



Tahoe Sands Timeshare Owners Association RULES AND REGULATIONS

The following Rules and Regulations have been established by the Board of Directors of the Tahoe Sands Timeshare Owners Association and were revised by your Board of Directors on 10/04/2008 and supersede any previously distributed Rules and Regulations. These Rules and Regulations supplement your Declaration and do not change your obligations as an Owner under either the Declaration or other Governing Documents. The Board of Directors shall have the sole and exclusive authority to amend these Rules and Regulations. Failure to comply with the Rules and Regulations may result in the suspension of your rights and privileges as an Owner.

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REGULAR USE RESERVATIONS

1.1 WHEN TO MAKE YOUR RESERVATION

Reservation of use periods may be made by Owners of the Tahoe Sands Time Share Owners Association up to 13 months in advance of desired use and shall be made no less than 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. Written requests should be addressed to:
 Tahoe Sands Resort, Attn: Reservations Department
 PO Box 109
 Tahoe Vista, California 96148
 Or By Facsimile (530)-546-3291

In person requests may be made during regular business hours at the Resort. Verbal requests may be made by telephoning 1-888-546-7575. Both of these between 9:00 AM and 9:00 PM Summer/Winter hours and 9:00 AM and 6:00 PM Spring/Fall hours. Requests will be considered on a first-come, first-serve basis, and must be confirmed by the Reservations Department. Requests will be given precedence as follows:

1. By Telephone (13 months in advance to the date)
2. In Person (beginning one day after telephone reservations)
3. In writing or by facsimile (530-546-3291)

Upon making your use period reservation the Tahoe Sands Resort requires a credit card to hold the reservation. This credit card will only be charged in the event that the reservation is changed or cancelled per cancellation policy 1.7.

All reservation requests shall include a first and second choice of use periods, intended arrival dates, intended departure dates and the number of adults and children who will be occupying the particular unit. Requests must be made in writing, in person, by facsimile or by telephone, and are subject to confirmation by the Tahoe Sands Time Share Owners Association on a first come, first- serve basis.

Reservation requests shall not be cause for claim that resort caused Owner to not be able to make reservation in earned year.

1.3 LIMITATIONS ON RESERVATIONS

For each timeshare segment owned, you are entitled to reserve a maximum of 7 consecutive nights in your season and unit type in each calendar year.

For the exception for owners of two timeshare segments to be allowed to book two consecutive weeks during one transaction, and the 2nd week may fall outside the 13-month window.

Biennial Time Share Segments owned are entitled to reserve a maximum of 7 consecutive nights in your season and unit type during either an even numbered Use year or an odd numbered Use year.

Commencing on January 1, 2000, Friday check-in will be in the 100 and 500 units; Saturday check-in will be in the 200, 300 or 400 units.

Subject to availability and confirmation by the Reservations Department, reservations may be made for specific unit numbers on property in your season and unit type provided the Association holds no other reservation for the unit number requested. However, the Resort reserves the right to assign a different unit of the same size and occupancy as the unit for which such Owner may hold confirmation.

1.4 SPLIT YOUR USE WEEK

You may "split" the use of your vacation week into two (2) or three (3) use periods during your season, provided however, that no use period shall be for less than two (2) days, nor more than seven (7) days and may not include more than one weekend (Friday or Saturday being check-in days) per interval or timeshare segment owned. Consecutive split week reservations are not permitted.

Any subsequent reservations requested for the same calendar year may not exceed the difference between seven (7) and the number of nights previously used or deemed used in your calendar year.

You will be charged a \$35.00 fee to split your week; however, you will not be charged this fee until you make your second and/or third split week reservation. The split week fee charged at Tahoe Sands has been approved by your Board of Directors and is subject to change.

1.5 CARRY OVER

You may not carry-over your week unless you are a member of an exchange program which allows carry-over. Please refer to your resort exchange directory for carry-over restrictions of that program.

1.6 UNIT UPGRADE

Unit upgrade may be reserved not more than one (1) month in advance. Such reservations must be confirmed and based on space available. There is a \$50.00 per night upgrade charge.

Season upgrade may be reserved not more than one (1) month in advance. (Such reservations must be confirmed upon space availability.) (Prime season: Summer/Winter; swing: Spring/Fall) There is a \$50.00 per night upgrade charge.

1.7 CANCELLATION

You may cancel/change your reserved use period for a cancellation fee of \$30.00. However, 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 in which the reservation was made. If cancellation is made within such 14-day window, owners will lose their week but will not be charged the \$30 for cancellation.

The association will make every effort, but cannot guarantee that you will be able to reserve another use period in your current calendar year. Any unused time cannot be carried over to the following year.

1.8 CONFIRMATION OF RESERVATION REQUESTS

Reservation requests must be confirmed by the Reservations Department before being valid. If neither of the two (2) 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, in writing or by facsimile, for information concerning available use periods. Confirmations will be given by the Reservations Department to Owners by mail, or when time is limited, by telephone or by facsimile.

You may be prevented from securing a confirmed reservation if a unit of the same type as yours is not available for use at the time sought because that time was previously reserved for regular use by another owner. Your reservation request will not be confirmed, nor will occupancy of an assigned unit be permitted, if you are delinquent in payment of any amounts owed to the Association or if your use rights have been suspended by the Board of Directors.

BONUS USE RESERVATIONS

SUBJECT TO AVAILABILITY, you may be entitled to occupy a unit of any unit type during one or more additional time periods beside your regular Use week as Bonus Use. Bonus Use may be available if time has not been otherwise reserved.

2.1 WHEN TO MAKE BONUS RESERVATIONS

Bonus Use reservation requests will be considered if received twenty one (21) days or less in advance of the first night of the reserved visit.

2.2 HOW TO RESERVE BONUS USE

Reservations for Bonus Use shall be on a first-come, first-served basis. You may reserve Bonus Use at a nightly rate established by your Board of Directors.

Upon making any Bonus Time reservation the Tahoe Sands Resort requires a credit card to hold the reservation. This credit card will be charged in the event that the reservation is changed or cancelled per cancellation policy 2.7 and can be used for applicable Bonus Time charges.

2.3 BONUS USE CONFIRMATION

Bonus Use reservation requests are confirmed on a first-come, first served basis. Bonus Use reservations requests must be confirmed by the Reservations Department. No Bonus Use reservation requests will be honored unless they have been confirmed by the Reservations Department.

2.4 BONUS USE LIMITS

Bonus Use reservations will only be limited by space availability. Bonus Use reservations may be made as often as you like for any days of the week in any Season of the year. Rental of Bonus Time is not permitted.

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

Failure to comply with any Bonus Use Rule and Regulation may result in suspension of your Bonus Use Privileges.

2.5 EFFECTS OF BONUS USE ON OTHER ENTITLEMENT

Bonus Use does not affect any other entitlement you may have to occupy a unit. Bonus time is for qualified owners and members of their immediate family only. Immediate Family is defined as the generation above and below (Owners parents and children), not to include siblings.

2.6 BONUS USE REVENUE

The Association will deposit revenues generated from Bonus Use into its operating fund to help defray the costs of the Association.

2.7 CANCELLATION PENALTY

If you cancel/change your Bonus Use reservation, you will be charged a \$30.00 cancellation fee. In addition if you cancel your Bonus Use reservation less than 48 hours prior to check-in, or you do not check-in for your reservation by 4:00 p.m. or 24 hours thereafter, you will be charged the reserved unit Bonus Time rate for the first night reserved and the remainder of your reservation will be cancelled.

DAY USE

Owners may enjoy Tahoe Sands Resort on a daily basis subject to the provisions outlined herein. The facilities which may be used on this basis are the swimming pool, sauna, jacuzzi, private beach, barbecues and other grounds amenities.

3.1 DAY USE PROCEDURE

Limited Day Use of the Resort is available. Reservations can be made up to three (3) days ahead of desired use and will be available on a first-come, first-reserved basis. Front desk personnel will take Owners' name, number of guests in party and approximate time of arrival. Persons under the age of 18 must be accompanied by an adult Owner (at least 21 years of age) and unsupervised minor children will not be permitted to remain at the resort. Owner assessments must be paid in full in order to use the facilities.

3.2 DAY USE CAPACITY

A maximum of 20 persons may use Day Use at any one time with no more than six (6) persons in any one party. Owners must be present with guests at all times.

3.3 DAY USE CHECK-IN

Hours will be 9:00 AM to 6:00 PM. Guests must register at the front desk and are requested to check-out prior to departure.

3.4 RECREATIONAL VEHICLES

Recreational vehicle (RV) parking and boat trailer parking may be accommodated on the property. Parking for boat trailers must be arranged in advance with the resort and must be parked in set areas above the #500 units. RV parking is limited to two (2) RVs per day on property and a \$10.00 service fee will be assessed for each RV. Overnight parking of these vehicles is permitted in designated areas only with no hookups. As of January 1st, 2006, boat buoys must be reserved. Owners may reserve a buoy at the time of reservation or after their reservation has already made. All reservations are subject to availability.

OTHER GENERAL RULES

4.1 CHECK-IN/CHECK-OUT PROCEDURES

Check-in time is 4:00 PM. Check-out time is 10:00 AM. You need not vacate your assigned unit if you have confirmed reservations for consecutive use periods in the same unit. If at check-in time you are not current in the payment of your assessments and other charges, you will not be permitted to occupy your assigned unit until your assessments and other billed financial obligations are brought current.

Owners will be required to present a major credit card or cash deposit, as approved by your Board of Directors, upon check-in. To keep costs down, please turn off all lights, television sets, radios and other appliances upon check-out. In addition, please fold down all beds used during your stay, take your garbage to the dumpster, lock the door to your unit and leave your room key and all other items checked out to your party at the front desk.

4.2 OCCUPANCY RESTRICTIONS

Unit: You may be denied occupancy of your unit if at check-in time you are delinquent in any amounts owed to the Association or if your use rights have been suspended by your Board of Directors.

Limit: The maximum allowable occupancy for a one-bedroom unit is four (4) persons, for a two-bedroom unit is six (6) persons, for a deluxe-studio unit is four (4) persons, and for a efficiency studio unit is four (4) persons.

Please respect occupancy limits. All persons regardless of age count toward the occupancy limits. Parties larger than allowable maximum will be denied check-in. If alternate accommodations can't be arranged, you will be charged a violation fee of \$100.00 per night for each person over occupancy.

4.3 DAMAGES AND LOSSES

A unit inventory list is located in your unit for your review. When you or your guests check-out, any damage or loss not indicated on your inventory list will be billed directly to you. Appliances should be used in accordance with the manufacturer's instructions. The management is not responsible for loss of or damage to any Owner/Guest property while at the resort.

4.4 PROJECT PERSONNEL

Personnel for the Tahoe Sands Time Share Owners Association, including front desk, housekeeping and maintenance staffs, are employees of the Association 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 Resort Condominiums International (RCI) or Interval International (II) and you desire to exchange a use period, please consult your RCI or II directory and membership materials for trading rules governing reservation exchange requests. Your exchange reservation will not be confirmed if you are delinquent in payment of any amounts owed to the Association, or if your use rights have been suspended by your Board of Directors.

4.6 PERSONAL ITEMS/STORAGE

You are totally responsible for personal items brought onto the Property. Personal belongings shall not be stored on the premises other than in your unit with exception for those areas designated for such purposes. Neither the Resort General Manager nor the Association are responsible for any personal items left by you or your guests at check-out.

4.7 GUESTS (PERMITTED USERS):

You may permit another person to occupy your assigned unit during your use period without charge by the Association, provided you the owner, have made the reservation and the occupancy limits defined in 4.2 are not exceeded. Owners are required to make all reservations whether for their use time, bonus time, split time, or for guest usage. Renting of Bonus Time is strictly prohibited. Owners found to have done so are in violation of these rules and regulations and will lose Bonus Time privileges. You may invite others to share occupancy of your assigned unit during your use period(s), provided that the maximum allowable occupancy limit for the interval unit is not exceeded. The Resort General Manager will not allow a guest access to the assigned unit without permission from the Owner in whose name there is a confirmed reservation. This must be in the form a written permission slip. 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 your Board of Directors. The owner is ultimately responsible for any damages incurred by their guests.

4.8 AGE RESTRICTIONS

You may permit persons under 18 years of age to occupy your unit only if they are accompanied by a parent or adult guardian (at least 21 years of age). See 4.17 "Use of Spa" for additional age restrictions.

4.9 HOUSEKEEPING

The six-hour period between check-out time and check-in time is reserved exclusively for cleaning, inventory, repair and maintenance of units by housekeeping and maintenance staffs. Upon arrival you will find your unit fresh and clean.

Thereafter, housekeeping will provide the following services on a daily basis at no additional charge:

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

and one midweek service for those staying 6 or more nights to include:

1. one set of fresh bed linens; and
2. light cleaning, dusting and vacuuming.

Additional housekeeping services are available by contacting the front desk. A charge for additional housekeeping services will be made and must be paid at or prior to your departure. Owners leaving the unit(s) excessively dirty upon departure will be billed an additional \$25.00 per hour cleaning fee. Please be aware that if your "Do Not Disturb" sign is displayed, your unit will not be serviced that particular day. In addition, bed sheets will not be changed midweek if personal belongings have been left on the bed.

4.10 SMOKING/NON-SMOKING

The issue of smoking vs. Non-smoking is a contentious one and we have explored ways to resolve it in an equitable manner. All Owners/Guests have equal rights within the Association and we cannot disenfranchise one Owner/Guest for another. In light of that:

As a courtesy to other Owners/Guests we ask those who smoke to refrain from doing so in their unit. All units are non-smoking, as well as the pool/sauna areas. Please use private patios, decks or other open areas when you smoke. Please dispose of your litter in the proper manner. If an owner or guest smokes in their unit there will be an amelioration fee of \$100 to be added to their bill. Thank you for your cooperation.

4.11 PASSKEY

Owners are to be aware that for safety and security reasons the Resort General Manager is provided with a passkey to all units. At the Managers' reasonable discretion, the Manager, Association employees or agents, may enter any unit. In such instances, the Manager shall notify the occupant prior to such entry or as soon as is reasonably possible of the reason for such entry.

4.12 PARKING

Parking by Owners, their family, guests, and invitees will be limited to one (1) space per Timeshare Segment being used within the on-site parking area. Overflow parking may not be in front of your designated unit. All vehicles must be registered with the front office and must display the parking pass provided by the front desk. Management will periodically inspect vehicles for parking passes. All vehicles not displaying a parking pass will be subject to tow.

4.13 LAUNDRY FACILITIES

Washers and dryers are located in the two story Lanai building (second floor). They are available for your use and convenience at a minimal cost.

4.14 PETS

No animals or pets of any kind are allowed in any unit or upon any portion of the property. Failure to abide by the rule regarding the prohibition of pets on the property may result in suspension of the Owners Use rights and privileges, the payment of a \$100.00 violation fee, and eviction upon discovery. In addition, any Owner/Guest found with a pet in any unit will be charged a cleaning fee of \$125.00.

4.15 APPEARANCE OF PROJECT

No sunshade awnings or other similar devices may be used on any balcony or patio. Draping of any articles including towels, swim suits, etc. in the balcony areas or otherwise is not permitted.

4.16 SWIMMING POOL RULES

The pool and the surrounding areas are for the exclusive use of Owners and their guests between the limited hours of 8:30 AM and 9:00 PM. Children under the age of sixteen (16) will not be allowed in the pool areas unless accompanied by an adult (at least 21 years of age) responsible for such child.

Pool rules are posted within the pool area. Use of the pool is exclusively at the user's own risk. NO LIFEGUARD IS ON DUTY, nor will the Manager, employees, or agents supervise or watch over the pool in any manner. Any person violating any of the pool rules will be refused further use of the pool. Pool hours and rules are subject to change at the discretion of the Resort General Manager.

4.17 USE OF SPA

The spas are intended to be an adult amenity. Due to its potential hazard to health, only persons twelve (12) years of age or older, and four (4) feet or taller may use the spa. Any person between twelve (12) and eighteen (18) years of age must be accompanied by a parent or an adult guardian (at least 21 years of age) when using the spa. Spa hours are 8:30 AM to 9:00 PM.

4.18 BOARD OF HEALTH REQUIREMENTS

All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold or sores or wearing Band-Aids or bandages, shall be excluded from bathing in the pool, spa and sauna. Spitting, spouting of water, and blowing the nose in the swimming pool shall be prohibited. All patrons must wear a swimsuit.

4.19 SOLICITING

No commercial soliciting is permitted, whether within a Timeshare Unit or the common area, at any time by any Owner, guest, exchange user, or member of the general public except for authorized efforts to market timeshare intervals.

4.20 FRONT DESK

The front desk is open 9:00 AM to 9:00 PM seven (7) days a week during the summer and winter. During the off-season (spring and fall) hours will be 9:00AM to 6:00PM. Incoming phone calls are transferred through the front desk during these hours. After 9:00 PM callers may enter your room number to reach your unit. Special arrangements must be made with the front desk for check-ins after office hours.

4.21 TELEPHONE CALLS

Each unit is furnished with a private telephone. equipped with personal voice mail. Please refer to instructions located in your unit to access this feature. Owners and permitted users are responsible for all charges for telephone calls and are required to pay same prior to check-out. All unpaid telephone charges of your permitted user are the Owners' responsibility.

4.22 UNSETTLED CHARGES

It is the responsibility of the Owner/Guest to settle any charges with the Front Desk prior to check-out. If charges are not settled upon check-out any balance owed will be considered unsettled charges. The Association will charge a processing fee of \$5.00 for any unsettled charges required to be charged and/or billed to an Owner/Guest after check-out. Each Owner shall be responsible for prompt payment of any and all charges incurred by such Owner, his family, and guests during any use period. Non-payment of unsettled charges may result in the suspension of Owners' use privileges.

4.23 RESTRICTED ACTIVITIES

Dangerous or unlawful substances may not be stored, introduced or used within the project. 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 they do not disturb others. Children are prohibited from playing in parking areas, the lobby and any other non-recreational common areas.

No Owner/ Guest 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.

No soliciting of goods and services, or religious or political activities shall be permitted on the premises unless approved by the Board of Directors.

Surfboards, kayaks, inflatable rafts, canoes, bicycles and other large personal recreation items shall not be left or allowed to stand on any part of the premises, including inside of the units, other than any designated storage area set aside or assigned for such purpose. Skateboards, bicycles and related vehicles shall not be operated on walkways, sidewalks or in pool area.

Furniture, furnishings and equipment of the common elements have been provided for the safety, comfort and convenience of all Owners and guests and shall not be altered, extended, removed or transferred to other areas.

Each Owner/guest shall be held personally responsible for any damage or destruction to any common element caused by themselves, their children, their guests, or any occupants of their unit. No barbecue grills of any type may be used on balconies, porches, within units or on the common property except in areas specifically designated for such use. To prevent possible fire damage, please check with the front desk personnel prior to barbecuing on excessively windy days.

All noises from whatever source shall be controlled so same shall not disturb or annoy other Owners/guests. All Owners/guests shall maintain quiet between the hours of 10:00 PM and 8:00 AM daily. There is to be NO shooting of fireworks on the resort property as regulated by local ordinances. Furthermore all Owners/Guests must obey all local laws and ordinances.

4.24 ACTS OF GOD, ETC.

If your reserved unit is unavailable because of acts of God, war, or insurrection, or any other reason beyond your Association's control, your Association will attempt to arrange substitute accommodations at the resort. Your Association expressly disclaims any obligation or guarantee that substitute accommodations will be secured.

4.25 REMEDIES FOR FAILURE TO VACATE

Any Owner/guest who checks out after 10:00AM will be charged a fee of \$30.00. Any Owner/guest who checks out after 12:00PM will be charged a full rental rate for that day.

4.26 GENERAL

There is a \$20.00 charge for replacement of lost unit keys or change of door lock codes. There will be a charge for any damage resulting from misuse of resort fixtures, furnishings, etc. as determined by the Resort General Manager. Such charges are to be determined by the Board of Directors. Complaints and suggestions regarding the resort shall be made in writing to the Board of Directors or the Managing Agent. Each Owner/guest is required to register with the Resort General Manager, and supply their address, telephone number, owner number, vehicle information, and will be required to leave some form of deposit, i.e., credit card imprint, cash deposit, etc. with the front desk. Owner/ Guest shall also supply names of all expected unit occupants.

4.27 ENFORCEMENT OF THE GOVERNING DOCUMENTS

The Board of Directors and each Owner expect that all Owners and their permitted users will comply with the requirements set forth in each of the Governing Documents. To assist the Board and the Owners in assuring compliance with the provisions of these documents, the Board has delegated certain enforcement responsibilities to the Manager. While at Tahoe Sands, each Owner/Guest is expected to comply with the

directions and instructions of the Manager. If the Manager advises you that your conduct violates any of the Governing Instruments, you should cease immediately and refrain from committing the offending conduct. The failure by you or your permitted user to comply with the Manager's instructions or directions may result in the imposition of a Personal Charge of \$100.00 per violation, plus all incidental expenses incurred to bring you into compliance. Payment of the Personal Charge is due within 15 days following your receipt of a written statement from the Manager or the Board. If payment is not received, the Personal Charge becomes a Special Assessment and a lien may be recorded against your membership. You may contest an alleged violation of the Governing Documents and the imposition of a Personal Charge by notifying the Board of Directors in writing of your intention to appear at the next regularly scheduled meeting of the Board. If the Board, after your appearance, rules in your favor, the violation will be dismissed, the Personal Charge will be nullified and any amount paid by you to the Association with respect to the Personal Charge will be refunded to you within fifteen (15) days following the Board's decision.

4.28 EMERGENCIES

In case of an emergency, contact the front desk by dialing "0" from your unit or at (530) 546-2592. If the front desk is closed, please call (530) 546-1190 and an answering service employee will contact the appropriate "on call" personnel. When appropriate contact the police, paramedics, or fire department, at 9-911.

4.29

Any owner found to be disruptive, inappropriate and/or disrespectful to any Tahoe Sands Resort employee or other guest on the property will be asked to stop. If the problems continue and/or elevate the owner/guest will be asked to leave the property immediately and will be considered to have voluntarily forfeited their use time for the entire year. If the owner/guest does not immediately vacate their room(s) and leave the property they will be escorted off the property by local authorities and/or management and have their ownership rights suspended until the Board of Directors can make a review and decision as to the appropriate solution.

Addendum

On June 9th, 2001 a motion was passed by the Tahoe Sands Time Share Owners Association Board of Directors declaring all interior areas of Tahoe Sands Resort Non Smoking.