

**BRANSON YACHT CLUB
TIMESHARE OWNERS ASSOCIATION
RULES & REGULATIONS
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**BRANSON YACHT CLUB
PROPERTY OWNERS ASSOCIATION
RULES AND REGULATIONS**

The following Rules and Regulations have been established by your Board of Directors per the By-Laws and Declaration of the Branson Yacht Club Owners Association and were adopted by your Board of Directors on May 19, 2009 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 Instruments. 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.

REGULAR USE RESERVATIONS

1.1 WHEN TO MAKE YOUR RESERVATION:

- Reservation of use periods may be made by Owners of the Branson Yacht Club Owners Association up to twelve (12) months in advance to the date of desired use, subject to availability on a first-come, first-serve basis.
- All maintenance fees for the associated week/s must be paid in full prior to scheduling.

1.2 HOW TO MAKE A RESERVATION:

- Reservation requests must be directed to the Managing Agent at Trading Places International's Owner Services Department, (866) 220-6734 ext. 100. Office hours are normally Monday through Friday 7:00 a.m. to 6:00 p.m. Pacific Time, and Saturday 8:00 a.m. to 4:30 p.m. Pacific Time.
- Reservation requests are not considered final until confirmed in writing by the Managing Agent.
- To place your reservation request by phone, make certain you are current in all of your financial obligations to the Association. Please be prepared to provide the following information:
 1. Your account name and address/contact information on the account.
 2. Travel dates and alternative dates.
 3. The number of people who will occupy the apartment, and if applicable, the name(s) of your guests using your reservation.
 4. Whether you will be exchanging the reservation with an exchange company such as or Trading Places International, or RCI.
- Reservations are confirmed on a space-available, first-come, first-served basis.

1.3 LIMITATIONS ON RESERVATIONS:

- For each timeshare interval owned, you are entitled to reserve a maximum of seven (7) consecutive nights in your season and unit type in each calendar year.
- The calendar year is comprised of the weeks commencing on Saturdays from week 1 through week 52.
- Week one (1) is the seven-day period commencing on the first Saturday of each year, week two (2) is the seven-day period commencing on the second Saturday of each year and so forth .
- Red season weeks are defined as weeks eleven (11) through fifty-two (52); White season weeks are defined as weeks one (1) through ten (10).
- The Association will not consider any reservation request that is:
 1. Made more than twelve (12) months in advance to the arrival date.
 2. Requested by an owner that is not current in their financial obligation to the Association, and prepaid for any future weeks being scheduled.
- You may be prevented from securing a confirmed reservation if a unit of the same type or season as yours is not available for use at the time sought because that time was previously reserved for regular use by another owner.
- 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.

1.4 SPLIT YOUR USE WEEK:

- You may “split” the use of your vacation week at the Branson Yacht Club.
- Reservations may be requested up to twelve (12) months in advance of the arrival date of desired use.
- Reservations can be split into one 3-night and one 4-night stay.
- Only one weekend (as defined by Friday and Saturday night) can be booked.
- Additional weekends can only be requested forty-five (45) days or less prior to the split use period intended.
- A cleaning fee will be collected at the time the reservation is confirmed by the Managing Agent for the second split reservation.
- Cleaning fee amount to be established by the Board of Directors.

1.5 UNIT TYPE/SEASON REQUESTED:

- You will be assigned a unit of the same type and season that you own, unless you request an upgrade or downgrade.
- Unit/Season upgrades or downgrades can be requested at forty-five (45) days or less in advance of the desired date of arrival, based on availability.
- Unit/Season upgrades will be subject to Association upgrade fees (a nightly upgrade rate established by the Board of Directors).

- There will be no discount in maintenance fees or other charges for a unit size or season of a lesser value than what you own.

1.6 CARRY-OVER:

- Unused use weeks will not be carried over or accrued to any subsequent year through the Association.
- You are able to deposit your week(s) with an exchange company for future use, subject to the exchange providers procedures and fees.

1.7 CANCELLATION:

- You may cancel your reserved use period up to thirty (30) days prior to check-in, but will be charged a cancellation fee.
- The Association will make every effort but cannot guarantee that you will be able to reserve another use period in your current calendar year.
- If you fail to cancel your reservation at least thirty (30) days prior to check-in time, you shall be considered to have used the entire use period for which the reservation was made.

1.8 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 fax.
- 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.

OTHER GENERAL RULES

The Timeshare Owner of a Timeshare Interest shall occupy and use the Assigned Unit as a single family private accommodation for himself and the members of his family, his social guests, lessees, licensees and invitees, in accordance with the following:

2.8 RULES OF USE:

- The walkways, entrances, halls, corridors, stairways, ramps and rights-of-way shall not be obstructed or used for any purpose other than ingress to and egress from the Common Elements and the Timeshare Units.
- No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the driveways or other Common Elements, except in areas specifically designated for such purposes.
- All garbage and refuse from the Timeshare Units shall be placed in plastic bags and deposited with care in trash rooms or trash chutes intended for such purpose only at such times and in such manner as the Timeshare Association will direct. All disposals shall be used in accordance with instructions given to the Timeshare Owner by the Timeshare Association.
- No Timeshare Owner shall request or cause any employee of the Timeshare Association to do any private business of such Timeshare Owner, except as shall have been approved in writing by the Timeshare Association.
- Timeshare Owners shall keep and maintain any storage closet, or area which may be assigned to them in a neat and sanitary condition at all times.
- The agents of the Timeshare Association and any contractor or workman authorized by the Timeshare Association may enter any Timeshare Unit at any reasonable hour of the day for any purpose permitted under the terms of the Supplemental Declaration or By-Laws of the Timeshare Association. Except in case of emergency, entry will be made by pre-arrangement with the respective Timeshare owner.
- No vehicle belonging to a Timeshare Owner, a member of the family of a Timeshare Owner, or a guest, tenant or employee of a Timeshare Owner shall be parked in such manner as to impede or prevent ready access to another Timeshare Unit's or another Unit's parking space. Timeshare Owners, their employees, servants, agents, visitors, licensees and family will obey all posted parking regulations. No self-powered vehicle, which cannot operate on its own power, shall remain on the Condominium for more than twenty-four (24) hours and no repair of vehicles shall be made on the Condominium.
- Except in an emergency, no Timeshare Owner shall cause or permit the blowing of a horn from any vehicle of which he or his guests or family shall be occupants which is upon or approaching any of the driveways or parking areas serving the Condominium.
- Timeshare Owners shall not be permitted to put their names on any entry of the Timeshare Units or mail receptacles appurtenant thereto except in the proper places and in the manner prescribed by the Timeshare Association for such purpose.

- Any damage to a building, Timeshare Unit or Common Elements caused by a Timeshare Owner, his family or his guests, licensees, invitees, and lessees shall be repaired at the expense of such Timeshare Owner.
- Timeshare Owners shall be held responsible for the actions of their children, other family members, guests, licensees, invitees, and lessees.
- Food and beverage may not be prepared or consumed on the Common Elements except in accordance with regulations which may be promulgated from time to time by the Timeshare Association.
- Complaints regarding the management of the Timeshare Units and Common Elements or regarding actions of other Timeshare Owners shall be made in writing to the Timeshare Association.
- Any consent or approval given by the Timeshare Association under these Rules and Regulations shall be revocable at any time.
- The recreational facilities located on the Common Elements are for the use of Timeshare Owners, their family members, guests, lessees, licensees, invitees, and others as provided for in the Supplemental Declaration and Master Deed.
- The use of the recreational facilities shall be at the risk of those involved and shall not in any event be at the risk of the Timeshare Association, Condominium Association or any manager appointed by the Timeshare Association or Condominium Association.
- No pet shall be allowed on or kept in any portion of the Condominium.
- Regulations governing the use of the recreational facilities within the Condominium, including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters, shall be adopted from time to time by the Condominium Association and posted in areas containing such recreational facilities.