

THE VILLAS OF PALM SPRINGS OWNERS ASSOCIATION

RULES AND REGULATIONS

The following Rules and Regulations have been established by your Board of Directors per Article IV, 4.1.5 of the Covenants, Conditions and Restrictions (“Declaration”) of the Villas of Palm Springs Owners Association and were adopted by your Board of Directors **January 20, 2026** 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

WHEN TO MAKE YOUR RESERVATION

Fixed Time: These Owners have obtained the same vacation numbered week year after year forever. They may make reservations for the week and unit they own up to twelve months in advance, but must make reservations at least 48 hours in advance of their check-in time to be assure that their unit is available.

Floating Time: These Owners have obtained a vacation week for seven days of their choice, no less than two days at a time. Reservation of use periods may be made by Owners up to twelve months in advance of the desired use period, and shall be made no less than fourteen days prior to the beginning of the desired use period.

HOW TO MAKE A RESERVATION

You must make a reservation to use the unit. Written request should be addressed to The Villas of Palm Springs, Attn: Reservations, 1650 Calle Palo Fierro, Palm Springs, California 92262 and postmarked no more than ten (10) days prior to the date your desired reservation becomes available for booking. Telephone requests may be made by telephoning Reservations at 800-905-0211 between 9:00 a.m. to 4:00 p.m. PST Monday through Friday between 9:00 a.m. to 4:00 p.m. PST Saturday or telephoning the Resort at 760-320-2191 between 10:00 a.m. to 2:00 p.m. Requests will be considered on a first-come, first-serve basis, and will be confirmed on a space available basis. Reservations will be granted as follows:

- In person
- By telephone
- In writing or facsimile (760-320-4531)
- By email (reservations@villasps.com)

Any of the above requests are subject to confirmation by the Managing Agent.

All reservations 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.

SPLIT YOUR USE WEEK

You may “split the use of your vacation week into two or three use periods during that season, provided that no use period shall be for less than two days, nor more than seven days and does not include more than one weekend (Friday being check-in day) per use week owned. Split fees are \$100.00. Any subsequent reservations requested for the same calendar year may not exceed the difference between seven days and the number of nights previously used or deemed used in your calendar year. Split use periods are not available during (Prime Seasons).

There is a fee to split your week; however, you will not be charged this fee until you make your second split week reservation. The split week fee charge of \$100.00 has been approved by the Board of Directors and is subject to change. Example: Use of Friday, Saturday, Sunday, Monday. The remaining balance is to be used is Tuesday to Thursday.

CARRY-OVER

Any unused time prior to the year 2026 will be forfeited.

UPGRADE

You may upgrade your week based on availability for a designated fee. Upgrades may be made up to ninety days in advance of the desired use period. The upgrade fee charged has been approved by the Board of Directors and is subject to change.

CANCELLATION

You may cancel or change your reserved use period at no charge; however, 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 fourteen days prior to check-in-time, you shall be considered to have used the entire use period for which the reservation was made.

CONFIRMATION OF RESERVATION REQUESTS

Reservation requests must be confirmed before being valid. If neither of the two choices requested by an Owner can be confirmed due to unavailability, such requesting Owner shall be so notified, and will be

asked to contact Reservations concerning available use periods. Confirmations will be given to Owners by mail, telephone, facsimile 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 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 any unit type during one or more additional time periods as Bonus Use. Bonus Use may be available if time has not been otherwise reserved.

WHEN TO MAKE BONUS RESERVATIONS

Bonus Use reservation requests will be considered 2 months prior to Prime season time. Bonus time is to be used after your use time has been used.

Bonus Use reservation requests by Owners for their guests will be considered if received fourteen days or less in advance of the first night of the reserved visit.

HOW TO RESERVE BONUS USE

Reservations for Bonus Use shall be on a first-reserved, first-served basis. You may reserve Bonus Use at a nightly rate established by your Board of Directors. Nightly rates are subject to change by your Board of Directors.

BONUS USE CONFIRMATION

Bonus Use reservation requests are confirmed on a first-reserved, first-served basis. Bonus Use reservation requests will be confirmed by telephone, mail, facsimile, or email. No Bonus Use reservation request will be honored unless they have been confirmed.

BONUS USE LIMITS

Bonus Use reservations will only be limited by space availability. Subject to availability, Bonus Use reservations may be made as often as you like if your use time has been used. Prime season reservations for February and March can be made 2 months prior to February only for Bonus use. If you are a prime season owner and have use time left you may reserve your time anytime.

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.

EFFECTS OF BONUS USE ON OTHER ENTITLEMENT

Bonus Use does not affect any other entitlement you may have to occupy a unit.

BONUS USE REVENUE

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

CANCELLATION PENALTY

If you cancel/change your Bonus Use reservation less than forty-eight hours prior to check-in or if you do not check-in for your Bonus Use reservation, you will be charged the one-night reserved unit Bonus Use rate.

DAY USE

Owners may enjoy The Villas on a daily basis subject to the provisions outlined herein. The facilities which may be used on this basis are the Owner Lounge, swimming pools, spa, barbecues, and putting green.

DAY USE PROCEDURES

Limited Day Use of the resort is available on a pre-reserve basis ONLY. Reservations may be made at least 24 hours in advance on a first-call, first-served basis. Front Desk personnel will take Owner's names, 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.

DAY USE CAPACITY

A maximum of twenty persons may use Day Use at any one time with no more than six Persons in any one party.

DAY USE CHECK-IN

Hours will be 9:00 a.m. to 4:00 p.m. Saturday-Sunday 10:00 a.m. to 2:00 p.m.
Guests must register and check-out at the Front Desk.

OTHER GENERAL RULES

CHECK-IN/CHECK-OUT PROCEDURES

Check-in Time is 3:30 p.m. Check-out Time is 10:00 a.m. You need not vacate your assigned unit if you have confirmed reservations for consecutive use periods in the same unit type and have been assigned the same unit. The Declaration provides that if at check-in time you are not current in the payment of your assessments, you will not be permitted to occupy your assigned unit until your assessments are brought current. Owners will be required to present a major credit card as approved by your Board of Directors, upon check-in.

To keep costs down, please turn off all the lights, television sets, radios and other appliances. In addition, fold down all beds used during your stay, lock the door to your unit upon departure and leave your room key and all other items checked out to your party at the Front Desk upon check-out.

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.

Limit: The maximum allowable occupancy for studios, suites and imperial units is four persons.

DAMAGES AND LOSSES

An inventory list has been placed inside of your in-room guest directory for your review and approval. It should be completed and returned to the Front Desk as soon as possible after check-in. When you or your guests check-out, any damage or loss not indicated on your inventory list will be billed directly to you.

PROJECT PERSONNEL

Personnel of the Villas of Palm Springs Owners Association, including the front desk, housekeeping and maintenance staffs, are employees of the Management Company and are under the sole direction of the Resort General Manager. Please direct special requests for services and assistance through the Front Desk.

EXCHANGE

If you are a member of an exchange company and you desire to exchange a use period, please consult your exchange directory and membership materials for trading rules which govern reservation exchange requests.

PERSONAL ITEMS/STORAGE

You are totally responsible for personal items brought into the Project. Personal belongings shall not be stored on the premises other than in your unit. Neither the Resort Manager nor the Association is responsible for any personal items left by you or your guests at check-out.

GUESTS (PERMITTED USERS)

You may permit another person to occupy your assigned unit during your use period without charge by the Association. You may not permit another person to occupy your assigned unit during a use period reserved for day use unless you are present during such use period. 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 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 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 form and present a major credit card or cash deposit, as approved by your Board of Directors.

AGE RESTRICTIONS

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

HOUSEKEEPING

The five-hour period between check-out time and check-in time is reserved exclusively for clean, 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 on a daily basis at no additional charge: Mid-week cleaning upon request:

- Supply fresh bath linen exchanges upon request
- Towel exchanges towels upon request

Coffee and toiletries are available by contacting the Front Desk. If you need any cleaning supplies to clean your room call the front desk for supplies.

PASSKEY

Owners are to be aware that the Manager is provided with a passkey to all units. At the Manager's reasonable discretion, the Manager, or their employee or agents, may enter any unit. In such instances, the Manager shall notify the occupant prior to such entry, as soon as is reasonable possible, of the reason for such entry.

PARKING

Parking is permitted on either side of the project for one automobile per Owner, with no assigned spaces. All other automobiles, trucks, campers, etc. must be parked on city streets or elsewhere. No major repair to automobiles or motorcycles is permitted on the premises. No racing of motors, etc. is permitted. No vehicle belonging to an Owner or guest shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the buildings by another vehicle.

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.

LAUNDRY FACILITIES

Washers and dryers are located in the housekeeping office. They are available for you to use after the hours of 5:00 p.m. and 10:00 p.m. daily. The key for the housekeeping office may be obtained at the Front Desk.

PETS

The Villas of Palm Springs is a pet friendly resort. Owners may bring a dog or cat with \$150.00 refundable fee / per pet. Example: 2 pets = \$ 300 (Maximum 2 pets per unit; must be less than 50 pounds each. We do not allow pets in the pool or Jacuzzi. Please do not leave pets unattended in your unit or around the property. Pets should be on a leash while on the property. No charge for service animals.

APPEARANCE OF PROJECT

Draping of any articles including towels, swimsuits, etc., in the patio area or otherwise is not permitted.

SWIMMING POOL RULES

The pools and the surrounding areas are for the exclusive use of Owners and their guests between the limited hours of 8:00 a.m. and 10:00 p.m. Children under the age of (14) will not be allowed in the pool

areas unless accompanied by an adult responsible for such child. Parents or guardians are completely responsible for their children and shall not permit them to enter the pool areas regardless of ages, if they are not competent swimmers, unless a responsible adult accompanies them at all times.

Pool rules are posted within the pool area. Any person violating any of the pool rules will be refused further use of the pool.

Glass or other breakable containers shall not be brought into the pool area. All personal belongings such as towels, sunglasses, books, etc. shall be removed upon leaving the pool area.

Swimming is not allowed in other than proper swimming apparel. All persons using oils, lotions, etc. should protect the furniture and the deck area. No removal of the pool furniture is permitted.

Owners and their guests shall use the swimming pool at their own risk. No lifeguard is on duty.

Radios and other music players shall be tuned for individual listening and shall not be played at a volume which interferes with the enjoyment of others.

USE OF SPA

The spa is intended to be an adult amenity. Due to its potential hazard to health, only persons fourteen (14) years of age or older, and four (4) feet tall may use the spa. Any person between fourteen (14) 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 from 8:00 a.m. to 10:00 p.m.

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 use of the pool and spa. Spitting, spouting of water and blowing the nose in the swimming pool and spa is prohibited.

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 general public except for the Association's efforts to market timeshare intervals.

FRONT DESK

The project office will be open between 9:00 a.m. and 4:00 p.m. Monday thru Friday. Saturday-Sunday 10:00 am to 2:00 pm. If you wish to check-in later than hours of operation, you must make special arrangements to do so with the resort.

TELEPHONE CALLS

Each unit is furnished with a private telephone for local calls only.

RESTRICTED ACTIVITIES

Dangerous or unlawful substances may not be stored, introduced or used within the project. All unlawful, obnoxious or offensive activities are prohibited in any unit or other area of project. You are requested to control noise and your activities so that you do not disturb other occupants of the project. In addition, you are requested to monitor activity of your children, and your guests' children, so they do not disturb other's activities. Children are prohibited from playing in parking areas, the lobby and any other non-recreational common area.

No Owner 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.

Bicycles and related items shall not be left or allowed to stand on any part of the premises, other than within the confines of in a unit or any storage area set aside or assigned for such purposes.

Skateboards, bicycles and related vehicles shall not be operated on walkways or sidewalks.

Furniture, furnishings and equipment of the common elements have been provided for the safety, comfort and convenience of all Owners and guests and, therefore, 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.

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 p.m. and 8:00 a.m. daily.

There is to be NO shooting of fireworks of any type at any time in front or around the building or common area.

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 rearrange substitute accommodations at the resort. Your Association expressly disclaims any obligations or guarantee that

substitute accommodations will be secured.

REMEDIES FOR FAILURE TO VACATE RESERVED AND OCCUPIED UNITS

Please refer to Article II, Section 2.11 of the Covenants, Conditions, and Restrictions of The Villas of Palm Springs Owners Association.

VILLAS OF PALM SPRINGS PERSONNEL

Employees at The Villas of Palm Springs are under the sole direction of the Manager. You are requested not to ask these employees to perform personal services for you. If you have need of special assistance, please contact the Manager who will attempt to accommodate your particular need.

GENERAL

There will be a charge for any damage resulting from misuse of resort fixtures, furnishings, etc. as determined by the Board of Directors.

Complaints and suggestions regarding the resort shall be made in writing to the Board of Directors.

Each Owner/guest is requested to register with the Resort Manager, and to supply names of all expected unit occupants, their addresses and telephone numbers, Owner number and vehicle information, and will be required to leave some form of deposit, etc. with the Front Desk.

ENFORCEMENT OF THE GOVERNING INSTRUMENTS

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 instruments. 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 the Villas of Palm Springs, each Owner and other occupant 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 \$50 per violation, plus all incidental expenses incurred to bring you into compliance. Payment of the Personal Charge is due within fifteen (15) days following your receipt of a written statement from the Manager or the Board.

You may contest an alleged violation of the Governing Instruments and the imposition of a Personal Charge by notifying the Board of Directions 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 the respect to the Personal Charge will be refunded to you within fifteen (15) days following the Board's decision.

EMERGENCIES

In case of an emergency, contact the Front Desk at (760) 320-2191. If Front Desk personnel are unavailable at that time, dial **911** to contact the appropriate Police or Fire/Paramedic authority.

USE TIME

Our owners are able to book reservations no more than a single year in advance provided his/her account is in good standing. Your week of 'USE TIME' can be used during the season specified in your grant deed, beginning Friday and checking out the following Friday.

Prime Season is our busiest time and is considered to be November through April. If you own in Prime Season you have the advantage of being able to book in or out of your designated season and make your reservation anytime, year-round.

High Season is considered to be May-October. If you own in High Season, you can book in High or Summer Season.

Summer Season consists of June, July and August. If you own in Summer Season, you may only make a reservation on Use Time during these three designated months.

Each week of Use Time is valid for one year. If you do not use it during the year it is applied, please call the office to request the time to be rolled over. This is a complimentary service and your week will be good for one additional year based on our availability. If you neglect to use your week during the second year, it will expire on the last day of the year.

BONUS TIME

Occasionally, you may prefer to make a reservation that is not booked on Use Time. When this is the case, our owners are able to stay at the Villas on bonus time in any season with a 2-night minimum, paying a low, non-taxed nightly fee. Please note these bonus time reservations are not guaranteed and are based solely on our availability during the desired time of stay. Bonus time during Feb- March, 4 months prior to reserve.

Studio: \$90.00 (sleep 4)

1 bedroom: \$105.00 (sleep 4)

Imperial: \$112.00 (sleep 4)

SPLIT TIME

Owners have use time (7 days) that can be split up and used in increments with a 2-night minimum stay. There is no charge for a first time split. The remaining time can be used after the owner pays a split fee of \$100.00 for each additional time the 7 days are split.

UPGRADE

Upgrading to a larger unit type is an option we offer based solely on our availability.

Studio to Suite: \$25.00 per night

Studio to Imperial: \$40.00 per night

Suite to Imperial: \$30.00 per night

ON SITE AMENITIES:

- Laundry Facilities
- 2 heated pools & Jacuzzi
- Barbeques available at pool areas
- Free off street parking
- Wireless internet might or might not work depending usage of guests.
- Full Kitchen in each unit
- King Size bed in each unit
- Full size pull out sleeper in each unit
- Private patios with each unit.

EXCHANGE AFFILIATES

The Villas of Palm Springs is affiliated with 3 exchange companies, all providing different levels of service to their members. If you decide you'd like to trade your week at The Villas to try out a different vacation spot, please contact one of the following exchange companies to get started.

- RCI (Resort Condominiums International)
Weeks: 1.800.338.7777
Points: 1.800.968.7476
- Platinum Interchange
www.platinuminterchange.com

1.800.854.2324

- Dial an Exchange

7Across

1.800.468.1799

Thank you for your interest in The Villas of Palm Springs! Here you will find information relevant to your new or prospective ownership.

UNIT TYPES AND OWNER BILLING

The Villas of Palm Springs is comprised of 15 single story units. The three types of units are as follows:

Studio: A studio is a single room containing one king bed and one queen pull out sofa sleeper. Each studio has a single bathroom, two closets, and back patio. Three of our studios conveniently include an additional front patio sitting area. Each studio is also equipped with a full kitchen including a full-sized refrigerator, freezer, microwave, gas range and oven, blender, and coffee maker. Each kitchen is also stocked with place settings for 4 and plenty of cooking utensils for all your vacation meal prep needs. Maximum occupancy is (4) however we recommend (2) for a more comfortable fit.

Annual Dues for this unit type total \$650.00, Due January 1ST of every year.

1 Bedroom Suite: A (1) Bedroom Suite provides a more spacious area to relax in on your Palm Springs getaway. These suites include one king bed in a private bedroom and one pull out queen sofa sleeper in the living area. Each suite has a single bathroom, two closets, and back patio. One of our suites conveniently includes an additional front patio as well. Each suite is also equipped with a full kitchen including a full-sized refrigerator, freezer, microwave, gas range and oven, blender, and coffee maker. Each kitchen is also stocked with place settings for 4 and plenty of cooking utensils for all your vacation meal prep needs. Maximum occupancy is comfortably 4.

Annual Dues for this unit type total \$850.00, due January 1ST of every year.

1 Bedroom Imperial: A (1) Bedroom Imperial unit is the largest unit type available at The Villas. Imperial units include one king bed in a private bedroom with its own bathroom and a private entryway as well as one pull out queen sofa sleeper in a large living area. Our largest Imperial unit has a second pull out queen sofa sleeper, increasing maximum occupancy to 4. As ownership typically consists of a floating unit number, this unit must be specifically requested for a reservation. It will be given based on our availability during the desired time of stay. Each Imperial unit has 1 bedroom, 2 bathrooms, 2 spacious closets, as well as front and back patios. Maximum occupancy is 4. Each Imperial unit is also equipped with a full kitchen including a full-sized refrigerator, freezer, microwave, gas range, and oven, blender, and coffee maker, each kitchen is also stocked with place settings for 4 and plenty of cooking utensils for all your vacation meal prep needs.

Annual Dues for this unit type total \$950.00, due January 1ST of every year.