

# **-RULES AND REGULATIONS FOR THE USE OF YOUR EDGELAKE BEACH CLUB MEMBERSHIP PAGE 1**

The following are the Rules and Regulations for the use of your Edgelake Beach Club Membership. Edgelake Beach Club has the authority to amend the rules and Regulations circumstances may require. All members are bound to abide by the Rules and Regulations and agree to cooperate with Edgelake Beach Club in securing compliance with the Rules and Regulations by their family and guests.

Your failure to abide by these Rules and Regulations may result in the suspension of your rights and privileges as a Member of the Edgelake Beach Club, including without limitation, non-acceptance of future reservation requests. By making sure that you treat the Edgelake Beach Club facilities, staff, and other members as you wish you, your family, and your guests to be treated, your vacation at Edgelake Beach Club will always be something to which you look forward to.

**RESERVATIONS** for each Membership you own, you may request a reservation for occupancy for a maximum of seven (7) consecutive nights of accommodation of the Unit Type(s) designated in your Membership Agreement. **Room assignments are not guaranteed.** A reservation request shall be submitted by telephone or in writing on a form supplied by Edgelake Beach Club. Phone reservations can be requested 365 days prior to the first day of the Use Period being requested. Beginning 2019 reservation call-in times for a year in advance bookings are as follows:

- Studio – Saturday 9am 530.546.5974
- One Bedroom – Friday and Saturday 9am 530.546.5974
- Two Bedroom –Friday, Saturday, and Sunday 10am 530.546.5974
- Three Bedroom – Saturday 8:30am 530.546.5112
- Sweetbriar – Saturday 8:30am 530.546.5112

Written reservations can be requested no sooner than 365 days before the second day of the use period being requested and should be sent by mail to Edgelake Beach Club at the following address:

Edgelake Beach Club Reservation Department  
P.O. Box 318  
Tahoe Vista, Ca 96148  
(530) 546-5974

Reservations may also be made in person, but no sooner than 365 days before the **second** day of the Use Period being requested. When making a reservation request, please indicate your first, second, and third choice of Use Period(s) being desired. For each choice, indicate the arrival date requested and departure date requested. Remember you must begin your Use Period(s) on a Friday, Saturday, or Sunday. Indicate the number of adults and the number of children who will be occupying the assigned Unit during your reserved Use Period. (See maximum occupancy allowable under “Maximum Occupancy”). Be sure to write down the dates of your request for your own records. If you are current in the payment of all dues, fees, installment note and charges, you may reserve your Annual Use Period. **Your reservation request must be confirmed by the Reservation Department in writing before it is valid.** If none of the three choices you have requested can be confirmed, you will be notified of this and will be asked to call or write for information on other available dates. Reservation requests will be considered on a first come, first served basis.

No Member shall be entitled to reserve more than seven (7) nights of occupancy in each Use Year for each Membership owned; however, less time may be reserved. A timeshare owner may split his seven-day Use Period into two or three split week Use Periods subject to the following conditions:

- (1) No combination of split week Use Periods used shall exceed seven nights total in one use year;

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- (2) No split week Use Period should be for less than two nights.
- (3) A timeshare owner may not have more than one reservation for a split week use period outstanding at one time.
- (4) A timeshare owner may reserve and use only one Friday and one Saturday in the combination of split week use periods used within any use year.
- (5) There will be an additional fee for each split week used beyond the first split week use period. This fee shall be set by the Association and will cover the cost of the additional services and supplies required to the additional usage and cleaning of the unit.

Members that own more than one use week may only reserve a maximum of two units in the same use week. A maximum of two reservations may be made per telephone reservation call. **Members owning 2 or more use weeks may only reserve a maximum of 2 units in the same use week. A maximum of 2 reservations may be made per telephone reservation call. Two reservations may only be made for the same owner. An owner may not reserve a week for another owner.** These guidelines also apply for written reservations.

Memberships with two owners and two separate addresses are still treated as one membership. One address must be provided for all correspondence including email addresses.

If you intend for a guest to use your reserved Use Period, you must inform the Reservation Department; no less than 30 days prior to the first day of the Use Period reserved. Please indicate the name(s), address (es), and telephone number(s) of your guest(s). At check in, your guest(s) will be required to furnish proof of identification before being authorized to occupy your assigned Unit. Owners who have personally rented out or given their use week to anyone other than immediate family (parents or children) will be charged a \$59.00 fee.

Whether you or your guests or tenants use your assigned accommodation, you as the Member, are responsible for any damage to the accommodation and its furnishings and common areas, also of any loss or disappearance of any furnishings. You should report any damage or deterioration to your assigned accommodation or its furnishings to the Manager. In the event of damage or loss you will be billed directly. These charges must be paid within thirty (30) days of the statement date to avoid possible restriction of future use of the accommodation. You and your guest shall be responsible for removing your personal property from your assigned accommodation at the check-out time. If you are a Member of Resort Condominiums International (RCI) and /or Interval International Exchange (IIE) you intend to exchange your Use Period through RCI/IIE please consult your RCI/IIE Directory and membership materials for the trading rules, which govern exchange requests.

Cancellation of your confirmed reservation may be made up to 30 days prior to arrival without deducting from your time. However, Edgelake Beach Club cannot guarantee that a canceling Member will be able to re-schedule another Use Period within that Use Year. If a confirmed reservation is canceled less than 30 days prior to check-in time on the first day reserved, you shall be deemed to have used the entire Use Period reserved. If you are unable to meet your scheduled check-in time, please call the Reservation Department and inform them of your estimated arrival time. Without notification of a delayed check-in, the reservation Department will not hold a reservation for more than 48 hours after the first day reserved.

If you arrive at the resort without your written confirmation and your reservation cannot be found in the Edgelake records, check-in will **not** be available.

In the event the Edgelake Beach Club determines that the reservation procedures provided in these Rules and Regulations, are unmanageable or unfair to Members, Edgelake Beach Club may, by amendment to the Rules and Regulations, revise the reservation procedure from time to time so as to cause such system to

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contain such other conditions, restrictions and limitations as Edgelake Beach Club shall deem necessary under the circumstances to assure a manageable and fair system for use by members.

A Member with the right to use a three bedroom unit may choose instead to reserve a two bedroom unit if a two bedroom unit is available for the Use Period requested. In the event that such a reservation by such a Member, then a week in the three bedroom unit will be made available for reservation by any Member with the right to reserve a two bedroom unit. The Managing Agent will keep an account of all such three-bedroom weeks, which become available for reservation by two bedroom owners. Only after a Member with the right to use a three-bedroom week has elected to use a two-bedroom week shall a three-bedroom week become available for reservation by a Member owning the right to reserve a two-bedroom week. Such available three bedroom weeks shall be available on a first come, first reserved basis.

**IMPORTANT: ONCE A DOWNGRADE HAS BEEN MADE FROM A 3 BEDROOM TO A 2 BEDROOM, NO OTHER 2 BEDROOM DOWNGRADES WILL BECOME AVAILABLE UNTIL A 2 BEDROOM HAS UPGRADED TO A 3 BEDROOM. PLEASE CONTACT RESORT MANAGER FOR ADDITIONAL INFORMATION.**

**BONUS TIME** is extra time that becomes available if a Homeowner cancels their scheduled time, checks out early, or fails to arrive for their scheduled reservation. Bonus Time can be booked up to 21 days in advance. **Room assignments are not guaranteed.** At the time of booking a credit card is required. A \$30.00 cancellation fee will be applied if bonus time is cancelled at any time before the reservation begins. If cancelled 48 hours or under the full rate for the first night will be charged. Our current rates are: one bedroom \$110.00, two bedroom \$120.00, three bedroom \$150.00, Sweetbriar \$180.00, all rate increase by \$20.00 for Friday and Saturday nights. Bonus Time is for the exclusive use of owners only, their children, and/or their parents. The front desk will be checking identification upon arrival. Edgelake has the right to refuse Bonus Time to any Homeowner, guest or family member.

**DAY USE** is a privilege available to Homeowners. Homeowners may use the resort facilities without using bonus time or your use week. All Day Use must check-in at the Homeowners Office. Large groups must make a reservation no sooner than 21 days in advance. A large group is considered 5-10 people (all ages). No more than 10 people will be allowed for a large group. Only one large group per day. The actual owner must be with the large group. Small group day use is extended to immediate family (meaning children or parents of homeowners ONLY). The resort will only allow a total of 20 per day use people per day including the large group. Day use is on a first come first serve basis. All Day Use parking is across the street or along the fence in the alley. Day Use guests must bring their own towels and chairs. Edgelake has the right to refuse Bonus Time to any Homeowner, guest, or family member. Use of the Resort is first for the owners who are here for their use week.

**MINIMUM CHECK-IN AGE** is 21 years old.

**MEMBERSHIP TRANSFERS:** Members may transfer their membership according to page 4, section 15, of membership agreement. Memberships may only be transferred into a single family. Multiple family or company name transfers are prohibited. The transfer paperwork can be obtained from the Homeowners Office. Members are required to provide all the information on the transfer form. The transfer is not complete without the signature and sole approval of the Homeowners Association. For individual ownership a \$200.00 transfer fee is charged. For any owner that owns ten or more memberships, the Board of Directors may withhold a written request for the transfer if the transfer is deemed to have a negative effect on the general members of the association.

**MEMBERSHIP FORECLOSURES** Foreclosed upon weeks for lack of maintenance due payment maybe re-instated for a charge of \$1000.00 only if the membership has not been resold.

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**ANNUAL MAINTENANCE DUES:** Annual maintenance dues are due January 1<sup>st</sup> and late as of February 1<sup>st</sup>. A 1% per month interest fee is applied to all late payments, as well as a late fee: February \$75.00 March: \$100.00 April: \$150.00, May: \$200.00. Every month after may will be charged \$200.00 late fee. After Foreclosure there is a one-time reinstatement fee. All credit card convenience fees will be charged a \$40 processing fee. Reservations between January 1 – February 20 requires dues to be paid at least 15 days prior to use week. Reservations may be cancelled at any time for delinquent maintenance dues.

**CHECK-IN AND CHECK-OUT TIMES:** Check-in time is 4:00 P.M. local time on the day beginning your reserved Use Period and check-out time is 10:00 A.M. local time on the day ending your reserved Use Period. You will not be allowed to remain in your assigned accommodation after the established check-out time unless you have confirmed reservations for consecutive Use Periods.

To help keep costs down and to assist the housekeeping staff, make sure your assigned accommodation is ready to vacate by:

- (a) Turning off all lights, appliances, T.V.'s, radios, etc.
- (b) Remove trash from your Unit and clean all dishes you have used.
- (c) Make sure you have packed all your belongings. If, by chance, you leave any items behind, check with the Lost and Found at the front desk.
- (d) Locking the door behind you.
- (e) Checking out at the front desk by 10:00A.M. You must pay your personal use charges prior to checking out.

**PARKING:** Parking at the Club is limited. You will receive a parking pass upon check in. Please place the parking pass in a visible area of your vehicle. There will be no exceptions, any violation will be towed. Additional day use parking and oversized vehicles, boat trailer parking is available at Rustic Cottages located at 7449 N. Lake Blvd. You may register in their main office and a fee is applied by Rustic Cottages. You may call them to make arrangements at 530.546.5323. Oversized vehicles are determined by the BOD. If you are uncertain if you have an oversized vehicle, please contact the office.

**FAILURE TO VACATE:** If you fail to vacate your assigned accommodation at the end of your Use Period, or otherwise use or occupy the accommodation during a period other than your Use Period; or prevent another Member from using or occupying an accommodation during such other Member's reserved Use Period, you will be assessed a charge for equivalent accommodations per day. Said charge will be assessed, due and payable immediately. Edgelake Beach Club shall be responsible for determining the "Fair Rental Value" of the accommodation. "Fair Rental Value" for any accommodation at your Club shall be based upon the cost of renting your intentional or negligent act; you render the accommodation uninhabitable for the successive reserved Use Period(s) just as if you had refused to vacate the accommodation at the end of your reserved Use Period. Theft or negligence by your guest, any member of your family, or any other person who occupies the accommodation with your permission (other than an Exchange User) shall be deemed to be your act.

**BUILDING MODIFICATIONS** No structural changes, reorganization or removal of furniture, wall hangings, or floor coverings, or redecorating of any type within the assigned accommodation or other areas of the Club shall be permitted to be made by any Member.

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**APPLIANCES** A copy of the manufacturer's instructions for using appliances will be found in the office. Appliances must be used according to these instructions. Installation of electric consumption appliances other than those provided is not permitted.

**HOUSEKEEPING SERVICE** The period between 10:00am (check-out time) and 4:00pm (check-in time) on each Friday, Saturday or Sunday of the year is reserved exclusively as a service period. During the service period the accommodation will be cleaned, an inventory will be made, and any necessary repairs or maintenance will be performed by the housekeeping or maintenance staff. This service is part of the maintenance responsibility of Edgelake Beach Club. The costs of which are covered by your annual Maintenance Fee. Members are responsible for all other housekeeping, which they require during their Use Period. Additional housekeeping service is available for a minimum charge of \$75.00 per cleaning. Mid-week clean of fresh linen and towels are available on Tuesday, Wednesday, or Thursday based upon your arrival date.

**FACILITY USE** All units are non-smoking. The Edgelake Property is a Drug Free and Smoke Free Facility. Any illegal activities are subject to prosecution under State and Federal laws. **The gated Pool and Spa area is Non-Smoking.** This includes vaping, cannabis, cigars, cigarettes and any device that creates smoke.

**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 accommodation will be conducted. by TEBC staff. At check-in upon request, you will be given an inventory list for approval. Missing or damaged items at check-out will be charged to you. In the event any items become damaged, unusable, or missing from your assigned accommodation, please report such an occurrence immediately to the front desk so that replacement can be made.

**PASS KEY** The Manager is provided with a pass key to all rooms. At the Manager's reasonable discretion, the Manager or his employees may enter an accommodation and, in such case, shall notify the occupant, as soon as reasonably possible, of the reason for such entry.

**SAFETY AND HEALTH RULES** No dangerous or unlawful substances may be kept or used on the premises. For the safety of Edgelake staff and guests, proper disposal of home generated medical waste is required but not limited to syringes, needles, and other materials. Homeowners and or guests will incur any bills (medical, clean up, etc.) from any medical supplies not disposed of properly. No open fires may be made anywhere on the property including the beach areas. Obnoxious, unlawful, or offensive activities are prohibited. Edgelake Beach Club reserves the right to establish specific rules governing such potentially loud or disturbing activities as use of musical instruments, cd players, radios, TV, or late evening entertaining, if it determines that there is a need to do so in the best interests of all the Members. Good judgment and thoughtfulness for others should always be used when engaging in such activities. All accidents on property must be reported within 24 hours.

**STORAGE** Except in areas which may be designated for such purpose by the Management; no Member may keep personal property on the premises other than within his assigned accommodation. No Club Member or guest shall leave or store personal belongings in his assigned accommodation at times other than during his reserved Use Period without prior approval of Edgelake Beach Club. Bikes, rafts, and Beach furniture, coolers shall not be stored in the units, on walkways, or on the porches at any time. Edgelake Beach Club shall not be responsible for any belongings left by you, your guest, or other occupants at time of expiration of the Use Period.

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**CONTROL OF GUESTS:** Members shall be responsible for the conduct of their children, children of their guests, and all guests ensuring that their behavior is neither offensive to any occupant of the Club nor damaging to any portion of the Club. The following will not be permitted: play or Lottering will be allowed on decks, parking area, or the lobby. Please make sure that children are always supervised by an adult over the age of 18.

**USE OF THE SWIMMING POOL & SPA** Pool and spa hours are posted in the pool and spa area. Use of both is solely at your own risk. No lifeguard will be on duty. Children fourteen (14) years of age and under shall not be permitted in the pool and spa area unless accompanied by an adult of 18 years or older. Pool hours and rules are subject to change at the discretion of the Manager. Any person violating any of the pool and spa rules will be refused use of both. Limited pool hours are between the hours of 9:00A.M. and 10:00P.M. Appropriate swimwear shall be worn while using the pool or spa. The spa is not for play and should be used according to its intended purpose. **No glass** in the pool and spa at any time, this includes anything breakable.

**MAXIMUM OCCUPANCY** The maximum overnight occupancy of the various Unit Types is as follows: Studios may be occupied by a maximum of two persons; One-bedroom suites may be occupied by a maximum of four persons; Two-bedroom suites may be occupied by a maximum of six persons; and a three-bedroom suite may be occupied by a maximum of eight persons. You will not be allowed to check-in if the number of people accompanying you exceeds the maximum occupancy of your unit.

**PETS No pets** of any kind may be kept in units, in the common areas, or in vehicles which are parked on the premises. This includes the Beach and Pier. There is a minimum fine of \$500.00. Upon HOA discretion an additional \$500.00 fee per day may apply to individuals who claim to have a service dog that is a pet or emotional support animal. The resort only accepts **certified service Dogs**. We do not accept emotional support (therapy) dogs. We are adhering to the current Disability Rights of California publication #5483.01.

**GUEST TENANTS** Members may lend or rent their reserved Use Period to immediate family (parents and/or children) without charge. Anyone other than immediate family will be charged a \$59.00 fee. (Subject to giving the reservation department 30-day notice in advance of the first day of your Use Periods) You may invite guests to share occupancy of your assigned accommodation during your Use Period(s), provided that maximum overnight occupancy limits are not exceeded. You shall be responsible for the conduct of your guests or tenants, and all financial obligations incurred by your guests or tenants at the Club. The Manager will not give access to any assigned accommodation without written permission from the Member in whose name there is a confirmed reserved reservation.

**EMPLOYEES RELATIONS** Edgelake Beach Club has employed personnel who are responsible for your reservations, maintenance of the accommodation and all duties necessary to make your stay at the Club pleasant and comfortable. All employees at the Club are under the sole direction of the Manager, and during working 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 Manager or designated assistant.

**PERSONAL CHARGES** The Member shall be responsible for payment of all charges incurred by you, your family, guests, or tenants during your Use Period. Management will require a credit card at check-in for incidentals or charges incurred.

**TELEPHONE:** No charges may be charged to the unit phones. There is a charge for **ANY** outgoing phone calls. If calls are charged to your unit during your Use Period, you will be billed the cost of the calls with a \$10.00 service charge, if the calls are not paid upon check-out.

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**UPGRADE** Subject to availability, owners who wish to reserve larger accommodations than those covered by their membership may do so in consideration of any upgrading charge of Twenty-five Dollars (\$25.00) per each use night or at the then current rate as set by the Board of Directors of the Association. The upgrading charge is payable each time more expensive accommodation is reserved. Members may upgrade 30 days or less from the first day of reservation.

**BUOYS** Reservations must be made for buoy rental in advance, or you can inquire about availability during your stay and for seasonal rentals. We highly recommend that you make reservations. Edgelake Homeowners may rent a buoy daily, weekly, or seasonal upon availability with a reservation. The charge for the buoy fee is subject to change. 30% cancellation fee applies. If you have not signed an agreement and given Edgelake a deposit your reservation is not held. **Owners/ Guests are not permitted to place their own buoys in swim field (from beach to end of pier). ONLY TRPA approved buoy field and swim area are allowed.**

**SPECIAL RENTAL PROGRAM** Edgelake Beach Club may rent your reserved Use Period for you the Member, at your request. This is not a guaranteed rental. If rented, the Club collects 30% of the rental fee.

**DESK HOURS** The front desk will be open daily from 8:00a.m. to 6:00p.m. The phone lines do not open till 9:00a.m. The resident manager or designated assistant will be available 24-hour basis for emergencies.

**LAUNDRY** There is a central coin operated washing facility available. Do not wash Club owned linen and towels. There is a charge for damaged linen and towels.

**CONDUCT/HARASSMENT** All owners and guests occupying any unit or using any facility must comply with these rules and comply with any request or direction of the Management of the Resort whether in person or by phone.

A person is considered disorderly if he/she creates a hazardous or physically offensive condition, by an act which serves no legitimate purpose; intends to cause public inconvenience, annoyance or alarm; recklessly creates a risk by engaging in fighting, violent, tumultuous, or threatening behavior; makes unreasonable noises and/or engages in abusive or obscene language/gestures which can be heard/seen on the property.

Any Owner or guest that does become confrontational and does not comply with conduct/harassment rules will forfeit their privilege to communicate with the Homeowners Office. All correspondence will be with Edgelake Management including but not limited to reservations, request, etc.

**EMERGENCIES** Contact the front desk or resident Manager if any emergency occurs. After the front desk closes, please call the reservation number to obtain the afterhours emergency number, and then contact the appropriate agency. The local emergency number is **911**.

Revised 06/2023