

The Timbers Condominium Owners Association Rules and Regulations

REGULAR USE RESERVATIONS

1.0 WHEN TO MAKE YOUR RESERVATION

Reservations of use periods may be made by the Owners of Timbers Condominiums Owners Association up to twelve (12) months in advance to the arrival date of the desired start of their use period(s), subject to availability on a first-come, first-served basis.

FLEX TIME/VAC PLUS OWNERS

You own a particular unit size and season, but not a particular week each year. You are required to schedule your reservation each year, subject to availability.

FIXED TIME OWNERS

You own a particular unit, size and week each year. Your reservations will be created for you automatically. You are responsible to inform the managing agent of your use plans for your week.

1.1 HOW TO MAKE A RESERVATION

Reservation requests must be directed to the Managing agent at Trading Places International's Owners Services Department. Office hours are normally Monday through Friday 7:00am to 6:00pm Pacific Time, and Saturday 8:00am to 4:30 pm Pacific Time., closed on Sundays.

- Telephone requests may be made by calling 800-817-4653 ext. 100 during normal business hours
- You may also request your use time by logging into the owners site, reservation forms can be found under Owner Tools.

timbersatislandpark.com

Login: Timbers

Password: island

Reservation request are not considered final until confirmed in writing by the Managing Agent. Reservations are confirmed on a space-available, first-come, first-served basis.

To place your reservation request by phone, make certain that you are current in all your financial obligations to the Association. Please be prepared to provide the following information:

- Your account name and address/contact information on the account
- Travel dates and alternative dates
- The number of people who will occupy the condo, and if applicable, the name(s) of your guests using your reservation
- Whether you will be exchanging the reservation with an exchange company

1.2 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, subject to availability. The Association will not consider any reservation request 1) that is made more than twelve (12) months in advance, or 2) that is requested by an owner that is not current in their financial obligations to the Association. You may be prevented from securing a confirmed reservation if a unit of the same type as yours is not available for use at the time sought, because that time was previously reserved for a regular use by another owner. All reservations are made on a first-come, first-served basis. If you are unable to reserve a requested use period as a result of no availability you will not be compensated, reimbursed or credited.

Reservation requests must be submitted by deeded owner, co-owner, or an authorized user on the account. Authorized users on the account must be communicated to the Managing Agent by deeded owner or co-owner and are limited to immediate family members of the deeded owner or co-owner only. Immediate family includes spouse, domestic partner, siblings, parents and children.

1.3 SPLIT USE TIME

- **VACATION PLUS OWNERS**

1. You may "Split" the use of your vacation week at The Timbers Condominium Owners Association.
2. Reservations may be requested up to twelve (12) months in advance of the arrival date of the desired use.
3. Reservations must be for two (2), three (3), or four (4) nights.
4. Reservations cannot exceed your seven (7) night use entitlement within The Timbers Condominium Owners Association.
5. Only one weekend (as defined by Friday and Saturday night) can be booked.
6. Additional weekends can only be requested fourteen (14) days or less prior to the split use period intended.
7. Cleaning fees will be collected at the time the reservation is confirmed by the managing agent for each additional split reservation after the first reservation (second and/or third split week reservations)
8. Cleaning fee amount to be established by the Board of Directors.

- **FLEX OWNERS**

1. You may "Split" the use of your vacation week at The Timbers Condominium Owners Association.
2. Reservations may be requested up to twelve (12) months in advance of the arrival date of the desired use.
3. Reservations must be for three (3), or four (4) nights.
4. Reservations cannot exceed your seven (7) night use entitlement within The Timbers Condominium Owners Association.
5. Only one weekend (as defined by Friday and Saturday night) can be booked.
6. Additional weekends can only be requested fourteen (14) days or less prior to the split use period intended.

7. Cleaning fees will be collected at the time the reservation is confirmed by the managing agent for each additional split reservation after the first reservation (second and/or third split week reservations)
8. Cleaning fee amount to be established by the Board of Directors.

1.4 UNIT TYPE/SEASON REQUESTED

You will be assigned a unit of the same type and season that you own, unless you request an upgrade or a downgrade. Season upgrades are not available. Unit upgrades may be requested at fourteen (14) days or less in advance of the desired date of arrival, based on availability. Unit upgrades will be subject to association upgrade fees (upgrade rate established by the Board of Directors). There will be no discount in maintenance fees or other charges for reservations confirmed in a unit size or season of a lesser value than what you own.

1.5 CANCELLATION

Reservations may be cancelled at any time prior to the arrival date of the scheduled reservation without penalty. Rebooking is subject to availability.

1.6 CONFIRMATION OF RESERVATION REQUESTS

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

1.7 FIXED WEEK OWNERS

NOTICE TO THE MANAGING AGENT:

- You are responsible to inform the managing agent of your use plans for your week at least seven (7) days or more prior to the start of your week
- If no notice is given to the managing agent. The managing agent is given the use period to be rented by the managing agent and/or resort.

Proceeds will be disbursed to the owner if in good standing, minus all applicable commissions and/or costs to the Association and managing agent.

SPLIT WEEKS

- Split week reservations are not applicable for the fixed week owners.
- All fixed week owners will be assigned their contracted week consisting of seven (7) consecutive nights commencing on the corresponding check-in day for the unit owned.
- Any unused nights as a result of an early check-out or pre-arranged late check-in would be considered lost.
- No compensation will be provided for lost nights

UNIT TYPE/SEASON REQUESTED

- To change your arrival or departure date, or unit assignment, you must deposit and exchange with the exchange company of your choice.
- All transactions with an exchange company are subject to their terms, conditions, and availability.
- Unit upgrades may be requested fourteen (14) days in advance, upgrades are subject to availability.
- Unit upgrades will be subject to Association upgrade fees (upgrade rate established by the Board of Directors)

2.0 TIMBERS TIME (Bonus Time) RESERVATIONS

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

2.1 WHEN TO MAKE TIMBERS TIME RESERVATIONS

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

2.2 HOW TO RESERVE TIMBERS TIME

Reservations for Timbers Time shall be on a first-come, first-served basis. You may reserve Timbers Time use for a minimum of two (2) nights, at a nightly rate established by the Board of Directors, collected at the time the reservation is confirmed.

2.3 TIMBERS TIME USE CONFIRMATION

Timbers Time reservation requests are confirmed on a first-come, first-served basis. Timbers Time reservation requests will be confirmed by the Owner Service Department or the resort in writing, or by email or telephone if time does not allow for mail to reach the owner. No Timbers Time **reservation** requests will be honored unless they have been confirmed. **Your Timbers Time reservation will not be confirmed if you are delinquent in payment of any amounts owed to the Association, or if your use rights have been suspended by the Board of Directors.**

2.4 TIMBERS TIME USE LIMITS

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

2.5 EFFECTS OF TIMBERS TIME ON OTHER ENTITLEMENT

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

2.6 TIMBERS TIME REVENUE

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

2.7 TIMBERS TIME CANCELLATION

If you cancel your Timbers Time reservation you will be charged a cancellation fee of a one nights stay. Cancellations or changes to Timbers Time can only be made prior to check-in. No cancellations or changes will be honored upon check-in. If you do not check-in within twenty-four (24) hours of your scheduled arrival time, you shall be considered to have used the entire Timbers Time period for which the reservation was made. No refund of Timbers Time fee paid will be refunded.

3.0 EXCHANGE

The Timbers Condominium Owners Association is affiliated with Trading Places International (TPI) exchange department, Interval International (II) and Resort Condominiums International (RCI). Please consult exchange materials directly from each affiliated company for more information on memberships, benefits, or for rules and regulations and procedures governing exchange requests. Maintenance fees must be paid in advance for all weeks prior to depositing your use time for exchange, with any exchange company. Weeks can be deposited as early as two (2) years in advance for exchange. If requesting to deposit a reservation that is more than a floating lead time of twelve (12) months in advance of the arrival date, the week assigned for deposit must be the contracted week and unit number owned.

3.1 WEEK 53

Occasionally the Timber's Condominiums Owners Association calendar allows for an extra use week in a particular year. Owners of week 52 are entitled to the first opportunity to reserve week 53 in their contracted unit for the price of the current year's maintenance fee + tax. Week 52 owners must reserve week 53 before the preceding March 31st. Only the contracted unit owned can be reserved. Following March 31st all unreserved week 53 time will be made available for rentals. Rental proceeds will be deposited into the Association account to offset HOA expenses.

4.0 DAY USE

A limited number of owners (those that are not here on their use time) may enjoy the Timbers Condominium Owners Association Resort daily subject to the provisions outlined herein. The facilities which may be used daily are the Club House (swimming pool, spa, exercise room, game

room, and owners lounge) Upon your arrival **YOU MUST CHECK-IN AT FRONT DESK. Ownership will be verified before daily use will be permitted. YOU MUST CHECK-OUT UPON DEPARTURE. Access to the clubhouse for day use is limited to owners and their immediate family members (partner, spouse children, grandchildren, parents, grandparents, brother's, sister's, and in-laws). Timeshare Owners must be present. A daily use fee will be charged.**

4.1 DAY USE PROCEDURE

Limited Day Use of the resort is available on a first-come, first-served basis ONLY. **All owners and guests staying at the resort have first right of use.** To reserve the owners lounge for private parties please contact the resort. Reservations will be accepted twenty-four (24) hours in advance. A deposit to cover potential property damage will be collected and refunded upon check-out. Deposit amount is established by the Board of Directors. **Access to the clubhouse for day use is limited to owners and their immediate family members (partner, spouse children, grandchildren, parents, grandparents, brother's, sister's, and in-laws). Owners must be present.**

5.0 CHECK-IN/CHECK-OUT PROCEDURES

Check-in Time is 4:00 PM Check-out Time is 9:00 AM

Owners will be required to present a major credit card or \$100 cash deposit, as approved by your Board of Directors upon check-in. To keep costs down, please turn off all lights, TV, radios. In the winter we ask that you set the thermostat to 65 degrees. Close all windows and patio doors. Please return your key to the front desk upon departure.

5.1 OCCUPANCY RESTRICTIONS:

The maximum allowable occupancy is a charge of \$50 will be charged per person over the occupancy limit.

2 Bedroom	6 people
1 Bedroom	4 people

5.2 DAMAGES AND LOSSES

Per the Association's governing documents, each owner/owners guest is responsible for any loss, damage, destruction or violations caused by either the owner or the owner's permitted occupants, which occurs during the occupancy.

Upon check-out any damage or loss will be billed directly to owner.

5.3 TIMBER'S EMPLOYEES

Personnel for The Timbers Condominium Owners Association, including front desk, housekeeping, and maintenance staff are employees of the Association and are under the sole direction of the Resort General Manager. The staff are here to ensure that you have an enjoyable and relaxing time. No abuse, either verbal (foul Language or threats) or physical (gesturing or contact) toward any employee will be tolerated. These acts are not permitted by the employee and will not be allowed by Owners or others. If you have a concern about an employee's behavior, please contact the Resort General Manager. Please direct special requests for services and assistance through the front desk.

5.4 PERSONAL ITEMS/STORAGE

You are responsible for personal items brought into the resort. Personal belongings shall not be stored on the premises other than in your unit. Neither the management company nor the Association is responsible for any personal items left by you or your guests at check-out. Any item(s) left behind by an owner or guest, either in the room or in the public area identified by any staff and brought under the notice of housekeeping is termed as a "Lost and Found" item. All nonperishable Lost and Found items are stored safely for thirty (30) days from the date the item was brought under the notice of housekeeping. All perishable items are safely stored for three (3) days from the date the item was brought under the notice of housekeeping. Any unclaimed Lost and Found items will be disposed of or donated after the storage time frames stated herein. Owner(s) and/or owner's guest are responsible for cost to mail Lost and Found item.

5.5 GUESTS (PERMITTED USERS)

You may permit another person to occupy your assigned unit during your use period without charge by the Association. Renting Bonus Time is strictly prohibited. Owners found to have done so are in violation of these rules and regulations and will lose Bonus Time privileges. You may invite others to share occupancy of your assigned unit during your use period(s), provided that the maximum allowable occupancy limit for the interval is not exceeded. The Resort General Manager will not give access to any interval unit to any such permitted user without permission from the owner in whose name there is a confirmed reservation.

If you intend for a person other than yourself to use your period or to accompany you during your use period, you must inform owner services department or the front desk prior to the first day of your use period. Please indicate the name and address of such person(s). When checking in, your guests will be asked to show proof of identification, sign a registration card, and present a major credit card or cash deposit, as approved by your Board of Directors.

5.6 AGE RESTRICTIONS

No one under the age of 18 is permitted to occupy any unit, nor utilize day use privileges. Persons under 18 years of age must be accompanied by a parent or guardian.

5.7 HOUSEKEEPING

The six (6) hour period between check-out and check-in time is reserved exclusively for cleaning, inventory, repair and maintenance of units by housekeeping and maintenance staff.

Upon arrival you will find your unit fresh and clean. Thereafter, housekeeping will provide the following services at no additional charge:

- Fresh Linens
- Fresh Towles
- Housewares

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.

5.8 PASKEY

Owners are to be aware that the Resort General Manager, Maintenance, and Housekeeping are provided a passkey to all unit. At the managers reasonable discretion, the manager, maintenance, or

housekeeping, may enter any unit. In such instances the occupant will be notified prior to entry, of the reason for such entry.

5.9 PARKING

Parking by members, their family, guests and invitees, will be limited to one (1) space per occupied unit used within the on-site parking area. Members, their families, guests, and invitees bringing more than one (1) vehicle within the resort may park their additional vehicle(s) in the overflow/trailer parking area or any parking stall marked guest. All members, their family, guests, and invitees must always display a parking pass on the dash of their vehicle. Parking passes can be obtained from the front desk.

- Parking of recreational vehicles is permitted in the overflow/trailer parking areas only. NO OVERNIGHT CAMPING IS ALLOWED
- Parking is not permitted in fire lanes, or loading and unloading zones
- Parking violations-notices will be given, owners will have twenty-four (24) hrs. to comply. Vehicles not in compliance will be towed at owners' expense.

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.

5.10 Laundry Facilities

Coin-op washers and dryers are in the housekeeping facility. There is a change machine located inside. They are available for your use.

5.11 PLAYGROUND/BBQ PAVILION

Use of the BBQ pavilion and playground area by Owners and Timeshare guests is on a first-come first-serve basis. Reservations must be made with the front desk. The pavilion can accommodate 50 or more people, thereby allowing several groups to use the pavilion at the same time. Please be courteous and respect others just as you would have them be courteous and respect you. Children should be supervised when playing in the playground by a parent or legal guardian.

5.11 PETS

Pets are not allowed on resort property, inside units, or left in parked cars. Permitted ADA Service Animals are allowed in units provided proper documentation has been completed at time of check-in. Any owner, guest, or invitee found to have an animal on site will be in violation of Owners rules and subject to a \$100 fine per day.

5.12 APPEARANCE OF RESORT

Draping of any articles such as towels, bathing suits, hammocks, etc., in the balcony areas is not permitted.

6.0 SWIMMING POOL RULES

Pool rules are posted within the pool areas and listed in the Welcome packet materials. Use of the pool is exclusively at the user's own risk. NO LIFEGUARD IS ON DUTY. Children ages fourteen (14) and under are not permitted within the pool area unless accompanied by an adult (age 18 or older). Children under the age of 14 are not permitted in the inside hot tub, outdoor hot tub or sauna. Any person violating any of the pool rules will be refused further access and use of the pool. Owners, owner's immediate family members, guests, or invitees of owners must check-in at front desk. Owners must be present. Owners of a Timbers week have access to the clubhouse 52 weeks out of the year. Owners wishing to use the amenities on their off week will be charged a daily use fee, per person per day.

Wholly owned owners and their immediate family members (partner, spouse children, grandchildren, parents, grandparents, brother's, sister's, in-laws and grandkids) will be treated like any other guest of the resort. Renters and renters' guests of a wholly owned unit will be charged a daily use fee per guest per day. You must check-in with the front office.

Swimming pool hours are as follows:

Adult Swim

Monday-Sunday 9am-10:30am

Open Swim

Monday-Sunday 11:00am-9pm

6.1 USE OF SPA

The spas or hot tubs are intended to be an adult only amenity. It has been recommended by the American Academy of Pediatrics that children under the age of 14 should avoid using a hot tub due to its potential health hazards. Any person between the age of 14-17 years of age must be accompanied by an adult (18 yrs. or older) when using the spa. Any person violating the spa hot tub rules will be refused further access and use.

6.2 USE OF SAUNA

The sauna is intended to be an adult only amenity. Children under the age of 14 are not permitted to use the sauna. Any person violating the sauna rules will be refused further access and use.

6.3 USE OF EXERCISE ROOM

The exercise room is intended to be an adult only amenity. Children under the age of fourteen (14) are not permitted in the exercise room. Any person between the age of 15-17 years of age must be accompanied by an adult (18 yrs. or older). Machines are to be wiped down after each use, no dropping of weights on floor, use of fowl language or playing or listening to music of a fowl nature is not permitted. Any person violating the exercise room rules will be refused further access and use.

6.4 USE OF GAME ROOM

Children under the age of fourteen (14) must always be accompanied by an adult (18 yrs. or older). Any horseplay, climbing on game machines or fowl language will not be permitted.

Any owner, owners' children, guests, or invitees violating these rules will be asked to leave and may have their game room privileges suspended.

6.5 SOLICITING

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

6.6 FRONT DESK

The front desk is open from 9:00am to 9:00pm Monday through Sunday. Office hours are subject to change during Holidays and off season.

6.7 TELEPHONE CALLS

We have moved to a VoIP telephone system. If you are needing a landline, please ask the front desk. A hand-held unit will be provided to you upon request.

6.8 RESTRICTED ACTIVITIES

Dangerous or unlawful substances may not be stored, introduced or used within the resort. All unlawful, obnoxious, 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 activity of your children, and your guests' children, so that they do not disturb other occupants. Children are prohibited from playing in parking areas, the lobby and any other non-recreational common areas. No member shall make structural changes, reorganize or remove the common furnishings, wall hangings, floor coverings, or decorating of any kind within the units or common areas.

- Fire Works: Fire Works are not permitted within the resort. Violation of this policy is a \$300 fine.
- Smoking: Smoking is not permitted in the units or clubhouse facilities. Violation of this policy is a \$300 fine per occurrence.
- Quiet Time: Quiet Time for all guests is from 10:00 PM through 8:00 AM. Loud music, video, or audio use, parties, and functions or activities that cause a noise issue will be dealt with by the Resort General Manager. Interpretation will be at the sole discretion of the managing agent or their designee.

6.9 FAILURE TO VACATE

A detaining user shall (a) be subject to immediate removal, eviction or ejection from the Timeshare Unit wrongfully used or occupied; (b) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection (to the extent that such notices may be waived under Idaho law); (c) reimburse the Association and the Detained User for all costs and expenses incurred by him as a result of such conduct, including, but not limited to, costs of alternate accommodations, travel costs, court costs and reasonable attorney's fees incurred in connection with removing, eviction or ejecting the Detained User from such Timeshare Unit, and costs (including reasonable attorneys' fees) incurred in collecting such reimbursement(s); and (d) pay to the Detained User entitled to use and occupy the Timeshare Unit during such wrongful occupancy, as liquidated damages, a sum

equal to 200 percent of the Fair Rental Value per day of the Timeshare Unit for each day or portion thereof, including the day of surrender, during which the Detaining User prevents use and occupancy of the Timeshare Unit; provided, however, that if the Detaining User prevents use and occupancy of the Timeshare Unit; provided, however, that if the Detaining User is an Exchange User, the Owner whose Use Period was used by the Exchange User shall have no liability pursuant to the provisions of clauses (c) and (d) above. The Association shall be responsible for determining the Fair Rental Value of a Timeshare Unit. The Association shall use reasonable efforts to attempt to remove such Detaining User from the Timeshare Unit, and/or to assist the Detained User in finding alternate accommodations during such holdover period and to secure the expense of the Association, alternate accommodations shall be as near to value to the Detained User's Assigned Unit as possible and the cost thereof shall be assessed to the Detaining User (unless the Detaining User was an Exchange User) as a Personal Charge. In the event that the Association, in its sole discretion, deems it necessary to contract for a period greater than the actual period for which the use is prevented in order to secure alternate accommodations as set forth above, the cost of the entire period shall be assessed to the Detaining User as a Personal Charge. By accepting any assignment or transfer of a Timeshare, each Owner agrees that, in the event of a wrongful occupancy or use by him or his Permitted User, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy. If an Owner or his Permitted User, by intentional or negligent act renders a Timeshare Unit uninhabitable for all or any portion of any User Period, then (i) such Owner shall be deemed a Detaining User, (ii) the foregoing provisions of this Paragraph shall apply and (iii) such Owner shall be liable to the Owner(s) and/or Permitted User(s) entitled to occupancy of such Timeshare Unit during such subsequent Use Period(s) just as if such Owner had refused to vacate the Timeshare Unit at the end of his Use Period(s). For the Purpose of this Paragraph, the act or negligence of a Permitted User shall be deemed to be the act of the Owner.

7.0 ENFORCEMENT OF THESE RULES AND REGULATIONS

The board expects all Owners and their guests to adhere to the requirements set forth in the Rules and Regulations and the Declaration. To assist the Board of Directors in the enforcement of the provisions of these two documents, the Board has delegated enforcement authority to the Resort General Manager. Any Owner or guest who has been advised by the Resort General Manager that they are in violation of the Rules and Regulations or the Declaration will immediately cease that activity. If an owner or guest, after being notified by the Resort General Manager that they are in violation of the regulations, fails to comply with the Resort General Manager's direction, the Board of Directors will be contacted. The Board of Directors will consider the assessment of penalties by reason of such person's non-compliance. The Owner against whom such action is proposed to be taken has the right to appear before the Board at its next regularly scheduled meeting to contest such action, all as provided in the bylaws and the Declaration.

