RULES AND REGULATIONS

PACIFIC GROVE PLAZA
Vacation Plan Owners' Association

Adopted December 14, 2024

Herein are the Rules and Regulations relating to the ownership and use of Pacific Grove Plaza.

These Rules and Regulations have been established for the benefit of all owners and are subordinate to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") and, in the event there is a conflict between the Declaration and these Rules and Regulations, the Declaration shall control.

The Pacific Grove Plaza Owners' Association (the "Association") has the authority to amend the Rules and Regulations as circumstances may require. All owners are bound to abide by the Rules and Regulations and agree to cooperate with the Association in securing compliance with the Rules and Regulations by their families and guests.

Failure to abide by these Rules and Regulations may result in suspension of rights and privileges as a member of the Association including, but not limited to, the inability to place future reservations and the denial of access to accommodations, voting privileges, and the right to serve on Association committees.

MAXIMUM OCCUPANCY

The maximum occupancy for the one-bedroom units is four (4) persons (includes all children over the age of 1). Maximum occupancy for the two-bedroom units is six (6) persons (includes all children over the age of 1).

GUESTS

A.) Owners may invite guests to share occupancy of a unit during their use period(s), provided that the overnight maximum allowable occupancy limits are not exceeded. If guests are to use an owner's unit during regular use time, the owner must inform the Management prior to the first day of the use period. Upon check-in, guests will be required to show proof of identification, sign a registration card, and provide credit card information. The Manager will not give access to an owner's unit without the owner's prior permission.

B.) Persons under 18 years of age shall not be permitted to use and occupy the property unless accompanied by an owner or a permitted user over 18 years of age.

CHECK-IN AND CHECK-OUT TIME: SERVICE PERIOD

Check-in time commences at 4 p.m. local time on the first day and check-out time is 11:00 a.m. local time on the last day of the use period. The five-hour period from 11 a.m. (check-out time) to 4:00 p.m. (check-in time) between use weeks is reserved exclusively as a service period for cleaning, repair, and maintenance of the dedicated accommodations. Owners will not be allowed to remain in the unit after the established check-out time unless they reserve consecutive use weeks. If consecutive use weeks are reserved, the owner need not vacate the assigned unit.

FAILURE TO VACATE

If the owner or permitted user fails to vacate a unit at the end of the use period, such failure to vacate will result in extra charges and removal of possessions from the unit.

DESK HOURS

The front desk will open daily consistent with the following hours: 9 a.m. to 9 p.m. Fridays, 9 a.m. to 5:00 p.m. Saturdays and Sundays and 9 a.m. to 6 p.m. Mondays through Thursdays.

EMERGENCY ACCESS

Emergency telephone calls (including "locked-out" calls) will be received at all times. The emergency telephone calling procedure is posted at the Front Office door. In addition, the procedure is included in a recorded message when calling the PGP main telephone number after business hours. Individual rooms may also be called directly after business hours by using the room's extension number.

LATE CHECK-IN

When possible, owners should notify the resort in advance of a late arrival (after business hours) and access procedures will be provided. When that is not possible, signs posted at the Front Office door, provide contact information for an answering service which will provide access information.

HOUSEKEEPING

A.) Housekeeping services are provided at the commencement of the reserved use period without charge to assure that the owner's unit will be clean.

B.) A mid-week fresh towel and linen exchange will be available once (on Tuesday) during a full week's stay. A different day can be selected if previous arrangements are made with front office staff. For the exchange, owners should leave dirty laundry outside of the door in the provided laundry basket. Fresh towels and/or linens will be left in replacement. Additional towels and linens are available for a nominal fee.

C.) Additional housekeeping services may also be available for an additional charge. Owners may arrange for such additional housekeeping services by contacting the Front Desk staff in advance.

D.) In the event the owner or permitted user's occupancy of a unit causes additional housekeeping service to be required over and above that which would normally be needed to prepare such units for the next occupant, a charge shall also be levied.

E.) Charges for additional housekeeping services shall be payable upon departure. Non-payment of such charges will result in suspension of use privileges.

CARE OF INTERIOR FURNISHINGS AND EQUIPMENT

A.) When an owner or permitted user occupies an assigned unit, the owner is responsible for any damage to the unit and its furnishings during the use period.

B.) Owners should report any damage or deterioration to the unit or its furnishings to the management as soon as possible after checking in.

C.) Any unreimbursed charges for damage or loss will be added to the owner's bill at check-out time or will be billed directly. Non-payment of such a charge will be cause for suspension of use privileges until such charge has been paid.

D.) All owners and permitted users shall be responsible for removing all personal property from their assigned units at check-out time

BUILDING MODIFICATIONS

No structural changes, reorganization or removal of furniture, wall hangings, floor coverings, or redecorating of any type within the assigned units or other areas of the property are permitted to be made by any owner, permitted guest, or any other visitor.

INVENTORY OF INTERIOR FURNISHINGS AND EQUIPMENT

During the service period between each use period, a complete inventory of the furnishings and equipment allocated to each unit will be conducted. During use and occupancy of an assigned unit, owners should report any damage to or loss of any items on the furnishings and or equipment to the Front Desk staff as soon as possible.

SAFETY AND HEALTH RULES

A.) No animals or pets of any kind may be brought into the premises except service animals.

B.) No dangerous or unlawful substance may be kept or used on the premises.

C.) Obnoxious, unlawful, or offensive activities are prohibited.

D.) The Association reserves the right to establish specific rules governing potentially loud or disturbing activities such as use of musical instruments, radios, TV, or late evening entertaining. Good judgment and thoughtfulness for others should always be used when engaging in such activities.

E.) Neither the Manager nor the Association is responsible for any loss or damage to owners' personal belongings or to those of any individual member or guests (see INSURANCE).

F.) The Association has deemed the Resort a non-smoking facility, except for specifically designated areas. Any violations will result in a cleaning fee of $250. Repeated violations will be cause for actions as set forth in page 1 of this document.

G.) After 10:00 p.m. and before 8:00a.m. loud or obnoxious behavior will not be tolerated and can result in loss of privileges including loss of room use.

H.) Cooking using an exposed flame (e.g. charcoal or gas barbeques) is prohibited in all areas of the resort.

CONTROL OF CHILDREN

Members shall be responsible for the conduct of their children and children of their guests, ensuring that their behavior is neither offensive to any occupant of the Resort nor damaging to any portion of the Resort facilities. Children are not permitted to play in parking areas or any other common areas.

PASS KEY

The Management is provided with a pass key to all units. In case of emergency, the Manager or his/her designee may enter the units, and, in such cases, shall notify the owners of the reason for such entry as soon as reasonably possible.

PERSONAL CHARGES

Owners shall be responsible for the prompt payment of charges which may be incurred by the owner's family or guests at check-out time. Non-payment of such charges will result in suspension of use privileges.

EMPLOYEE RELATIONS

The Association has employed personnel who are responsible for the maintenance of the property. All employees are under the direction of the resort manager and should not be directed by guests. Complaints regarding employees should be directed to the resort manager. Resort staff is to be treated with courtesy. In the event staff is mistreated, a report will be made by them to the resort manager. The manager will file a complaint form with the Board for contact and potential follow-up as noted on Page 1.

CORRESPONDENCE

All correspondence with the Association, whether by mail, telephone, or email, should be directed to the Resort, Pacific Grove Plaza, P.O. Box 476, Pacific Grove, CA 93950, or email at pgpadmin@VRIAmericas.com or to the managing agent, Vacation Resorts International, 25550 Commercentre Drive, Suite #100, Lake Forest, CA 92630.

INSURANCE

The resort has insurance covering personal injuries in common areas. Owners should be aware that they are liable for any personal injuries to themselves, family, guests, or permitted users occurring within the confines of their reserved units. Injuries occurring in common areas must be reported to resort staff as soon as possible.

USE WEEK RESERVATIONS

Accounts must be current and subject to all the terms and conditions contained in these Rules and Regulations. Also, subject to all terms and conditions contained in the Declarations and these Rules and Regulations, owners have the right to reserve and occupy seven nights of the same Unit Type and Season purchased for each Vacation Plan owned, per Vacation Plan Year, in accordance with the following:

A.) Reservations may only be made by telephone, using Pacific Grove Plaza's dedicated Reservation line, eleven months- to- the- day prior to commencement of the use period sought to be reserved. If the eleven months- to- the- day falls on a Saturday or a Sunday, reservations can be made by calling on the **Monday** directly following the eleven months- to- the- day. Changes or cancellations may be handled by phone or email. Reservations made less than eleven months in advance can also be made at the front desk, depending upon room availability or a call to PGP's main phone number any time during the week.

B.) A reservation for a use period may be made at any time prior to 24 hours before the first day of the use period sought to be reserved, but not earlier than 11 months before commencement of the use period sought to be reserved.

C.) Split week use reservations must be made for the Use week in the Season owned and will be for a 3-day (Friday Check-in, Monday Check-out) period and a 4-day (Monday Check-in, Friday Check-out) period only. Reservations may be made at any time prior to 24 hours before the first day requested, but no earlier than 9 months.

D.) For each interval owned, owners may have only one reservation outstanding in their names, during any vacation plan year.

E.) Should an owner change that one reservation/year more than 2 times, a $25.00 Reservation Change Fee will be applied at the time of the 3rd Change.

F.) Reservation for regular use periods will be confirmed on a first-come, first-served basis provided that the period sought to be reserved is a full use week commencing no more than 11 months from the reservation date.

G.) Reservation requests must be confirmed by the Association before they are valid. Confirmation of reservation requests will be made by the Association in writing or by email.

H.) An owner may cancel a reservation for a use period, without penalty, by giving notice at least fourteen (14) days prior to check-in time on the first day of the use period so reserved. However, when cancelling, there can be no assurance that the owner will be able to secure another reservation during the use year. If a reservation is cancelled fewer than 14 days before the first day of the use period or if the owner fails to occupy the unit for the full period reserved, the owner shall be considered to have used the entire reserved use period.

I.) If any of the owner's seven (7) nights is not used in any vacation plan year, there shall be no accrual or carry-over of unused time.

J.) No reservation request will be confirmed by the Association if, at the time such request is submitted, the owner is delinquent in the payment of assessments or any portion thereof.

K.) If at check-in, an owner is not current in the payment of any assessments, or unpaid fees, the owner will not be permitted to occupy the reserved unit until the assessments are brought to current status.

L.) Biennial Owners are permitted regular use week privileges only during such owner's Anniversary Year, subject to above restrictions.

M.) Owners may rent their use week at Pacific Grove Plaza to others. Owners must notify resort management of such rental in writing (via mail, email or fax) and provide required information in advance of the date of occupancy. Should the owner decide not to rent their use week at Pacific Grove Plaza, they must also notify management in writing to remove the unit from the rental pool. Owners are responsible for all charges and/or damages incurred by their renters.

RESERVATIONS FOR UNITS COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT

Reservations for units compliant with the Americans with Disabilities Act (ADA) should be made consistent with the procedures set out in the Use Week Reservations section of these Rules and Regulations. One two-bedroom unit has been designated as an ADA unit and is equipped consistent with the provisions of the ADA and its implementation as set out in the Resort's ADA implementation plan and related timeline. Use of this unit can be requested when making reservations, subject to availability. One parking space, designated and marked as handicapped, has been set aside in the Resort's garage. Any use of the space requires a valid DMV issued permit and the display of a valid handicap placard or designated license plate. The space has room for a vehicular ramp for wheelchair use. If resort staff is informed of such a need at the time of reservation, a cone will be placed reserving the space. Otherwise, the space will be available for others with a valid DMV issued permit.

BONUS TIME

Ownership at the Resort gives owners opportunities for additional time, when available, at reduced rental rates. This additional time, called Bonus Time, is subject to availability and other terms and conditions set out in this document. Owners may request Bonus Time for themselves and immediate family (children over 21 years of age and parents) for rental of any unit, when available. All the terms and conditions contained in these Rules and Regulations apply. Use and occupancy of a unit during any season is permitted for time periods other than the basic use week, provided Bonus Time is reserved in accordance with the following procedures:

A.) If an owner reserves a unit for Bonus Time, the owner shall pay the current rate. Revenues generated by Bonus Time shall be deposited in the operating account of the Association.

B.) Owners may not make a reservation for Bonus Time more than 21 days prior to check-in time on the date which is the first date for which such reservation is sought.

C.) Reservations made for Bonus Time shall be honored on a first-come, first-served basis and may be made in person, by telephone, or by email.

D.) Owners can use and occupy one or more Assigned Units for their Vacation Plan Year.

E.) While it is permissible to reserve more than a minimum night stay, the maximum number of nights reserved at any given time may not exceed 4 consecutive nights. Owners may use Bonus Time as many times during the year they wish, subject to the above restrictions.

F.) Owners may cancel Bonus Time reservations up to 48 hours in advance of check-in time on the first day of the use period so reserved without penalty. In the event a Bonus Time reservation is cancelled 48 hours or less prior to check-in time on the first day of the use period or there is failure to use and occupy the Unit for the full period reserved, the owner shall be charged for Bonus Use for the date(s) cancelled or abandoned.

G.) Bonus Time is limited to use by owners and their immediate families (parents and children over 18 years of age). The Manager will not permit Bonus Time occupancy of an owner's unit by any person in the absence of the owner or the owner's immediate family member in whose name the reservation was made.

H.) Reservation requests and use of Bonus Time will not be considered if the owner is delinquent in the payment of any assessments levied by the Association.

I.) If at check-in the owner is not current in the payment of any assessments, the owner will not be permitted to occupy the unit until the assessments are brought to current status.

J.) Biennial Owners are permitted Bonus Time use only during such owner's anniversary year, subject to above restrictions.

PARKING

Garage parking is limited to one vehicle for a one-bedroom unit and two vehicles for a two-bedroom unit.