



EMBARC[™]

YOUR MEMBERSHIP GUIDE



W E L C O M E

BIENVENUE • BIENVENIDO

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WELCOME TO EMBARC

Welcome to Embarc. You are joining a small, tight-knit community of members who all have a passion for quality, inspiring vacations.

As a member, you enjoy use of beautifully crafted Vacation Homes across Canada, the United States and Mexico. The resorts can be found in popular ski, beach and golf destinations - places like Whistler, British Columbia; Zihuatanejo, Mexico and Palm Desert, California. You will not own or receive a deed to a Vacation Home. Vacation Homes are timeshare units held in trust for Embarc members and are not residential homes.

Want to travel beyond the network? You also have access to ExtraOrdinary Escapes - an exchange program that allows you to use your membership to explore hand-picked hotels, resorts and lodging partners in sought-after destinations around the world like Hawaii, New York City and Thailand to name just a few!

It is our mission to help you create the best vacation of your life. From weekend escapes to extended vacations, your membership will be there to guide you on journeys adventures and experiences that will leave you refreshed, re-connected and wanting more. Few things in life are more precious than your vacation memories. As your vacation needs change through the seasons -and the years - you'll find Embarc the perfect travel companion.



DESTINATIONS

As a member, you have opened the door to an endless array of vacation possibilities. Your membership provides access to equity ownership in an international network of resort locations. In addition, your membership in ExtraOrdinary Escapes allows you to experience thousands of exciting vacation options around the world.

Embarc resorts can be found in some of the most sought-after vacation destinations in the world.

Embarc Destinations

- **Whistler, British Columbia**
- **Vancouver, British Columbia**
- **Ucluelet, British Columbia**
- **Panorama, British Columbia**
- **Blue Mountain, Ontario**
- **Tremblant, Quebec**
- **Palm Desert, California**
- **Sandestin, Florida**
- **Zihuatanejo, Mexico**

ExtraOrdinary Escapes Destinations

- Seminyak, Bali
- Niagara on the Lake, Ontario
- Quebec City, Quebec
- New York, New York
- Maui, Hawaii
- Laguna Beach, California
- Phuket, Thailand
- Orlando, Florida
- Seattle, Washington
- And many more!





EXTRAORDINARY ESCAPES

ExtraOrdinary Escapes is a vacation exchange program. It offers you the opportunity to use your points towards thousands of vacation options around the world, from luxury hotels and resorts to Caribbean cruises and adventure travel, subject to availability. It also provides you with access to an exclusive set of benefits.

Hotels and Resorts | 50+ hand-selected properties including members of Relais & Chateaux and major luxury operators such as Fairmont and Westin.

Disney Vacation Club | Locations in Florida, South Carolina, California and Hawaii.

Interval International | Over 2,600 member resorts in 76 nations.

Interval International Cruises | 2000+ itineraries on leading lines such as Royal Caribbean®, Disney® and Carnival®.

Resort to Resort | Resort Homes in over 15 destinations through an exchange program.



ENROLLMENT

When you purchase your membership, you are automatically enrolled in ExtraOrdinary Escapes in most jurisdictions. To recognize your importance as a valued customer, ExtraOrdinary Escapes is pleased to extend to you the following exclusive privilege:

First Presentation Incentives | If you are purchasing new or additional points, you will receive a vacation bonus in addition to your annual point allotment.

ELIGIBILITY

In order to be eligible for the above privilege you must purchase your membership directly from us. Participation in ExtraOrdinary Escapes automatically terminates on the sale of a membership unless certain conditions are met to transfer your ExtraOrdinary Escapes membership. Contact Member Services for more information on transferring your ExtraOrdinary Escapes membership.

It is important to maintain your ExtraOrdinary Escapes membership in order to have access to this full range of vacation options and exclusive privileges.





YOUR MEMBER REFERRAL PROGRAM

As an Embarc member, you have an important role to play determining who becomes a member. Who would you like to see at the resorts? Chances are your friends and family are high on the list.

The Member Referral Program, is the best way to introduce your friends and family to the advantages of an Embarc membership.

There are many benefits – for both you and your referrals – when you participate in the program. For more information, contact Member Services.

Introducing your friends and family is easy.
Choose one of the convenient methods below
to share Embarc today!

E-mail EmbarcReferrals@diamondresorts.com

Call the Member Referral team at **1.877.331.3491**



YOUR MEMBER SERVICES TEAM

AUTHENTIC SERVICE

The first thing you'll discover about your Member Services team is the people. We respond to your requests and assist you with true interest and a genuine care for your vacation experiences. Fulfilling your idea of a perfect vacation is what matters most. We call it Authentic Service and it permeates everything we do.

YOUR MEMBER SERVICES TEAM

Member Services is a dedicated group of travel professionals providing one-stop vacation planning including:

- Creating your next vacation by making your points reservations for resort locations and ExtraOrdinary Escapes destinations.
- Maximizing the use of your points.
- Helping you take advantage of special membership features, such as banking, borrowing and transferring points.
- Making your last-minute Getaway Time Reservations.
- Sending your friends on a vacation using your membership privileges.
- Booking your golf tee times or assisting with pre-arrival grocery delivery right to your Vacation Home.
- Providing you with "Things to Know Before You Go" — a pre-arrival e-mail providing you with the information you need before you travel and tips about activities to check out while on vacation.
- Outlining special privileges you'll enjoy at each resort.
- Answering finance and loan administration questions.





YOUR MEMBER SERVICES TEAM

CONTACT INFORMATION

Member Services

PHONE:

From North America **1.800.767.2166**

From Mexico **00.1.800.514.2166**

Direct Line **1.604.695.8504**

Monday to Saturday from 9:00 a.m. to 5:00 p.m. Pacific Time.

E-MAIL:

MembersInBox@diamondresorts.com

Member e-mail will be answered by the next business day.

ONLINE:

EmbarcResorts.com

Look for @EmbarcResorts on your favorite social media. Share photos, videos and vacation stories using #EmbarcResorts.



INTERVAL INTERNATIONAL RESERVATIONS TEAM

1.855.269.6129

YOUR MEMBER WEBSITE

Your member website gives you valuable information about your membership and offers great vacation planning tools, including Reservations Online. Available 24 hours a day, 7 days a week, Reservations Online allows you to immediately confirm points and Getaway Time Reservations at all Embarc resorts as well as select ExtraOrdinary Escapes locations. You can also use the member website to review all the member benefits, make payments, renew your ExtraOrdinary Escapes membership and more! Click on the member's login at [EmbarcResorts.com](https://www.embarcresorts.com) to create your web account and begin browsing.

“Member Services is so patient with us, providing sound advice and showing they really care that we enjoy our vacations. Thank you for making our membership meaningful and enjoyable. Your service is ‘above and beyond!’”

Vaughn & Evelyn Denis
Members since 1999





UNDERSTANDING YOUR MEMBERSHIP

THE POWER AND FLEXIBILITY OF YOUR POINTS

Your membership gives you an annual allotment of points that you can use to reserve accommodation at nine Embarc resorts or to travel to ExtraOrdinary Escapes destinations. You choose how you would like to use these points — travel for one night or two weeks, stay in Studio or 3-Bedroom accommodations, travel to any Embarc location or ExtraOrdinary Escapes destination, subject to availability. The flexibility is only limited by your desires.

When creating your vacations you may discover that you need additional points to better enjoy the wide array of vacation possibilities open to you. When you need to increase the size of your membership, contact the Member Sales team at 1.888.779.8103.

YOUR USE YEAR

You have 12 months to travel using your annual allotment of points. This period is referred to as your “Use Year” and it begins on the date specified on your Membership Certificate. Your points are allocated annually at the start of each Use Year. Use Years are established at the time of purchase and follow the lifetime of a membership. You do not need to wait until the start of your Use Year to make reservations. Your points are withdrawn from the Use Year in which your travel dates occur and a pre-payment is required. It is important to plan in advance for how you will use your points each Use Year. Points expire at the end of each Use Year if not used or banked at least four months before the end of the current Use Year.



BANKING POINTS

Some years you may want to enjoy a vacation requiring more points than your annual allotment. To do this, you may bank any portion of your annual allotment of points from one Use Year to the following Use Year. You must make a request to bank your points **at least four months before the end of the current Use Year**. The points you bank must be used for travel in the following Use Year. If you bank your points and then decide to make a reservation for your current Use Year, you can borrow back points. This banking privilege begins in your second Use Year and there is currently no fee for banking points. You can bank your points online or by calling Member Services. All banking transactions are final.

BORROWING POINTS

You can borrow up to 100% of points from your next Use Year to make a reservation in your current Use Year. This gives you more flexibility in planning your vacations. There is currently no fee for borrowing points, but you are required to pre-pay the Resort Dues on borrowed points.

TRANSFERRING POINTS

You can choose to transfer points to another member to use for a current reservation. As the original member you are still responsible for the annual Resort Dues related to those points. Should the reservation be cancelled 30 or more days before occupancy, then your points are refunded to you. Check with Member Services for the current fee for transferring points.

ANNUAL RESORT DUES

Annual Resort Dues cover the Operating Budget for the next calendar year. They are billed in October (payable in November). In order to maintain your membership privileges, it is important to keep your account in good standing.





Remember, planning early is the key to creating and enjoying vacations with your Embarc membership. Follow these guidelines for successful vacation planning.



CREATE YOUR VACATION

WHERE WILL I GO FIRST?

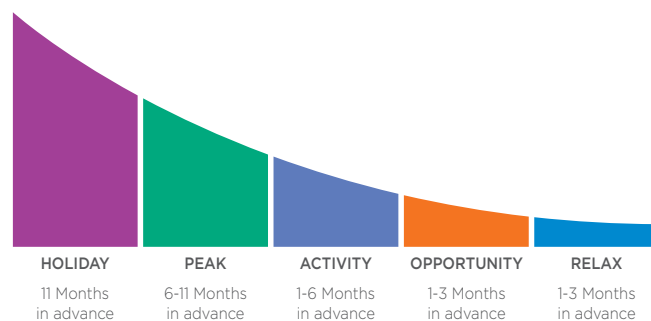
We hear it all the time — so many great options, so little vacation time. This is why we've designed the Embarc membership for maximum flexibility. First, determine where you want to travel. Second, decide on what time of the year you want to go. Lastly, add up your traveling companions — this will help you decide what size resort accommodation you'll require and how much privacy you need for sleeping and bathroom facilities. All reservations are subject to availability.

WHEN CAN I MAKE MY RESERVATION FOR AN EMBARC RESORT?

For Reservations of Six Nights or More, make your reservation at a maximum of 11 months in advance.

For Reservations of Less than Six Nights, make your reservation at a maximum of 6 months in advance.

Here are some suggested time frames for making your reservation based on the season you wish to travel in. Refer to the Points Accommodation Calendar for specific seasonality at the resort location you choose:



CAN I SEND FRIENDS AND FAMILY ON VACATION?

Yes, you can send friends and family on any resort reservation. A Guest Fee may apply for ExtraOrdinary Escapes Reservations.

HOW LONG CAN I STAY?

- 6-night minimum stay for any reservation made 6 to 11 months before arrival date.
- 2-night minimum on any points reservation made for Embarc Vancouver.
- 2-night minimum stay on all weekends of the year (any reservation combination which includes a Friday or Saturday night is considered a "weekend").
- 3-night minimum for any period including a U.S. or Canadian holiday.

CANCELLATION POLICY

If you must cancel a confirmed reservation, please contact Member Services as soon as possible. In the event of a reservation cancellation, the number of points credited back to your account is determined by the following schedule.

Cancellation Notice Given:

31-332 days prior to your arrival date: Credited 100%* of points

0-30 days prior to your arrival date: 0%

*\$25 USD cancellation fee is required for bookings at Embarc™ resorts.

ExtraOrdinary Escapes nightly reservation fees are non-refundable.

We encourage you to purchase reservation protection at the time of booking. Purchasing the Reservation Protection Plan will ensure a 100% reimbursement of the points charged for the original reservation should you need to cancel up to arrival date.

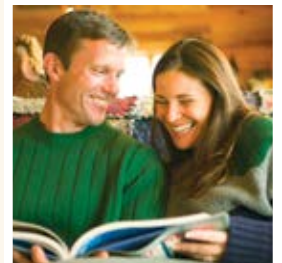
WHAT ELSE SHOULD I KNOW?

“Weekend Only” reservations are stays of less than six nights in duration that include a Friday or Saturday night. The number of “Weekend Only” reservations that a member can hold at one time is dependent on the number of points owned. All members may hold one “Weekend Only” reservation at a time and memberships of 160 points or greater may hold an additional “Weekend Only” reservation at the same time for each additional eighty (80) points owned above 80 points.

If you have a reservation for six nights or more at one resort location, a second consecutive reservation at another resort location may be made for the dates directly preceding or following the first reservation. This second reservation may be made up to 11 months in advance for a minimum 2-night stay. This allows members to stop over in Vancouver on their way to Whistler.

WHAT IS GETAWAY TIME?

Any time you are able to make last-minute travel plans, you can reserve a 1- to 4-night Getaway Time Reservation up to 14 days before your desired travel dates. (Getaway Time Reservations for Embarc Zihuatanejo, Mexico may be made 60 days in advance for up to 7 nights.) Getaway Time consists of vacation time that has not been used by other members and is available to members and their immediate family only at a special cash rate. Usually available during Opportunity and Relax Seasons, this time books quickly and cannot be cancelled. All members may hold one Getaway reservation at a time and memberships of 160 points or greater may hold an additional Getaway Time reservation at the same time for each additional eighty (80) points owned above 80 points. Log into your member area at [EmbarcResorts.com](https://www.EmbarcResorts.com) and click on ‘Getaway Time’ under ‘My Reservations’ to see rates and availability.





CREATE YOUR VACATION - EXTRAORDINARY ESCAPES

ExtraOrdinary Escapes greatly expands your vacation options and is included with your Embarc membership so be sure and take advantage of this valuable benefit. In order to enjoy vacations through ExtraOrdinary Escapes, you pay an annual membership fee. Your ExtraOrdinary Escapes membership must be current through the travel dates of your vacation. All ExtraOrdinary Escapes and Interval International reservations are subject to availability.

MAKING EXTRAORDINARY ESCAPES RESERVATION REQUESTS

You can begin planning your ExtraOrdinary Escapes vacation up to a maximum of 12 months prior to your travel date (24 months for Interval International reservations). Refer to the website at [EmbarcResorts.com](https://www.EmbarcResorts.com) for reservation details including point values for each of the destinations.

- A Reservation Fee of \$20 USD/night applies and is payable at time of booking.
- Guest certificates may be purchased for ExtraOrdinary Escapes reservations.
- Some destinations have a minimum stay requirement; typically there is a 2-night minimum for weekends.



INTERVAL INTERNATIONAL

Interval International has an exchange network of over 2,600 member resorts in 76 nations.

- Interval International offers three different levels of membership. The Interval International membership you receive is determined by the number of points you own:

Basic Membership — Gateway Memberships; less than 98 points

Interval Gold® — Memberships of 98 to 349 points

Interval PlatinumSM — Memberships 350 points or greater

- Flexible Travel Options: Interval offers four different ways to travel, from weeklong stays to last-minute travel and all Interval reservations can be made online.
 1. **Vacation Exchange** — Weeklong stays
 2. **ShortStay Exchange** — Stays of 1 to 6 nights (for Interval Gold and Interval Platinum members only)
 3. **Last-Minute Travel** — Weeklong stays instantly confirmed within 30 days of arrival for 50% off the regular Interval point values
 4. **Getaways** — Weeklong resort vacations available for purchase without using your points

EXCHANGE FEES

Refer to the website at EmbarcResorts.com for current Interval International Exchange fees.

HOW TO CONFIRM AN EXCHANGE

You can make your Interval International exchange request by logging into your member area at Embarcresorts.com. Click on “II Exchange” and follow the prompts. Or call Interval’s Member-Services Center directly at **1.855.269.6129**.





INTERVAL INTERNATIONAL CONT'D

INTERVAL INTERNATIONAL - POINTS CALENDAR

TDI RANGE*	Day of Week	Studio Sleeps 2	1-Bedroom Sleeps 4	2-Bedroom Sleeps 6	3-Bedroom Sleeps 8
135 - 150	FRI, SAT	13	35	48	55
	SUN-THU	5	14	19	22
	FULL WEEK	50	140	190	220
115 - 130	FRI, SAT	10	28	38	43
	SUN-THU	4	11	15	17
	FULL WEEK	40	110	150	170
90 - 110	FRI, SAT	9	15	28	30
	SUN-THU	4	6	11	12
	FULL WEEK	35	60	110	120
65 - 85	FRI, SAT	8	10	15	20
	SUN-THU	3	4	6	8
	FULL WEEK	30	40	60	80
50 - 60	FRI, SAT	5	8	10	15
	SUN-THU	2	3	4	6
	FULL WEEK	20	30	40	60

* Travel Demand Index — The TDI is a tool to help you make vacation plans by showing relative weekly demand for market areas. Check the Interval Resort Directory for more information.

Last-Minute Travel: If you are planning an Interval vacation within 30 days of your desired travel date, you will use 50% of the above points values. These reservations are for seven nights and flexibility is the key with this program. Holiday, summer and other highly demanded weeks are usually not available.

DISNEY VACATION CLUB

Experience the magic of Disney with Disney Vacation Club.

- Access Disney Vacation Club locations located at Walt Disney World in Orlando, Florida; Vero Beach, Florida; Hilton Head Island, South Carolina; Anaheim, California; and Ko Olina, Hawaii.
- Stays for 6 nights or more may be made up to 7 months in advance.
- Stays for less than 6 nights may be made up to 4 months in advance.
- Requests will be confirmed within four business days.
- For more on requesting a Disney Vacation Club Reservation, please refer to **[EmbarcResorts.com](https://www.EmbarcResorts.com)**.





RESORT TO RESORT DESTINATIONS

Resort to Resort provides access to a range of hand-picked accommodation options at specially chosen resorts.

- Popular destinations include Copper, CO; Stratton, VT; Whistler, BC and Les Arcs, France.
- You can start planning your vacation up to 12 months in advance. Check the Resort to Resort section of the member website to view all the destinations offered and contact Member Services to check availability.
- Reservations are for 7 nights.
- Resort to Resort Reservations are made with points. A \$20 USD per night reservation fee applies.



HOTELS AND RESORTS

This is a unique collection of hand-selected resorts and hotels from around the world. Some are one-of-a-kind gems, while others belong to such prestigious associations as Relais et Châteaux or Small Luxury Hotels of the World. Also represented are luxury hotel operators such as Fairmont and Westin.

- Popular destinations include Napa, Victoria, Montreal and London.
- Log on to the Member Area and you can instantly book the destination of your choice!

INTERVAL INTERNATIONAL CRUISES

When you tire of land-locked locations, take to the sea. ExtraOrdinary Escapes members can use points to book a cruise through some of the world's leading cruise providers. Cruise with Carnival Cruise Lines,[©] Royal Caribbean,[®] Disney Cruise Lines,[®] Norwegian Cruise Lines,[©] Holland America Line,[®] Celebrity Cruises,[®] Princess Cruises[®] and Crystal Cruises[®] through Interval International.

- Cruise reservations are 60, 75, 95 or 110 points per person (double occupancy in a cabin) plus a cash component.
- Additional passengers in the same cabin pay the cash component only.
- Exchange fees are applicable.
- Log in to your member area and click on II Exchange to view your options with Interval International[®].
- Booking cruise vacations with points is only available to Interval Gold[®] or Interval PlatinumSM members.



EMBARC™ GUIDELINES

The smooth operation of a quality resort establishment follows fair and efficient Guidelines. Those we have created at Embarc are designed to make your vacation, and those of your fellow members, as carefree as possible. Please read and observe them to enhance your own enjoyment and out of courtesy to your fellow members.

1.0 POINTS

1.1 Use of Points

Points members (“member”), own an annual allotment of points, based on the number of points they purchase when they join, as well as any they choose to add later. The following Guidelines explain how members may use their points to their best advantage.

1.2 Use Year Commencement Date

The Declarant under the Master Declaration (the “Developer”) establishes the member’s Use Year Commencement Date when the member purchases the member’s initial points. The member’s initial points, as well as any subsequent points purchased, will always have the same Use Year Commencement Date. A Use Year Commencement Date cannot be changed.

1.3 Unused Points within a Use Year

A member must use or bank their points within their assigned Use Year. Any unused points, which exist at the end of the Use Year, will expire.

1.4 Banking Points

Following the member’s first Use Year anniversary, the member may bank all or a portion of their points from one Use Year into the subsequent Use Year. The member must notify Member Services of their decision to bank points at least four (4) months prior to the end of the current Use Year. All banking transactions are final. A member cannot cancel a banking transaction. If points from the current year are banked, they must be used by the end of the subsequent Use Year or they will expire. There is currently no fee for banking points.

1.5 Borrowing Points

Points may be used from the following Use Year in order to make a reservation. Resort Fees (“Resort Dues”) for the

borrowed points must be prepaid at the time of making the reservation. The charge per point is based on the current Resort Dues calculation. Borrowed points are subject to the same cancellation time periods as all other points and will be returned to the original Use Year if a reservation is cancelled. Prepaid Resort Dues are not refunded if a reservation is cancelled (but remain a credit to the member’s account for the following Use Year.) The maximum borrowing transaction is one hundred percent (100%) of a member’s annual allotment of points. There is currently no fee for borrowing points.

1.6 Transferring Points

A member may only transfer points to another member for use on a current reservation. The original member is responsible for Resort Dues, and upon cancellation, the points are refunded to the original member. If the reservation is cancelled within thirty (30) days of occupancy, the use of the points will be forfeited. Check with Member Services for the current fee for transferring points.

2.0 POINTS RESERVATIONS

The primary benefit of a membership is the use of points to secure Resort Accommodations. The following Guidelines explain how the points Reservation system works.

2.1 Resort Accommodations Points Values

Members have the right to occupy the Resort Accommodation to the extent allowed by the annual use of the members’ points. When the Developer transfers a Resort accommodation unit, the Developer determines the total time value of points required to occupy each resort accommodation for a calendar year. Thereafter, the total time value of the points required to occupy all Resort Accommodations owned by the collection will not change. However, the “seasons” and the number of points required to reserve specific days of use of resort accommodations may vary year to year, due to changes in the calendar dates and the increase or decrease in demand by members. The

appropriate values are set out in the “points Accommodation Calendar” for each Resort location. Members’ use of points is subject to the following reservation guidelines, which may be amended at the discretion of the Manager (“Resort Manager”) to ensure fair and equitable access to Resort locations by all members.

2.2 Reservation Period

A Reservation Period begins when a member checks into a resort accommodation unit and ends on the member’s check-out day.

2.3 Reservation Booking Order

Reservations will be honored on a first-received, first-confirmed basis. The Resort Manager reserves the right to implement a reservation waiting list or establish another system to prioritize members’ reservation requests in high-demand vacation time to ensure fair and equitable access by all members. A member’s ability to reserve a specific resort accommodation unit is dependent on the availability at that time. The resort Manager cannot guarantee that a particular reservation request can be fulfilled.

2.4 Making a Reservation

Point reservations may be made by telephone, internet, fax or e-mail. Reservation requests by fax or e-mail may be made up to seven (7) days in advance of arrival. Reservation requests made within seven (7) days of arrival must be made by telephone. Reservation requests by fax or e-mail will be processed by Member Services and confirmation communicated in the same format as received.

2.5 Reservation Window/Advance Notice

A reservation may be made no earlier than eleven (11) months prior to the first day of continuous occupancy. A reservation made within fourteen (14) days of usage will be competing with “Getaway Time.” (See 3.0)

2.6 Minimum Stay Requirements

Members are required to reserve a six (6) night minimum stay for any reservation made more than six (6) months in advance except as defined by paragraph 2.7. Members are required to reserve a two (2) night minimum stay on all weekends of the year (any reservation which includes a Friday or Saturday night is considered “Weekend”), and a three (3) night minimum stay for any period which includes

a U.S. or Canadian holiday. In addition, please note that all reservations for our resort in Vancouver have a two (2) night minimum stay at all times. Point reservations made within the Getaway Time reservation window have no minimum stay requirements.

2.7 Consecutive Reservations

If a reservation of six (6) nights or more has been made for a Embarc resort, a second reservation at another resort location for dates directly preceding or following the first reservation may be made up to eleven (11) months in advance for a minimum two (2) night stay.

2.8 “Weekend Only” Reservations

The number of “Weekend Only” reservations that a member can hold at one time is dependent on the number of points owned. All members may hold one “Weekend Only” reservation at a time and memberships of 160 points or greater may hold an additional “Weekend Only” reservation at the same time for each eighty (80) points owned.

Less than 160 Points

1 “Weekend Only” reservation

160 Points

2 “Weekend Only” reservations

240 Points

3 “Weekend Only” reservations

“Weekend Only” means any reservation combination less than six (6) nights in duration that includes the use of a Friday or Saturday night. A “Weekend Only” reservation may be made no earlier than six (6) months prior to the time of use.

2.9 Confirmation

A member’s reservation will be confirmed by the resort in writing, by fax or by e-mail, and a reservation number assigned. The confirmation will also disclose the points charged for the reservation. If a member does not receive a reservation confirmation within fourteen (14) days of making a reservation, they should contact Member Services immediately.

2.10 Cancellation Policy

A member may cancel a points reservation without loss of

use of the member's points by notifying Member Services thirty (30) days or more in advance of the arrival date. If a reservation is canceled in less than the required number of days, the member will forfeit the applied number of points for use on the canceled portion of the reservation. Check with Member Services for the current fee for canceling a reservation.

2.11 Changes to Reservations

Any change to a reservation will be considered a full cancellation, and a new reservation must be confirmed and will be subject to availability. If a wait list has been established for at least one of the canceled days, then the member canceling the reservation will be placed at the bottom of the wait list.

2.12 Maintenance of Resort Accommodations

The Resort Manager may set aside maintenance days annually for cleaning, maintenance, painting, decorating and refurbishing of a Resort Accommodation unit and the Equipment as required. The resort shall determine from time to time which days and nights will constitute the maintenance period for each Resort Accommodation.

3.0 GETAWAY TIME

Depending on the season and demand for Resort locations, there are instances when Inventory is still available within fourteen (14) days of occupancy (or sixty (60) days for Zihuatanejo, Mexico) that members and their immediate family may rent as Getaway Time on a cash basis. This program gives members an opportunity to extend the members' vacation time and allows for quick "Getaways" within the year. The Resort Manager reserves the right to change Getaway Time access and pricing to ensure fair and equitable access by all members.

3.1 Advance Notice of Getaway Time

Reservations for Getaway Time may be made no earlier than fourteen (14) days before the first day of occupancy (sixty (60) days for Zihuatanejo, Mexico).

3.2 Time Limitations of Getaway Time

Getaway Time may be reserved for no more than four (4) consecutive nights per stay (seven (7) nights in Zihuatanejo). If a points reservation is joined with a Getaway Time Reservation, each reservation is subject to its own specific reservation guidelines and procedures.

3.3 Number of Getaway Time Reservations

The number of Getaway Time reservations that a member can hold at one time is dependent on the number of points owned. All members may hold one Getaway Time reservation at a time and memberships of 160 points or greater may hold an additional Getaway Time reservation at the same time for each eighty (80) points owned. Currently there is no limit to the number of times that a member may book Getaway Time Reservations throughout the year.

Less than 160 Points

1 Getaway Time reservation

160 Points

2 Getaway Time reservations

240 Points

3 Getaway Time reservations

3.4 Getaway Time Rates

Embarc charges for Getaway Time on a daily basis. For Getaway Time rates, please contact Member Services or view rates at EmbarcResorts.com.

3.5 Cancellation of Getaway Time Reservations

If a member cancels a Getaway Time Reservation, the total Getaway Reservation Rate paid is forfeited.

3.6 Use of Getaway Time

Only a member, associate member or their immediate family may use Getaway Time. Immediate family is defined as the parents or adult children of members.

4.0 RESORT DUES

4.1 Payment of Resort Dues

For the first Use Year, the member will pay a pro-rated amount of Resort Dues on closing, based on the number of months of their first Use Year that falls within the current calendar year. Thereafter, each member will pay Resort Dues on November 30th of each year for the ensuing calendar year.

4.2 Delinquency

All payments and Resort Dues must be current in order to make points or Getaway Time reservations, to bank, borrow

or transfer points, to use Resort Accommodations, or maintain any other member rights or privileges.

5.0 ASSOCIATE MEMBERSHIP

Associate membership is a way members can extend the benefits of membership to a spouse.

5.1 Associate Membership Appointment

An individual member may appoint a spouse to be an associate member of the Collection. Two (2) persons who jointly own a membership may not appoint an associate member.

5.2 No Voting Privileges

An associate member has no right to vote at any Meetings and is not entitled to receive financial information about Embarc.

5.3 Associate membership Privileges

Associate members may reserve resort accommodations in the member's or associate member's name using the member's points, make Getaway Time Reservations and borrow or bank member's points. In addition, an associate member may occupy the resort accommodation without the member being present. All transactions carried out by an associate member are binding on the member.

5.4 Duties of the Associate Member

Each associate member agrees to observe all the Guidelines, rules and regulations contained within the Instruments. All Guidelines pertaining to members and concerning reservations and the use of the resort premises shall apply equally to associate members.

5.5 Cancellation of Associate Membership

A member may cancel an associate membership without notice to the associate. The resort may also cancel an associate membership without notice. The resort will notify the member of any cancellation.

5.6 Member's Responsibility

The member is financially responsible for all charges or damages incurred by the associate member.

6.0 RESORT ACCOMMODATION INVENTORY

6.1 Inventory vs Undeclared Inventory

As we continue to expand, buildings and additional

residential units may be completed and certified for occupancy, but may not be added to the inventory ("Inventory") and therefore will not be available for reservation requests by members. These resort accommodation units, which we refer to as "Undeclared Inventory", are owned, maintained and operated by the Developer. To offset the cost of maintaining and operating Undeclared Inventory, the Developer may make these resort accommodation units available to visiting non-member guests ("guests") on a nightly rental basis. Members may also be able to rent these additional resort accommodations on a cash basis. Member reservations are made for Vacation Homes that are part of the Embarc Inventory. If all dates requested are not available from Embarc Inventory, it may be possible that Vacation Homes are available on a cash basis to complete a member's stay.

7.0 RESORT ACCOMMODATION USE

7.1 Guests of Members

During a member's reserved period, they may allow others to use their resort accommodation, subject to these Guidelines. If the member intends for the guest to use the member's reserved period, the member must inform Member Services prior to the first day of the reserved period, indicating the names and addresses of the guests. Upon arrival, guests will be required to show identification and follow regular check-in procedures. A member may charge their guests for the use of the Vacation Home at the member's discretion. (See 7.2, 7.12, 7.13)

7.2 Guest Pass

Please notify Member Services in advance if guest(s) will be occupying a resort accommodation using a point reservation.

7.3 Check-in / Check-out

Members should check with Member Services for current check-in and check-out times for each resort location.

7.4 Parking

Vehicles used by or belonging to members, associate members or their guests shall be parked only in the designated parking areas. Upon check-in, a member or associate member may receive a reserved parking permit. Parking spaces are reserved for vehicles with permits and any vehicles in violation will be subject to towing at the

owner's expense. At some resort locations, parking restrictions may apply for overheight vehicles, trailers, boats, RV's, motorcycles, etc. Members are responsible to locate alternative parking for those vehicles. Please check with Member Services for the variances before arriving.

7.5 Inventory of Items within Vacation Homes

Upon check-in, members or associate members will receive an inventory list of the furnishings and equipment allocated to their resort accommodation for approval. Any missing items, damage or deterioration of member's resort accommodations or the common furnishings therein must be reported to the Resort Manager as soon as possible after check-in. Immediately following check-out, the resort Manager will conduct a complete review of the furnishings and equipment allocated to each resort accommodation unit.

7.6 Occupancy

The number of persons, excluding children under the age of two (2) who may occupy a resort accommodation unit is:

	Comfortable	Maximum
Studio	2	2
1-Bedroom	2	4
2-Bedroom	4	6
3-Bedroom	6	8

In the interests of all members and their personal property, the maximum occupancy noted above will be strictly enforced by the Resort Manager. Violation will result in the cancellation of the member's current occupancy privileges.

7.7 Minors

No one under the age of majority may occupy a resort accommodation unit unless accompanied by a person over the age of majority.

7.8 Children

Members are responsible for the conduct of the members' children. Children will not be permitted to play in the corridors, stairways, parking areas or lobby.

7.9 Family and Adult Environments

Family and Adult Environments may be designated at resort locations. Adult Environments are for the use by persons eighteen (18) years of age and older.

7.10 Animals

No animals, except certified medical assistance, signal and service animals may be brought onto a resort property.

7.11 Maid Service

Each Vacation Home will be cleaned prior to check-in. Housekeeping services will be provided depending upon the size of the resort accommodation and the length of stay. For more details, please contact Member Services or view the services available at EmbarcResorts.com.

7.12 Resort Accommodation Responsibility

When a member, associate member or guest of a member occupies a resort accommodation unit, the member is responsible for any damages to or loss of furnishings during such occupancy, other than normal wear and tear.

7.13 Personal Charges

Any unpaid charges for services, damages or loss will be added to the member's bill at check-out or will be billed to the member directly afterward. Non-payment of any such personal charges will be cause for suspension of occupancy privileges until they are paid in full. (See paragraph 4.2)

7.14 Storage

The Resort Manager is not responsible for any personal property left by members, associate members, or their guests. Members and associate members will be responsible for removing all non-resort personal property from the resort accommodation prior to check-out. Except in areas designated for such purpose by the resort Manager (for example, storage lockers) members, associate members, or their guests may not keep personal belongings on the Property other than in the applicable member's assigned resort accommodation.

7.15 Equipment Storage

Skis/bikes are not permitted inside, about or around the Vacation Homes. The Resort, however, will provide separate ski/bike storage facilities for use by members, associate members, and their guests during their stay.

8.0 CONDUCT

These Guidelines are intended for the protection of members and Resort Property, as well as to ensure that all who use the resort accommodations observe conduct in keeping with the

atmosphere of the resort. The resort may establish and post specific rules governing potentially loud or disturbing activities.

8.1 No Smoking

All resort accommodations are smoke-free. No smoking, including electronic cigarettes and vaporizers, is permitted within any of the rooms or common areas. Smoking is permitted on patios or balconies. No smoking is permitted on any deck or balcony adjacent to the resort accommodations at Zihuatanejo, Mexico and the Board will review and consider banning smoking on all decks and balconies at other resort Locations in the future.

8.2 Alteration of Structure

No structural changes, reorganization or removal of furniture, wall hangings or floor coverings, or redecorating of any type are permitted within the Resort Accommodations or other areas of the Resort property.

8.3 Exterior Lighting

No exterior lighting shall be installed or maintained on any resort accommodations or the common area, other than that provided by the resort, without written permission of the resort.

8.4 Barbecuing

Barbecuing is prohibited except in designated areas.

8.5 Clothes Drying

Clothes, towels, bathing suits and other items may not be left on patios or railings so as to be visible from other resort accommodations or the common areas.

8.6 Emergency Entry

The resort Manager has a passkey to all resort accommodations. In case of emergency, the resort Manager or the resort Manager's employee may enter a member's accommodation, and will notify the member or associate member as soon as possible of the reason for entry.

8.7 Failure to Vacate

If a member or the member's guest(s) fail to vacate a resort accommodation unit by check-out time on the last day of the member's reserved period of occupancy, they will be subject to the repayment of all costs incurred as a result by

the Resort and other members, and other consequences.

8.8 Use of Amenities and Facilities

Members, their children and guests use the resort premises and facilities (including the pool, water slides, hot tubs, sauna and exercise room) entirely at their own risk. The resort, including its employees, accepts no responsibility for injury to members, guests and their children in using the resort premises and facilities, including injuries caused or contributed to by the negligence of the resort or its employees.

8.9 Personal Listening Devices

Members and guests who wish to listen to their music and audio files at the pool, hot tub or other common Resort Amenities and Facilities must do so using ear buds or headphones. The use of speakers or other devices that amplify and play audio files or music out loud in these common areas is prohibited. Only resort-approved music at designated pools will be permitted to be played over loudspeakers.

9.0 GUIDELINES

9.1 Violation of Guidelines

Failure to abide by these Guidelines or the Instruments (the Governing Documents) may result in temporary or permanent suspension of a member's rights and privileges.

9.2 Guideline Amendments

The Resort Manager, on behalf of the Resort, may periodically amend these Guidelines where it is deemed necessary and in the best interest of the Resort and its members. This document was updated May 2016 to reflect the new name of the Club and for branding purposes only. The last time the document was updated was in January 2015, and will remain in effect until amended. The terms used in the Guidelines have the meanings set forth in the Master Declaration, unless the context requires otherwise. Check with Member Services or the member's website for updated Guidelines.

