves the right to suspend any usage of the Owner account until the Owners have resolved their conflict in writing to the Club, signed by both Owners.

4. **Qualification for Using a Club Unit.** Only the Owners and Guests of Owners can use a Club Unit. No one under the age of 18 will be allowed to use a Club Unit without parental supervision.

5. **Time Frame for Making a Reservation.** Vacation Credit reservations may be made up to 13 months before the first day of the reserved period, and may extend beyond 13 months if the stay is continuous and uninterrupted. Bonus Time reservations may be made up to 14 days before the first day of the reservation period. When a Bonus Time reservation is for a Guest to occupy the Unit without the presence of the Owner for any days of the reserved period, then the reservation must not be made until five (5) days before the first day of the reserved period.

6. **Unit Assignment.** Units are assigned based on the time of reservation, not on the time of check-in. Assignments are determined by the computer system so that stay opportunities for all Owners are maximized. At some Resorts, Units with special features, such as views, may be ranked in the computer so that earlier reservations have priority of assignment. Any priority of assignment that might be given for special features is based on the time of the reservation, not on the time of check-in. Special requests can be accepted with medical documentation.

7. **Last 48 Hour Exemptions.** To provide Owners with maximum opportunity for usage and to minimize vacancies, any Club Units that have not been reserved at least 48 hours (two days) before use shall be open for reservations, which will be exempt from the following Guidelines:
   - Section C, No. 8(4): Length of Stay Requirements
   - Section C, No. 10: Number of Vacation Credit Reservations
   - Section C, No. 11: Number of Bonus Time Reservations

8. **Length of Stay Requirements:**
   1. There is a minimum seven-consecutive night stay, which may be split between two or more Resorts, defined as a Grouped Reservation, required during Red Season for any reservation booked more than 10 months before use. Unless otherwise required, there is no minimum number of nights in each reservation segment.
   2. A seven-night minimum stay that has been split between resorts will result in additional housekeeping fees at subsequent resorts.
   3. Cancellation of a single segment of a Grouped Reservation will result in the cancellation of the entire reservation.
   4. There is a two-night minimum stay required on Weekend Only reservations when both Friday and Saturday night are available.
   5. There is a four-night maximum stay for each Bonus Time reservation, though a Bonus Time reservation may be combined with a Vacation Credit reservation, providing all Guidelines for making a Bonus Time reservation are met.

**Exception to the Red Season Length of Stay Requirement.** In the event that seven-consecutive nights are not available in the unit size requested, a reservation may be made for all the remaining nights in the respective unit size more than 10 months in advance of the use date, provided that all the available nights are booked. In the event that a single reservation segment includes dates in Red Season...
and White or Blue Season, a reservation may be confirmed for less than seven nights if equal or more nights are in White or Blue Season.

9. **Borrowing Vacation Credits.** An Owner may, in their current anniversary year, use Vacation Credits from their following anniversary year.

10. **Number of Vacation Credit Reservations.** An Owner may have and use as many Vacation Credit reservations as may be possible with the number of Vacation Credits the Owner has available; provided that an Owner may have only one Weekend Only reservation at a time for each block of 5,000 Vacation Credits Owned.

11. **Number of Bonus Time Reservations.** An Owner may use as many Bonus Time reservations as possible within the following limitations. An Owner may have only one Bonus Time reservation until the reservation has been completed. If the Bonus Time vacation plan is to stay at more than one Club Resort, then the Owner may make the number of reservations needed, provided the combination of these reservations is for consecutive nights, and that the Bonus Time does not exceed four (4) nights. An Owner with 5,000 through 19,000 Vacation Credits may use only one Weekend Only Bonus Time reservation each calendar quarter. Owners with 20,000 through 29,000 Vacation Credits shall be entitled to two (2) Weekend Only reservations. One Weekend Only Bonus Time reservation shall be added for each additional block of 10,000 Vacation Credits owned by an Owner.

12. **Guest Use.** Any non-owner use, whether by rental or gift, is considered Guest usage by the definition given above in Section A.2. The Owner making the reservation is responsible for Guest behavior, charges resulting from Guest usage and Guest compliance with all applicable Club Guidelines and Restrictions. The Owner does not have to be present during Guest usage of Vacation Credits. However, the Owner does have to be present during the Guest usage of Bonus Time, unless the reservation is made no earlier than five (5) days before the first day of the reserved period. An Owner may charge a Guest for use of Vacation Credits in whatever amount the Owner chooses, but may charge Guests for Bonus Time usage in only the actual cost of Bonus Time. Owners shall not charge any fee in cases where rental is prohibited by local law or restriction, or in cases that the Club Board determines are not in the best interest of the Club.

13. **Day Use Prohibited.** Only those persons who are occupying Units may use Resort facilities, except that occupants may have daytime Guests within the occupancy limit allowed for the occupant’s Unit.

14. **Bonus Time Fee.** Use of Bonus Time shall be subject to the prepayment of a Bonus Time fee instead of any Vacation Credit or housekeeping charge. The amount of the fee shall be determined by the Club Board, and is currently $0.063 cents per Vacation Credit that would be required under a Vacation Credit reservation, with a minimum of $50.00 USD for each night reserved.

15. **Annual Housekeeping Fee.** Vacation Credit use will be allowed one free housekeeping service each anniversary year for each block of 10,000 Vacation Credits owned. The free housekeeping service will occur at the end of the first continuous Vacation Credit stay at one resort, or as directed by the Owner.

16. **Additional Housekeeping Fees.** Further Vacation Credit use in the same anniversary year or any use of Assigned Vacation Credits, shall be subject to a housekeeping fee per stay as may be determined by the Club Board. Housekeeping service occurs at the end of each continuous Vacation Credit stay at one resort.

17. **Optional Housekeeping Service and Fees.** During any stay, an Owner may obtain optional housekeeping services, at the noted fees, by contacting the front desk at the resort.

**Housekeeping Fees Effective January 1, 2017:**

<table>
<thead>
<tr>
<th>Housekeeping Fees</th>
<th>Unit Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>$64.00</td>
<td>Hotel Room, Studio Hotel, Studio Compact, Studio, Studio Cottage, Studio Plus, Studio Deluxe and Studio Loft style units</td>
</tr>
<tr>
<td>$85.00</td>
<td>Studio Presidential, 1 Bedroom Compact, 1 Bedroom Compact Hotel, 1 Bedroom, 1 Bedroom Cottage, 1 Bedroom Loft, 1 Bedroom Suite, 1 Bedroom Plus, 1 Bedroom Deluxe, 2 Bedroom Compact and 2 Bedroom Hotel style units</td>
</tr>
<tr>
<td>$98.00</td>
<td>1 Bedroom Penthouse, 1 Bedroom Presidential, 2 Bedroom, 2 Bedroom Loft, 2 Bedroom Suite, 2 Bedroom Plus, 2 Bedroom Deluxe style units</td>
</tr>
<tr>
<td>$111.00</td>
<td>2 Bedroom Chalet, 3 Bedroom, 3 Bedroom Plus, 3 Bedroom Deluxe, 3 Bedroom Deluxe Loft, 3 Bedroom Chalet, 4 Bedroom Deluxe style units</td>
</tr>
</tbody>
</table>
18. **Civil Taxes.** Owners are responsible for any civil taxes related to their usage of Club Units, such as sales tax or transient occupancy tax. Taxes shall be prepaid at the time of the reservation.

19. **Confirmation.** All reservations must be confirmed by the Club in writing or by fax, and a reservation number assigned before it is valid. This reservation confirmation must be presented at the time of check-in at the Resort. The confirmation will state the number of Vacation Credits charged for the reservation. If a reservation confirmation is not promptly received, the Owner should call the Vacation Planning Center. The Owner is responsible to verify correctness of the reservation upon receipt of the confirmation and immediately notify the Club Vacation Planning Center of any errors. The Club does not guarantee any reservation other than that confirmed on the printed confirmation.

20. **Cancellation.** It is recommended that all cancellations be made online between 6:00 a.m. and 11:30 p.m. daily or by telephone by calling 1.800.457.0103 during regular business hours. The Club will not be responsible for lost documents or timeliness of bookings when done by letter, fax, or e-mail. Owners may cancel reservations by giving written, telephone or fax notice within the following periods:

<table>
<thead>
<tr>
<th>For Reservations Made:</th>
<th>No Later Than:</th>
<th>For Reservations Made:</th>
<th>No Later Than:</th>
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</thead>
<tbody>
<tr>
<td>91 days to 13 months in advance</td>
<td>30 days before use</td>
<td>48 hours to 14 days in advance</td>
<td>48 hours before use</td>
</tr>
<tr>
<td>15 days to 90 days in advance</td>
<td>10 days before use</td>
<td>0 hours to 48 hours in advance</td>
<td>No cancellation</td>
</tr>
</tbody>
</table>

If cancelled in less than the required number of days, the Owner will be charged the applicable number of Vacation Credits and/or Bonus Time fees for that use to the extent that other Owners cannot use the same period. After check-in, there is no refund of Credits or Bonus Time fees in the event of an early checkout regardless if another Owner occupies the remaining reserved period.

Cancellations must be received by calling 1.800.457.0103 during business hours Monday through Friday, 8:00 a.m. to 7:00 p.m., Saturdays and Sundays, 8:00 a.m. to 5:00 p.m., or online at [www.worldmarktheclub.com](http://www.worldmarktheclub.com) between 6:00 a.m. and 11:30 p.m. These hours are subject to change, and notice is provided via the Owner newsletter publication.

There will be a 48-hour waiting period between a cancellation and a new reservation whenever the following occurs:

1. The Owner is cancelling a one-week reservation in Red Season and then requests to rebook the same reservation for less than a week within 10 months or less of occupancy;
2. The Owner is cancelling a Vacation Credit Reservation and then requests to rebook that reservation as a Bonus Time reservation;
3. The Owner is cancelling a regular Bonus Time Reservation and then requests to rebook that reservation as a Guest-only reservation within five (5) days of use; or
4. The Owner is requesting a revision to an existing reservation and the revised arrival date was not within the Guidelines on the original date of booking.
5. The Owner is requesting a revision to an existing Grouped Reservation and the revised segments were not within the Guidelines on the original date of booking.

21. **Delinquency.** No reservation request will be confirmed if you are delinquent in the payment of any amount owed to the Club under the Program or owed on your Ownership Agreement for purchase of Club Vacation Credits. Further, you will not receive voting materials nor be allowed to vote on Club matters if, as of the record date, you are 60 days or more delinquent in the payment of any amount owed to the Club.

22. **Unused Vacation Credits Carry Over.** Vacation Credits that are unused at the end of an Anniversary Year will automatically carry over for use in the following year, and will expire at the end of that Year. Usage will be charged first against any carryover Vacation Credits, and then against the current year’s Vacation Credits.

SECTION D — USING CLUB PROPERTIES

1. **Registration.** Generally check-in shall be 4:00 p.m. or later and shall require a confirmation and ID, and checkout shall be 12:00 noon or earlier. Check-in/checkout times may vary from Resort to Resort. Confirmation packets give notification of these times for the particular Resort where the Owner has made a reservation.
2. Occupancy Limits. The number of persons, including children of any age, which may occupy a Unit is as follows:

<table>
<thead>
<tr>
<th>Occupancy (Sleeps Private/Max.)</th>
<th>Unit Types</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/2</td>
<td>Hotel Rooms, Studio Hotel, Compact, Standard, Deluxe and Presidential style units. 1 Bedroom Compact and Compact Hotel style units</td>
</tr>
<tr>
<td>3/2</td>
<td>Studio Plus style units</td>
</tr>
<tr>
<td>4/2</td>
<td>Studio Loft, Studio Cottage, 1 Bedroom Hotel, Suite, Standard, Deluxe, Loft, Cottage, Penthouse and Presidential style units</td>
</tr>
<tr>
<td>4/4</td>
<td>2 Bedroom Compact and Presidential style units</td>
</tr>
<tr>
<td>6/4</td>
<td>1 Bedroom Plus style units 2 Bedroom Hotel, Suite, Standard, Deluxe, Chalet, Penthouse and Presidential style units</td>
</tr>
<tr>
<td>6/6</td>
<td>2 Bedroom Presidential Casita style units 3 Bedroom Penthouse and Presidential style units</td>
</tr>
<tr>
<td>8/4</td>
<td>2 Bedroom Plus and Presidential Deluxe style units</td>
</tr>
<tr>
<td>8/6</td>
<td>2 Bedroom Loft style units 3 Bedroom Standard, Deluxe, Chalet and Presidential style units</td>
</tr>
<tr>
<td>8/8</td>
<td>4 Bedroom Penthouse and Presidential style units</td>
</tr>
<tr>
<td>10/6</td>
<td>3 Bedroom Plus style units</td>
</tr>
<tr>
<td>10/8</td>
<td>4 Bedroom Deluxe style units</td>
</tr>
<tr>
<td>10/10</td>
<td>3 Bedroom Presidential Casita style units</td>
</tr>
<tr>
<td>12/12</td>
<td>4 Bedroom Presidential Casita style units</td>
</tr>
</tbody>
</table>

Certain other types of Units will vary in occupancy limits from Resort to Resort. Vacation guides will advise of these occupancy limits at the time of making the reservation. Club occupancy limits will be enforced. Owners checking into a Resort with more persons in their party than the reserved Unit occupancy limit will be given the opportunity to reserve a larger or additional Unit, if available, to reduce the number of persons in their party, or if necessary, to vacate.

3. Care of Units. The Owner is responsible for any damage or loss of furnishings that might occur during occupancy by an Owner or an Owner’s Guest.

4. Inventory. In each Unit there is an inventory list of major items. The occupant should report any missing items, or damage noticed in the assigned Unit to the Manager as soon as possible after check-in. During the four-hour maintenance period after each occupancy, an inspection of the Unit, its furnishings and equipment will be conducted.

5. Charges. Charges for any missing items, damage during occupancy, excessive cleaning requirement or charges for any unpaid services will be billed to the Owner. Nonpayment of such charges will be cause for suspension of reservation and occupancy privileges until paid in full.

6. Modifications. No structural changes, reorganization or removal of furniture, wall hangings, floor coverings, or redecorating of any type within the Units or other areas of the Property are permitted.

7. Specific Resort Rules. The Club may establish and post specific rules related to the orderly management of each Resort.

8. Conduct; Solicitation. Owners and Guests shall respect all other Owners and Guests as well as Club Property by reasonable behavior in respect to noise, usage of Resort facilities, and other matters relating to an orderly use of the Resort. For purposes of protecting the privacy of members and guests, the solicitation or promotion of information, goods or services on resort properties is prohibited unless prior authorization is provided by the Board or its designated agent. Notwithstanding this prohibition, nothing herein will prevent Declarant from exercising its rights set forth in the Program documents.

9. Smoking. WorldMark units are smoke free. Smoking is prohibited in the units, but allowed in the common areas and on the unit decks or patios.

10. Animals. No animals or pets may be brought onto any of the Resort properties, including in any type of vehicle, except for service animals assisting the handicapped, such as seeing eye dogs.

11. Barbecuing. Barbecuing may be done only in designated areas.
12. **Clothes Drying.** Towels, bathing suits and other items may not be left on patios or railings so as to be visible from other dwelling units or Common Areas.

13. **Children.** Parents are responsible for the conduct of their children. Children are expected to play and behave in a manner that does not create any undue disturbance to the vacation enjoyment of other Owners or cause damage to property. Children twelve years of age or younger cannot be left alone without the direct supervision of someone who is at least thirteen years of age or older.

14. **Personal Property.** Neither Club Management nor the Club are responsible for any belongings left by Owners or Guests. Owners or Guests are responsible for removing all non-Club personal property from the Unit prior to checkout. Except in areas that may be designated for such purpose by the Manager (for example, storage lockers), neither Owners nor Guests may keep personal property on the Resort other than in the Unit during occupancy.

15. **Signs.** No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed to or on any part of the Property without written permission from the Club.

16. **Failure to Vacate.** If the Owner or Guest(s) fails to vacate a Unit by checkout time of the last day of the reserved period of occupancy, the Owner will be subject to the repayment of all costs incurred by the Club and other Owners, and other consequences.

SECTION E — ADMINISTRATION

1. **Single Residence Ownership.** Club ownership is designed for use by Owners who live in the same residence, and Owners who sign the same Vacation Owner Agreement must meet that requirement. This does not prohibit Guest usage by persons living in other residences.

2. **Maintenance Period.** The Club may reserve seven (7) nights and days, not necessarily consecutive, during each calendar year as a maintenance period for each Unit during which period the Club shall maintain, refurbish and repair the Unit as necessary. The Club shall determine from time to time which days and nights will constitute the maintenance period for each Unit. No reservations for a Unit shall be accepted during this maintenance period.

3. **Entry.** The Manager has a pass key to all rooms. In case of emergency, the Manager or the Manager’s staff person may enter a Unit and shall notify occupant, as soon as reasonably possible, of the reason for such entry.

4. **Renting by the Club.** If it is in the best interest of the Club and in compliance with local laws and restrictions, the Club may rent Units to non-owners provided Owner demand for a resort/unit is reasonably predictable and Owner reservations assured. All proceeds from such rentals shall accrue to the Club.

5. **Amendments.** The Club Board may amend these Guidelines from time to time in accordance with the Club’s Declaration and Bylaws. This can include the amendment of any fees or hours of operation listed in these Club Guidelines.

6. **Violations.** Failure to abide by these Guidelines or the terms and conditions of the Program could result in temporary or permanent suspension of Owner rights and privileges.

7. **Enforcement.** The Resort Manager shall have full authority to implement these Club Guidelines and any local Resort rules. Vacation guides shall have full authority to apply these Club Guidelines in the booking of reservations.

8. **Unacceptable Behavior.** The Club’s Manager, at its sole and reasonable discretion, may restrict Club services and/or access to an Owner who engages in behaviors that negatively impact the WorldMark program, other Owners and Guests, resort properties and/or Manager’s employees. Such behaviors include, but are not limited to, the use of verbally threatening language, profanity, inflammatory statements, unrestrained emotional outbursts, manipulation of the Club’s Governing Documents and/or Manager’s employees to gain an unfair advantage, and acts of physical harm or malice toward other Owners and Guests, resort properties and/or Manager’s employees. Such restrictions may include, but are not limited to, refusal to provide services and/or access to owner service center, reservation center, front desk, website, and any telephone communications with Manager’s employees. The Club’s Manager may enforce such restriction for such periods of time as it determines in its sole and reasonable discretion. The Manager shall exercise its discretion under this Section consistent with applicable provisions of the Club’s Bylaws, Communication Policy, and any other applicable statutes, policies, or guidelines.

Revised: 1/1/2017