

BEACHCOMBER INN

VACATION MEMBERSHIP ASSOCIATION

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RULES AND REGULATIONS 2025

THE FOLLOWING ARE THE RULES AND REGULATIONS FOR THE USE OF YOUR
VACATION MEMBERSHIP/TIMESHARE ESTATE AT
THE BEACHCOMBER INN RESORT.

The Beachcomber Inn Vacation Membership Association (The Association) has the authority to amend the Rules and Regulations as it determines. All Members, and their family and guests, are bound to abide by the Rules and Regulations and agree to cooperate with the Association in securing compliance with these Rules and Regulations.

Your failure to abide by these Rules and Regulations may result in suspension of your rights and privileges as a member, including, without limitations, the denial of your right to use and occupy your dedicated accommodation.

SECTION I

CHECK-IN AND CHECK-OUT TIMES: SERVICE PERIOD

Check-in times commence at 4:00 PM local time on the Friday beginning and check-out time is 10:00 AM local time on the day ending your use week. The six-hour period from 10:00 AM (check-out time) and 4:00 PM (check-in time) between use weeks is reserved exclusively as a service period for cleaning, repair, and maintenance of the Dedicated Accommodations. A fee may be assessed for late check-out, in addition to any other fees set forth in Section II.

SECTION II

FAILURE TO VACATE

A. If you fail to vacate your Dedicated Accommodations at the end of your Use Week, at the end of the Bonus Time Vacation Term, or otherwise use or occupy the Dedicated Accommodations during a period other than your Use Week, or prevent another Member (or his/her Permitted User) from using or occupying a Dedicated Accommodation during other Member's Use Week, you shall be subject to all of the following:

1. Immediate removal, eviction, or ejection from the Dedicated Accommodation wrongfully occupied.
2. Be deemed to have designated Managing Agent's employee or agent to remove and hold your baggage and other personal property from the Dedicated Accommodation wrongfully occupied.
3. Be deemed to have waived any notice by the law with respect to any legal proceeding regarding your removal, eviction, or ejection (to the extent that such notice may be waived under California law).
4. Reimburse the owner or person otherwise entitled to use the Dedicated Accommodation for all costs and expenses incurred by him because of your conduct, including, but not limited to, costs of alternative accommodations, travel costs, court costs and reasonable attorney's fees incurred in connection with removing, evicting, or ejecting you from the Dedicated Accommodation; and
5. Pay the owner or person entitled to use the Dedicated Accommodation during such wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth in subparagraph (4) above, a sum equal to 200% of the fair rental value per day of the Dedicated Accommodation for each day or portion thereof, including the day of surrender. The Association shall be responsible for determining the "Fair Rental Value" for any Dedicated Accommodation at the Beachcomber Inn Resort and shall be based upon the cost of renting comparable accommodations located in the vicinity of the Beachcomber Inn Resort.

B. If by your intentional or negligent act, you render the Dedicated Accommodation uninhabitable for the subsequent Use Week(s), you shall be liable to the person(s) scheduled to use the subsequent Use Weeks just as if you had refused to vacate the Dedicated Accommodation at the end of your Use Week (see A, 1 thru 5 above). The act of negligence of your guest, any member of your family, or any other person who occupies the dedicated Accommodation with your permission (other than a public renter or exchange guest) shall be deemed to be your act.

SECTION III

BILLING PROCEDURE AND LATE CHARGES

A. Article 4.2(f) of the Declaration of Purposes, Powers, and Duties for the Beachcomber Inn Resort ("Declaration") requires that the Association "levy", collect and enforce Assessments against the Members in the manner provided in Article V and VI of the Declaration. Article 5.6 of the Declaration and the Membership Application and Agreement states that Annual Maintenance fees be paid in lump sum or in periodic installments payable not more frequently than monthly. Therefore, pursuant to the powers and authorities vested in the Association the following charges shall be levied against owners, to wit:

1. Owners shall be billed ninety (90) days prior to the first day of the month of their Use Week.
2. Annual Maintenance Fees are due and payable thirty (30) days prior to the first day of their Use Month. If payment is not received 30 days prior to the first day of the month of said Members Use Week, the Members shall be deemed delinquent and will be charged a late fee of \$40.00.

3. Annual Maintenance Fees not received upon arrival for their Use Week, the Members shall be deemed suspended. Reinstatement of the Members' Use Rights shall only occur after the Member becomes fully current, pays all interest, late charges, and \$100.00 reinstatement fee (said reinstatement fees shall only accrue after the expiration of the Use Week).

4. As used herein "Member" shall include deeded owners of timeshare interval(s). Additionally, nothing contained herein shall limit the rights of the Association to enforce all remedies allowed by the Declaration.

B. The Declaration provides that all use of the subject timeshare interval is suspended upon a Members' failure to pay maintenance assessments. Several attempts in writing will be made to delinquent Members in an effort to collect all fees due. After a timeframe set by the Association, delinquent Members will be sent to a collection agency to make further attempts to collect all fees due. After the delinquency extends to the next calendar year, the Association may, but shall not be required to, make available for Bonus Time the use week of the subject suspended timeshare interval. Any bonus time monies generated from the policy shall be allocated 50% to the Association representing the costs of administration and 50 % shall be applied to the delinquent Members' account.

Any reinstatements sought by a member shall not become effective until 30 days following the full payment of all outstanding balances including the maintenance assessments, reinstatement fees and interest. If the reinstated members unit has already been rented, then the association may choose alternate accommodation for the reinstated member. Nothing in these rules and regulations shall be deemed to create any restriction or limitations upon the Association's rights and remedies towards any member or against any timeshare interval for the collection of maintenance assessments or the enforcement thereof. As necessary, if any of the above-mentioned measures fail to obtain resolution, the Association will be required to begin Foreclosure proceedings upon delinquent Members Ownership. Further, this rule shall not deem to limit the Resort Manager from making reasonable payment arrangements with any delinquent member.

C. A multi-unit Member who has a delinquency on any one unit shall be suspended from any use of the facility, including use of any other use week, Bonus Time, Resort Time, and Day Use, until all accounts are current and pursuant to these Rules and Regulations.

D. Annual Maintenance Fees must be current and paid in full before requesting a trade of their use week with any Exchange Company. Resort Manager will not approve the deposit, (including upcoming years) until paid.

SECTION IV

CARE OF FURNISHINGS AND EQUIPMENT

Whether you or your guests use the Dedicated Accommodation, you as the member are responsible for any damage done to the Dedicated Accommodation and its furnishings other than normal wear and tear. Any un-reimbursed charges or damages or loss will be added to your bill at check-out time or will be billed directly to you. Nonpayment of such charges will cause for suspension of use privileges until such charge has been

paid. You should report any damage or deterioration to your Dedicated Accommodation or its furnishing to the Manager (as herein General Manager is the person employed by the Association in charge of physical onsite management of the Beachcomber Inn Resort). You and your guest shall be responsible for removing your personal property from your Dedicated Accommodation at the check-out time. Notwithstanding this paragraph, in the event you leave the kitchen with unwashed dishes, unclean stove and without disposal of trash, you may be subject to additional cleaning fees.

SECTION V

BUILDING MODIFICATIONS

No structural changes, reorganization or removal of furniture, wall hangings, floor covering, or redecorating of any type within the Dedicated Accommodation or other areas of the Beachcomber Inn Resort shall be permitted to be made by any member. The Association, its agents, and employees, are not responsible for any belongings left by you, your guests, or other occupant at the expiration of the Use Week.

SECTION VI

BONUS TIME USE

Bonus Time is an opportunity to stay at the Beachcomber Inn Resort outside of your use week. As a member of the Beachcomber Inn, you will pay a reduced rate per night, no taxes, and no additional fees. Invite your friends and family to come stay in a separate available unit, during the same dates as your stay and they get the same Bonus Time rate.

The alternative side to bonus time is that if you cannot use all or part of your week you have the option to offer your unit to someone else as Bonus Time. You can inform the Association of your intentions at the time you pay your maintenance fees. You may give your unit to Bonus Time any time prior to the check-in date. Please note that the earlier you assign your unit to Bonus Time, the more opportunity there is for another member to rent it. If your unit is rented, you will receive the balance of the nightly rental rate less the 30% commission fee.

Subject to availability, Members may occupy a unit at the Resort for additional periods (Bonus Time Use). Bonus Time Use may be requested by a member in good standing at any time, even if they have already planned to use their own particular week.

- A. To reserve Bonus Time Use you may:
1. Make a reservation online, when available.
 2. Telephone with your reservation request.
 3. Make a reservation request in person at the front desk.

ALL RESERVATIONS MUST BE MADE BY THE MEMBER. No reservations for Bonus Time Use may be made earlier than 26 weeks prior to the desired Use Week. Bonus Time Use Rights may not be assigned and/or rented to third parties or vacation rental agencies.

- B. The Bonus Time rate is available for members only. Identification may be required on check-in.
- C. There may be minimum night requirements for Bonus Time Use. Management will have some degree of discretion as to this requirement. A deposit equal to the first night stay is required when the reservation is made. If a Bonus Time reservation is cancelled less than 3 days before arrival (72 Hours), there will be a one-night cancellation fee. Full payment for Bonus Time Use by the reserving member is due no later than at the time of check-in. The Bonus Time Use rate is based upon a fee schedule approved by the Board of Directors, which may be modified by the Board without notice.
- D. Units given to Bonus Time may also be rented to the public.
- E. For this year the current Member Bonus Time rate is described below:

Bonus Time Rates

Bonus Time follows the same Seasonal Rate Calendar as our Public rentals.
Determined by High or Low Season and Minimum Night Stays.

The new Bonus Time Rates are as follows:

Bonus Time—1 Bedroom Condo	\$225.00 per night - High Season
	\$190.00 per night—Low Season
Bonus Time—Studio	\$185.00 per night—High Season
	\$170.00 per night –Low Season

Each Bonus Time reservation will be charged a one-time Cleaning Fee.

Studio Cleaning Fee	\$50.00
1 Bedroom Cleaning Fee	\$60.00

RESORT TIME

Resort Time is the use of the Penthouse and Hotel W units on property. The current rate in the Penthouse is 15% discount from the public rental rate per night. Hotel W is available for members at a nightly rate of \$125.00. These units can also be rented by the Association to the public. Resort Time is made available to the members prior to release for rent to the public. Contact the front office to learn more about this special member-only program.

SECTION VII

DAY USE

Subject to the provisions below, members may use the facilities at the Beachcomber Inn during periods other than Member’s use week or reserved Bonus Time Use. Said Members are hereinafter referred to in this paragraph as “Day Users”. Members may use the resort facilities with family and friends so long as said use is not related to any commercial program. Further, the Association’s Day Use program shall not be used by any member to promote any promotional or advertising program not connected with the Beachcomber. At least one adult member must accompany the non-members, for the entire period when Day Use is exercised. Day Users MUST REPORT TO THE OFFICE UPON ARRIVAL. Any violation of the Rules and Regulations, or other governing documents, by a Day User is grounds for immediate removal from the resort.

The number of Day Use guests shall not exceed the number of people entitled to occupy said member's unit. Additional day users may be allowed by Resort Manager upon application. The Resort Manager shall consider current demands upon the Resort in determining the number of Day Users allowed at the Resort at any one time.

SECTION VIII

CONTROL OF CHILDREN

Member shall be responsible for the conduct of their children and of their guests, ensuring that their behavior is neither offensive to any occupant or association employee of the Beachcomber Inn Resort nor damaging to any portion of Beachcomber Inn Resort facilities. Children will not be permitted to play in corridors, parking areas, lobby, or any other common areas designated by the Association.

SECTION IX

USE OF SWIMMING POOL AND OUTDOOR HOT TUB

The Pool and Outside Hot Tub will be opened in the spring as soon as the weather is conducive to widespread use by the general membership and will be closed when the weather becomes too inclement for general usage, as determined by the General Manager. The outdoor pool and Hot Tub will be closed during the fall/winter season as determined by the General Manager.

Pool and Outdoor Hot Tub hours and rules are posted at the pool area. Use of the Pool and/or Outdoor Hot Tub is solely at your own risk. No lifeguard will be on duty.

Children under the age of 14 must be accompanied by parents when using the Pool and all common areas at the Resort.

SECTION X

USE AND SUPPLIES

Members shall be responsible for any damage occurring because of excess use of the Dedicated Accommodation. Further, the Association's obligations to provide linen and towels is limited to the number of beds in any given Dedicated Accommodation. Linens, towels, and expendable supplies over this limit may be obtained upon request during the regular posted front office hours.

SECTION XI

GUESTS

You may permit your Dedicated Accommodation to be used or occupied by others during your Use Week without charge from the Association (subject to your giving the front desk prior notice) and may invite guests to share occupancy of your Dedicated Accommodation during your Use Week(s), provided the MAXIMUM OCCUPANCY is

observed. You shall be responsible for the conduct of your guests at the Beachcomber Inn Resort. The Managing Agent will not give access to any Dedicated Accommodation without permission from the Member entitled to occupy the same. Upon check-in, guests will be required to show proof of identification and sign a registration card. This section does not apply to the use of Bonus Time (See Bonus Time Section VI).

SECTION XII

HOUSEKEEPING SERVICE

Housekeeping service is provided to assure that your Dedicated Accommodation will be clean and in good condition upon your arrival. Additional cleaning services are also available to you for an additional charge, payable in advance. Linen exchange day is scheduled for Monday and provided to all Members during your Use Week. Should additional cleaning be required to render your unit suitable for the next occupant, by reason of your (or your guest's) use and occupancy of the Dedicated Accommodation, a reasonable fee will be charged. Currently the additional Dedicated Accommodation cleaning fees are: \$60.00 for 1 Bedroom Accommodation and \$50.00 per Studio Accommodation. These fees are subject to change by the Board of Directors.

SECTION XIII

INVENTORY OF INTERIOR FURNISHINGS AND EQUIPMENT

The Dedicated Accommodation is deemed to be clean and in good condition at the time of your check-in. Any items which are missing or damaged following your departure, or the departure of your guests, will be charged to you unless you report such missing items or damage immediately at the time of check-in. During your use and occupancy of your Dedicated Accommodation, please report any damage to, or the loss of any items or furnishing to the front office as soon as possible.

SECTION XIV

MASTER PASS KEY

The General Manager is provided with a pass key to all rooms. With reasonable discretion, the General Manager or Association employees may enter your Dedicated Accommodation and, in such case, shall notify the occupant, as soon as reasonably possible, of the reason for such entry.

SECTION XV

SAFETY AND HEALTH RULES

No dangerous or unlawful substances may be kept or used on the premises.

Obnoxious, unlawful, or offensive activities are prohibited, including without limitation, fireworks, loud or disturbing activities such as the use of musical instruments, music players, TV, or late-evening entertainment. Good judgment and thoughtfulness for

others should always be used when engaging in such activities. The common areas of the resort are open daily from 9:00 AM – 10:00 PM. Please be respectful of your fellow neighbors before and after these times.

Pets Are Not Allowed at The Beachcomber Inn

The Resort enforces a strict no pets policy. Service Animals specifically trained to aid a person with a disability are welcome. Members are asked to inform the front office prior to their arrival of any service animals that will be on the property in case any special accommodation needs to be arranged. Please be considerate of other Beachcomber Owners and follow the policy by leaving Pets at home.

The Beachcomber Inn Is a Smoke-Free Facility

NO SMOKING of any kind is allowed in any Dedicated Accommodation or Common Areas on property. If you are found to have violated this policy, you will be charged an extra cleaning fee. If you smoke outside, please be cognizant of your neighbors.

Lost And Found

The Association, its agents, and employees, are not responsible for any loss or damage to the personal belongings of any Member or guest. Items found, according to law are only kept for a short period of time, so contact the Front Office as soon as possible.

Occupancy

Maximum overnight occupancy of each dedicated Accommodation is determined by the size of the unit, and this MAXIMUM OCCUPANCY MUST BE OBSERVED.

SECTION XVI

STORAGE

Except in areas which may be designated for such a purpose by the General Manager, no Member may keep personal property on the premises outside of their Designated Accommodation.

SECTION XVII

EMPLOYEE RELATIONS

The association has employed personnel who are responsible for the maintenance of the Dedicated Accommodation and all duties necessary to make your stay at the Beachcomber Inn Resort pleasant and comfortable. All employees of the Association are under sole direction of the General Manager, and during work hours, shall not be diverted to the employment of any Member. Complaints regarding employees and requests by Members for assistance from employees should be made through the General Manager.

Any concerns or comments of Member(s) shall be in writing, signed and dated by the commenting Member(s) and be addressed to the General Manager with a copy to the President of the Association. Only concerns and comments made in writing shall be addressed.

SECTION XVIII

DESK HOURS

Excepting certain holidays and special events, the front desk will be open daily from 9:00 AM to 5:00 PM, subject to change. Closed during the noon hour. Members checking in after Front Desk hours should call ahead to obtain late arrival instructions.

SECTION XIX

USE OF RECREATION ROOM

The recreation room is open for the use and enjoyment of the Members and their permitted users during their use week(s), Bonus Time, Resort Time, and Day Use. Recreation Room is open daily from 9:00 AM to 10:00 PM.

The recreation room and other common areas may be used for workshops, and executive session of the Board of Directors with prior approval of the General Manager. The exclusion of the general membership may occur for limited periods of time.

USE OF THE INDOOR HOT TUB, WORKOUT ROOM, DRY SAUNA & ADA SHOWER

The indoor hot tub and accompanying facilities are open for the use by the Members and their permitted users during their use week(s), Bonus Time, Resort Time, and Day Use. All resort common areas are open daily from 9:00 AM to 10:00 PM.

Children under 14 must be accompanied by parents in all common areas.

SECTION XX

PARKING

- A. Each Dedicated Accommodation includes ONE (1) PARKING SPACE on the Beachcomber Inn Resort property. At check-in you will be issued a Parking Permit. To avoid having your vehicle towed at your expense, this parking permit must be placed in the window of the subject vehicle during the times it is parked in the Beachcomber Inn Resort parking lot.
- B. All other vehicles and other equipment (i.e., boats, boat trailers, motorcycles, motor homes and trailers etc.) belonging to a member, or his/her guest(s) must be parked at locations other than the parking lot of the Beachcomber Inn Resort. All vehicles and other equipment in which a Parking Permit is not displayed in the vehicle is deemed an “unauthorized vehicle” and may be fined. All unauthorized vehicles may be towed away at the member’s expense without notice. The Association, its employees, and Officers, shall not be responsible for attempting to locate the owner of the unauthorized vehicle prior to having it towed away. For this reason, it is always encouraging to display the issued Parking Permit in your vehicle at all times.
- C. THERE IS NO ASSIGNED PARKING. Every parking space is considered, first come first served. This includes the carport parking spaces.

SECTION XXI

CHANGE OF OWNERSHIP

In addition to your obligation to pay all Assessments in a timely manner for the purpose of occupying your Use Week, no admittance shall be granted to any new Member unless ninety (90) days prior to the beginning of his/her Use Week, or upon the date of transfer, said member provides the Managing Agent with a certified copy of the Grant Deed transferring ownership, or other legal document showing same. Any members transferring ownership must pay a \$400.00 title transfer fee. It is highly recommended that the Association be notified thirty (30) days prior to your intent to Change Ownership of your Use Week. Change of Membership is not allowed if the member is not current in all assessments and fees. Ownership change will not be completed until all fees and assessments are paid and the title change has been recorded at the county, until that time the current owner continues to be responsible for all assessments.

SECTION XXII

USE OF ACCESSIBLE LIFT

- A. The use of the Accessible Lift is only for Members and Guests who need assistance accessing the units on the lower levels (G-J and O-Q). Lift keys can be signed out at the front office. Max lift load is 500 pounds.
- B. Lifts are not warranted to carry Luggage or other items. Keys will only be assigned to those Members and Guests who require assistance.
- C. No member, permitted user, or guest(s) shall intentionally commit any damage to the lift; any violation of this subsection may subject the violating member to a penalty of \$250.00 plus actual cost of repair.
- D. No member or permitted users at the Resort shall allow any minor under the age of 16 to use the lifts at the resort without being accompanied by an adult.

SECTION XXIII

DEFINITION

Except as for those capitalized terms defined in these Rules and Regulations, all capitalized terms used herein shall have the same meaning as those terms defined in the Amended and Restated Declaration of Purposes, Powers, and Duties for the Beachcomber Inn Resort recorded on September 26, 1986, Document Number 045055, recorded in the Official Records of the County Recorder, County of El Dorado, book 366-399.

Further, nothing in these rules and regulations shall prevent the Board of Directors from taking further actions, as allowed by the Declaration against such violating member or permitted user.

THESE RULES AND REGULATIONS HAVE BEEN ADOPTED, AS AMENDED, BY THE BOARD OF DIRECTORS OF THE ASSOCIATION ON JANUARY 22ND, 2025, FOR THE 2025 CALENDAR YEAR AND THESE REGULATIONS SUPERSEDE IN ITS ENTIRETY ALL EARLIER RULES AND REGULATIONS ADOPTED BY THE BOARD OF DIRECTORS FOR THE BEACHCOMBER INN VACATION MEMBERSHIP ASSOCIATION.