



The following guidelines are established in order for each visitor to enjoy their vacation to its utmost, and govern the reservation, use and occupancy of the Split Rock (the "Club"), as well as provide Members/Purchasers with information concerning the use of facilities at the Club (the "Regulations"), please adhere to and respect these policies.

DEFINITIONS

Additional Services shall refer to services other than the right of use of the Unit.

Annual Assessments means, together, the Basic Assessment and Special Assessment.

The Club - Bel Air Owners Circle (the "Club")

Members/Purchasers means (a) any person or beneficiaries of a Membership Plan holder of a right to use and occupy the Resort for a limited time; and/or (b) any individual that for any reason holds a right to use and occupy the Resort.

Membership means an interest in the Plan. Memberships have a term, as set forth in the Purchase Agreement which grants a right to use or occupy the Resort.

Maintenance Fees is an assessment levied by the Developer for such Fiscal Year in accordance with the provisions hereof.

Note Installments, shall refer to the monthly payments that cover the purchase price of the Membership usage contract.

Regulations mean the rules and regulations adopted by the developer in relation to the possession, use and enjoyment of the Resort accommodations.

Unit means a separate dwelling unit at the Resort to which Members have use rights hereunder, consisting of a room, or suite, physically capable (as opposed to legally capable) of separate occupancy by two or more persons for residential or resort use.

Use Period means the time period(s) during which each Member has reserved the use and occupancy of a Unit in accordance with the Purchase Agreement and the provisions of this Plan and the Rules and Regulations.

Purchased Unit depending on the conditions of the purchased membership the Member/Purchaser has a right to, it shall refer to the type of unit included at the purchased Membership (Studio, One-bedroom, Two-bedroom).

Purchased Season refers to the time of the year the Member/Purchase has selected during which the Member/Purchaser may reserve a week at the Resort Units.

Reservation Confirmation a document/communication that Member/Purchaser shall receive after requesting a reservation that will confirm the date, and unit type reserved with a confirmation of reservation number.

Resort refers to the Resort at Split Rock located in Kidder Township, Carbon County, Pennsylvania and which includes a main lodge and other buildings, plus recreational, cultural athletic and entertainment facilities and amenities.



Resort Fee is a fee to be paid by Members/Purchasers during their stay pursuant to the Resort Documents which will allow Members/Purchasers to be part of the delights and services during your vacation stay at the Resort.

Season Upgrade Fee is a fee levied against Members/Purchasers when reserving a stay at the Resort at a date different to the Purchased Season.

1. GENERAL PROVISIONS

- A. There is no assurance or guaranty by the Club that the facilities described by this section will always be available for use by Members/Purchasers. The Club reserves the right to sell, discontinue, alter and replace such facilities at any time and from time to time and to change the fees charged to purchasers for the use of such facilities.
- B. Any rights granted to the Member under the Agreement or these rules shall cease to be in force upon the termination of the Membership for any cause. No refund of fees shall be payable to the Members in the event of a termination.
- C. The Club shall not be liable in damages for any delay or default which is caused by conditions or events beyond its control, including but not limited to Acts of God, governmental restrictions, pandemics, continuing domestic or international problems such as war or insurrections, strikes, fires, floods, work stoppages, embargoes, and/or lack of materials.
- D. The Right of Use of the acquired Membership cannot be resold or commercialized by the Members in any manner. Failure to observe this obligation can derive in the cancellation of the Membership.
- E. Right of Use of Members can be assigned to third parties provided that they notify the Club in writing, at least with 21 (twenty-one) days in advance, stating their authorization and the name(s) of the person(s) that will be staying at the Resort.

2. RESERVATIONS AND USE PROCEDURES

- A. In all cases, reservations of a Unit can occur during the purchased Season at the desired arrival date, subject to availability, and provided that it occurs with at least sixty (60) days and not more than one hundred eighty (180) days in advance, unless an express representation in the contrary is represented by the Resort Documents. **Please remember: Reservations are subject to availability and on a first come, first served basis.** The Member's address will be verified.
- B. If Member/Purchaser must cancel/modify a previously approved reservation the following fees apply: i) USD \$70.00 if the cancellation/modification occurs 30 days or more before the reservation date; and ii) USD \$120.00 if the cancellation/modification occurs in a term of 29 days or less, in the understanding that the Member/Purchaser shall provide all booking numbers intended to be canceled.
- C. If your reservation request is not received by the Club sixty (60) days before your desired arrival date, the Club will nevertheless try to satisfy the request; and in such case, provided that the applicable maintenance
- D. fee and/or any other fee which is due is paid in full. If a reservation is confirmed by the Club by means of its chosen means of communication, and such reservation is cancelled less than two weeks before your reserved week starts, the Club reserves the right to forfeit your occupancy rights under the Vacation License for that year, in accordance to item B. before.



- E. If you do not use or exchange your week before December 31st of the running year, you will lose your occupancy right usage for that year.
- F. In the event of last-minute unforeseeable circumstances such as flight delays, Members who anticipate late arrivals, or arriving after the check-in time, shall call the Resort in advance. Failure to inform the Resort of late arrival may result in the unavailability of the reserved room or the room reservation being cancelled
- G. You may Vacation Bank your week, which refers to the right to carry your unused usage to the following year internally by paying a fee of USD \$70.00 if requested on or before June 30th, of the current year or USD \$120.00 if requested after July 1st, in the understanding that this request can only be filed on or before November 30th. This right can be cancelled and/or modified by the Club at any time.
- H. The member must be current on its payment obligations of Maintenance Fees and Note Installments in order for the right to reserve and occupy its Unit of choice to be valid.
- I. The Member at its arrival at the front desk of the Resort must exhibit the Reservation Confirmation at the front desk upon check-in.
- J. The payment of a Resort Fee is mandatory and must be paid at the moment of making a reservation, in the following terms:

Studio	25 dills per night
1bedroom	25 dills per night
2bedroom	50 dills per night

Discounts can be offered by the Resort at its entire discretion from time to time. The afore represented fees can be modified from time to time.

3. UPGRADE, DOWNGRADE, EXCHANGE AND LOCK OFF OPTIONS

- A. Members can request a larger unit, different to that purchased pursuant by virtue of its Membership. Subject to availability such upgraded unit will be made available and an upgrade fee will be charged to the Member for each upgraded level at the Club’s discretion.
- B. If the Member intends to reserve a week in a season different to the Purchased Season, the Member must pay a Season Upgrade Fee. All requests are subject to availability, and the applicable fee will be determined by the Club at its sole discretion.

4. RECEPTION

- A. The Member agrees to the maximum capacity requirements regarding maximum occupancy in accordance to each Unit type listed below:

UNIT TYPE	CAPACITY
HOTEL ROOM	2 persons
STUDIO	4 persons
ONE BEDROOM	2 persons w/privacy, 4 maximum
TWO BEDROOM	4 persons w/privacy, 6 maximum



- B. The Member agrees to register his credit card at the front desk of the Resort or leave a cash deposit equivalent to the annual Maintenance Fees. This will be refunded upon departure, deducting the corresponding amount for any damage other than the normal wear and tear on the Unit. No type of credit will be extended to anyone who has not registered a credit card at the front desk.
- C. In accordance to the purchased Membership, the Member has a right to use the Unit from 4:00pm local time on the day of the beginning of the week determined by the Membership and confirmed by the reservation confirmation received by the Member and until 11:00 am local time on the day of the end of the referred week. The Member's confirmation letter will specify the dates and days of check in and check out.
- D. Any irregularities in utilities should be reported to the front desk immediately.
- E. With exclusion of service animals (as defined by the ADA) All guest with pets must pay a USD \$210.00 fee, per day, upon reservation. The previous is a per unit fee with a maximum of 2 pets allowed per unit.

5. HOUSING

- A. Wet towels or articles of clothing are strictly prohibited on the banisters or railings. The maids are authorized to remove said articles if they are placed in the prohibited areas.
- B. All Trash must be deposited in the areas reserved for that purpose which are clearly signaled, In case of doubt, the Member/Purchaser must ask the Resort's personnel for directions.
- C. Members must always conduct themselves in a manner that will not disturb the other Members or guests, or risk being limited in the use of the Unit and/or their Membership.
- D. The Club reserves the right to evict and/or limit, suspend or cancel a Member's access to the Resort pursuant to a serious misconduct or a repeated failure to observe the dispositions contained by this section and the Regulations in general.

6. DURING YOUR VISIT

- A. In order to keep public areas clean and the preservation of a good image, it is strictly prohibited to bring food and beverages to the public areas of the Resort.
- B. The Club has the right to evict any Member or guest who disturbs the peace at any time.
- C. The Club is not responsible for objects left in automobiles or loss or damage to personal property caused by accidents, theft or burglary.
- D. The Club reserves the right to establish time frames for the use of the amenities as well as dress codes and equipment standards, which shall be observed by guests at all times.
- E. The Member must keep and maintain the interior of the Unit occupied in a good and tenantable state and condition during the period of stay. The Member shall be liable to pay and indemnify the Club against any damage, deterioration or dilapidation, other than as a result of fair wear and tear, which may have occurred during his/her period of stay.
- F. In order to provide better security, the member may receive an identification card for his vehicle to be placed in a visible place on said vehicle.
- G. The Member(s) and any person with a right to use the facilities fully realize the risk and danger arising from utilizing the facilities at the Resort, as well as participating in any of the activities conducted within its premises, and release the Club with respect to any and all claims and causes that may arise from damages and or harm that occur and/or derive from the use of the facilities and/or Equipment at the Resort.
- H. Member(s) further release the Resort from any claims derived or arising from falls occurring at the Resort in any and all of the Member's or Member's families on foot displacements within the facilities. Members



expressly acknowledge the need to use special footwear that prevent incidents of the kind, especially during the Winter season.

- I. For your convenience, some of our Units have been furnished with a safe deposit box. The Resort and its employees and administration shall bear no responsibility for any damage or loss of your personal belongings. Please follow the instructions of the safe deposit in your room regarding password determination.

7. UPON DEPARTURE

- A. The Member must notify the front desk with at least two hours in advance to check out in order to allow for an inventory check.
- B. When checking-out the Member must turn in keys and clear all charges with the front desk. All lost keys have a penalty fee of USD \$200.

8. ADDITIONAL SERVICES

- A. Additional Services shall be deemed as any and all services different from the services that when applicable, are rendered by the Club or third parties hired by the Club to the Members' benefit. Said Additional Services may consist of access to convenience stores, restaurants, bars, boutiques, Spa, Children's Club, golf courses with preferential rates, among others; in the understanding that the expenses incurred by Member when using the Additional Services shall be covered by Member as determined by the resort operators, The Club or said third parties; the cost of the Additional Services, if applicable, shall be communicated to Member in advance at the premises of each Resort.

9. MAINTENANCE FEES

- A. The Maintenance Fee is an annual fee due for all Members. Members will be required to pay for their corresponding Maintenance Fees whether or not the right to use a week at the Resort is exerted.
- B. By November of each year, each Member will receive their corresponding Maintenance Fees statement, which will be due and payable before January 31st. Maintenance fees must be paid before your reservation request is processed or before the Members is allowed to confirm an exchange to another resort – in accordance to the following section. A monthly interest rate of 2% will be charged to unpaid amounts beginning April 1st of the billing year.
- C. Maintenance Fees can only increase in 7.5% in comparison to the previous year's fee. The Club reserves the right to amend this provision if any federal, state, or local law or regulation is enacted which requires us to make other arrangements for imposing or collecting maintenance fees or disturbing the maintenance fees collected.
- D. In addition to annual assessments, the Member understands and agrees that you will be responsible for the timely payment of any Special Assessments, which may be levied under certain limited circumstances as further set forth at the Resort Documents, personal charges or other charges that you incur. Assessments shall be due and payable to the seller prior to your use and occupancy of a Resort Accommodation.



E. FEES -

Cancellation/Modification	\$70. Reservations cancelled at 30 days before arrival date \$120. Reservations cancelled less than 30 days before arrival date
Vacation Banking (carry week internally)	\$70. When requested before June 30 th . \$120. When requested July 1 st deadline date November 30 th
Upgrade Change of Season	\$210. Green to Yellow \$420. Green to Red \$300. Yellow to Red
Reinstatement Fee	\$270. (150 Reinstatement + 120. Vacation banking)
Borrow Week Fee	\$70.
Upgrade Room Category	\$210. Studio to 1 Bedroom Galleria \$210. Studio to 1 Bedroom Willowbrook \$320. Studio to 2 Bedroom Galleria \$300. 1 Bedroom Willowbrook to 2 Bedroom Galleria \$300. 1 Bedroom Galleria to 2 Bedroom Galleria
Lock off fee	\$100. Split 2 Bedroom Unit Willowbrook into two 1 Bedroom unit Willowbrook \$500. Split 2 Bedroom Unit Willowbrook into three Studios unit in Galleria \$420. Split 1 Bedroom Unit Willowbrook into two Studios unit in Galleria \$420. Split 1 Bedroom Unit Galleria into two Studios unit in Galleria \$500. Split 2 Bedroom Unit Galleria into three Studios unit in Galleria
Transfer of Vacation License	\$250.
Add Co-Owner in the membership	\$50.
Pet fee	1 – 2 Pets \$210

*** fees may reasonable change each year



10. EXCHANGES SYSTEM

- A. Members are entitled to use the Exchange System(s) to which Club is affiliated.
- B. The Member must be up to date on the payment of the purchase price of its Split Rock Membership and Maintenance Fees and shall comply with the particular rules and policies set forth by the operator of said exchange system.
- C. The Club has the right to offer Members an opportunity to acquire a membership with an exchange company with independent external organizations, in order to allow Members to exchange their time in the Resorts for time at other resorts that are also part of the exchange system. Member shall be responsible for paying: (i) the annual membership fees in the exchange organization, and (ii) any and all additional fees.

11. ASSIGNMENT OF RIGHTS -Transfer of your Vacation License Rights/Guests.

- A. Members may transfer the rights and obligations under the Membership as a part of your estate, or by as a gift to members of your immediate family, or otherwise with the Members' prior written approval which we will not arbitrarily withheld, provided that the Member is compliant with all its obligations. Members may not assign his/her rights and obligations under the agreement or these Club Regulations, without previous written consent from the Club. The Club may choose to agree to such assignment once Member has fully paid the Purchase Price, Maintenance Fees and the corresponding financing costs. In order for the assignment to take effect, the Member must pay an assignment fee in the amount of Two Hundred Fifty U.S Dollars (\$250.00USD) and the assignee must sign the respective Membership Agreement.

12. NOTICES/CONTACT INFORMATION FOR THE RESORT

- A. All notices or other communication or processes given or made under the Agreement shall be in writing and delivered or sent to the relevant party by hand in person or by registered mail at their respective addresses set out below.

Resort Address;

Split Rock

PO Box 547 - B Lake Harmony PA 18624

Toll Free:

US&CAN 855 206 2366

E-mail: clubdirector@belairownerscircle.com

Website: www.splitrockownerscircle.com