

HOME RESORT RULES AND REGULATIONS

The following rules and regulations have been designed to provide Club Members with information on the use and operation of the Home Resort Reservation Component at each DVC Resort. This Guide will be amended from time to time, as necessary.

I. DEFINITIONS

1. Annual Dues shall mean that portion of the operating budget for a Club Member's Home Resort that has been assessed against that individual Club Member's Ownership Interest together with the Club Member's proportionate share of the ad valorem taxes for the Ownership Interest.
2. Banking shall mean the act of a Club Member in deferring the use of all or a portion of the Club Member's Home Resort Vacation Points from the current Use Year into the next succeeding Use Year.
3. Borrowing shall mean the act of a Club Member in using all or a portion of the Club Member's Home Resort Vacation Points from the next succeeding Use Year for the purpose of securing a reservation in the immediately preceding Use Year.
4. Breakage shall mean those Use Days which have not been reserved by Club Members prior to the commencement of the Breakage Period, the use of which may only be reserved by Club Members pursuant to the priorities set forth in these Rules and Regulations.
5. Breakage Period shall mean the sixty (60) day period preceding a given Use Day, including the Holding Period.
6. Club or Disney Vacation Club shall mean the Disney Vacation Club. The Club is not a legal entity or association of any kind, but rather is a service name for the services and benefits appurtenant to and the restrictions imposed upon the use and enjoyment of Ownership Interests. These services presently include, among other things, the operation of a central reservation system consisting of the Home Resort Reservation Component and the DVC Reservation Component.
7. Club Member or Owner shall mean the owner of record of an Ownership Interest.
8. DVC Operator shall mean the entity responsible for operating the Home Resort Reservation Component for each DVC Resort and shall mean either Disney Vacation Club Management Corp., a Florida corporation, its successors and assigns or Disney Vacation Club Hawaii Management Company, LLC, a Florida limited liability company, its successors and assigns.
9. DVC Reservation Component shall mean the exchange component of the Club central reservation system through which Vacation Homes in any DVC Resort may be reserved using DVC Vacation Points.
10. DVC Resort shall mean each resort, including the Club Member's Home Resort, in which the Club Member is entitled to access and use the DVC Reservation Component and other applicable Club services and benefits.
11. DVC Vacation Points shall mean Vacation Points utilized by a Club Member to make a reservation through the DVC Reservation Component at a DVC Resort.
12. External Exchange Documents shall mean all information provided to Club Members, from time to time, regarding the operation of any External Exchange Program.
13. External Exchange Program shall mean the contractual arrangement between DVC Operator, the Association, and/or individual Club Members and/or an external exchange company or companies under which Club Members may request and reserve, under certain conditions, the use of accommodations in resorts other than the DVC Resorts.

14. Fixed Ownership Interest shall mean an Ownership Interest that has a Fixed Use Period, which gives the Owner of that Ownership Interest a guaranteed reservation right to use a specific type of Vacation Home during a specific week, as set forth in that Owner's deed.
15. Guaranteed Reservation shall mean an automatic reservation made on behalf of a Club Member who has purchased a Fixed Ownership Interest.
16. Holding Period shall mean the sixty (60) day period preceding a given Use Day.
17. Holding Account Vacation Points shall mean those Home Resort Vacation Points which have reservation rights restricted to the Holding Period because of a late cancellation by a Club Member.
18. Home Resort shall mean any DVC Resort in which a Club Member owns an Ownership Interest which is symbolized by Home Resort Vacation Points.
19. Home Resort Priority Period shall mean the period of time at each DVC Resort during which only Club Members having an Ownership Interest at that DVC Resort are entitled to request a reservation for the Vacation Homes at that DVC Resort through that DVC Resort's Home Resort Component.
20. Home Resort Reservation Component shall mean the component of the Club central reservation system through which Vacation Homes may be reserved using Home Resort Vacation Points pursuant to the priorities, restrictions and limitations set forth in these Rules and Regulations.
21. Home Resort Vacation Points shall mean Vacation Points symbolizing an Ownership Interest at a Home Resort and which Vacation Points may be utilized to reserve Vacation Homes at that Home Resort where that Ownership Interest is held.
22. Member Services shall mean the division that handles and processes reservation requests and other Club Member services for the Club from time to time.
23. Ownership Interest shall mean the property interest in a DVC Resort.
24. Reservation Points shall mean Home Resort Vacation Points used to reserve accommodations at non-DVC Resort, except accommodations available through the -RCI® External Exchange Program.
25. Rules and Regulations shall mean these Home Resort Rules and Regulations which DVC Operator in its sole, absolute and unfettered discretion determines are necessary or desirable from time to time in order to enforce the provisions of the Membership Agreement for each DVC Resort.
26. Special Season Preference List shall mean any reservation list established by Member Services from time to time for high demand Use Days at a given DVC Resort created for the purpose of allowing Club Members to have an opportunity to reserve these Use Days.
27. Transfer shall mean the assignment by one Club Member (other than Disney Vacation Development, Inc.) of the use of his or her Home Resort Vacation Points to another Club Member (other than Disney Vacation Development, Inc.) during a given Use Year.
28. Unit shall mean that portion of a DVC Resort which is subject to exclusive ownership by one or more persons.
29. Use Day shall mean a twenty-four hour period (or such lesser period as may be designated by DVC Operator from time to time) in a Vacation Home subject to use reservation by Club Members.
30. Use Year shall mean, for each Unit, the twelve-month period beginning on the first day of the month designated in each purchase agreement selling an Ownership Interest to a Club Member in that Unit and in each deed conveying an Ownership Interest to a Club Member in that Unit. All Ownership Interests in a given Unit shall have the same Use Year. The Use Year shall continue for successive twelve-month periods for so long as

the Vacation Ownership Plan continues. Any Ownership Interest purchased to supplement a Club Member's existing Ownership Interest may have the same Use Year as the Ownership Interest it supplements.

31. Vacation Home shall mean and refer to those portions of a Unit designed and intended for separate use and occupancy.

32. Wait List shall mean the waiting list for Club Members who wish to make a reservation for Use Days that are currently unavailable for reservation as set forth in these Rules and Regulations.

II. USING HOME RESORT VACATION POINTS

1. Home Resort Vacation Points. When a Club Member purchases an Ownership Interest at a DVC Resort, he or she will receive an annual allotment of Home Resort Vacation Points. Some important things to know about Home Resort Vacation Points:

- a. Home Resort Vacation Points represent the amount of real estate that a Club Member has purchased at a particular DVC Resort. The DVC Resort in which a Club Member purchases his or her Ownership Interest is that Club Member's "Home Resort." Home Resort Vacation Points are an administrative convenience and have no value of their own. A Club Member may own an Ownership Interest at more than one DVC Resort. If so, the Club Member must consider each DVC Resort where he or she owns an Ownership Interest to be that Club Member's Home Resort only as to the Ownership Interest that he or she owns at that DVC Resort.
- b. Home Resort Vacation Points provide Club Members access to the Club's central reservation system run by Member Services. The various Vacation Homes have been assigned Home Resort Vacation Point values based on the size of the Unit, season of the year, and expected demand. To make a reservation, Club Members call Member Services with their request; the appropriate number of Home Resort Vacation Points are debited from the Club Member's account when the reservation is confirmed.
- c. Home Resort Vacation Points are allotted annually on the first day of the first month of the Club Member's Use Year. Use Years are described in more detail below.
- d. Club Members will be allotted the same number of Home Resort Vacation Points every year. Home Resort Vacation Points must be used for a reservation, Banked, Borrowed, Transferred or exchanged during the Use Year they are allotted or they will expire.
- e. To initiate any transaction involving Home Resort Vacation Points, Club Members must submit a request to Member Services by phone, e-mail, or in writing.

2. DVC Vacation Points. Club Members may voluntarily participate in the DVC Reservation Component by converting all or a portion of their Home Resort Vacation Points into DVC Vacation Points to make a reservation at other DVC Resorts. Home Resort Vacation Points may not be converted into DVC Vacation Points except in connection with making a reservation through the DVC Reservation Component. In the event that a Club Member has Ownership Interests in more than one DVC Resort, Home Resort Vacation Points from multiple DVC Resorts may be combined as DVC Vacation Points for reservations made less than seven (7) months in advance. Club Members can not apply Home Resort Vacation Points from one DVC Resort as DVC Vacation Points to any other DVC Resort during the destination DVC Resort's Home Resort Priority Period. (Special rules apply to *Special Season Preference Lists*.)

3. Reservation Points. Reservation Points are Home Resort Vacation Points used to reserve accommodations at non-DVC Resorts, except accommodations available through the RCI® External Exchange Program. One Reservation Point is equivalent to one annually allotted Home Resort Vacation Point in the Central Reservation System. Reservation Points have no other relationship with or comparison to Home Resort Vacation Points, and Reservation Points are established for convenience of reference only. Reservation Points expire at the end of the Use Year in which they are allotted.

Reservation Points cannot be banked, borrowed, transferred or used to reserve accommodations through the RCI® External Exchange Program, nor to reserve accommodations at DVC Resorts. Reservation Points cannot be returned to a Club Member as Home Resort Vacation Points.

4. Use Years. A Use Year is a 12-month period beginning on the first day of a month. Each Unit in the Club Member's Home Resort has a specific Use Year assigned to it; a Club Member's Use Year is printed on the purchase agreement and DVC Member Card. Because the Use Year is tied in directly to the Club Member's Ownership Interest, the Use Year will not change for the life of his or her Ownership Interest.

Subject to the limited exceptions set forth in paragraph 5 below, at any given time, there are two (2) active Use Years--the current Use Year and the successive or next Use Year. Club Members may make reservations, Bank, Borrow, Transfer or exchange Home Resort Vacation Points allotted during the two (2) active Use Years only. (Banking, Borrowing, and Transferring are described below. Exchanges are described in "Member Benefits and Privileges" below).

5. Banking and Borrowing Home Resort Vacation Points. Club Members may expand their vacation options by "Borrowing" Home Resort Vacation Points from the next succeeding Use Year to secure a reservation in the immediately preceding Use Year. Club Members may increase their future vacation options or save unused Home Resort Vacation Points by "Banking" Vacation Points from the current Use Year into the next Use Year. Home Resort Vacation Points may be Banked or Borrowed within the same Home Resort only. Banking and Borrowing procedures are described below:

- a. Banking Home Resort Vacation Points. Any time during the first eight calendar months of a Club Member's Use Year, a Club Member may Bank up to 100% of their annual allotment of Home Resort Vacation Points to the next Use Year. After the first eight calendar months of a Club Member's Use Year, Members cannot bank any portion of their annual allotment of Home Resort Vacation Points for that Use Year. In order for Banked Home Resort Vacation Points to be used for a reservation, the Home Resort Vacation Points must be banked before the reservation is made. Once Banked, Home Resort Vacation Points cannot be Banked again into another Use Year. Also, Banked Home Resort Vacation Points cannot be returned to their original Use Year and will expire if not used. From time to time, the DVC Operator may provide for extended banking rights to Club Members during their first Use Year.
- b. Borrowing Home Resort Vacation Points. A Club Member may Borrow under the following guidelines:
 - 1) Club Members may Borrow up to one hundred percent (100%) of their allotted Home Resort Vacation Points from their next succeeding Use Year to secure a reservation in the immediately preceding Use Year.
 - 2) Once Borrowed, Home Resort Vacation Points cannot be returned to their original Use Year and will expire if not used by the end of the Use Year into which they were Borrowed, except that in the event Club Members purchase an additional Ownership Interest after Borrowing Home Resort Vacation Points, Club Members may substitute newly allocated Home Resort Vacation Points of a current Use Year for the Borrowed Home Resort Vacation Points that were used toward a future reservation and the Borrowed Home Resort Vacation Points will be returned to their original Use Year.
 - 3) Club Members may only Borrow Home Resort Vacation Points when they are ready to make a reservation and only if additional Home Resort Vacation Points are needed. Member Services will use Home Resort Vacation Points available in the current Use Year before Borrowing Home Resort Vacation Points when making a reservation.

c. Banking and Borrowing Limitations

- 1) To be eligible to participate in Banking and Borrowing, Club Members must be current on their Annual Dues and monthly mortgage loan payments (if applicable), and any other outstanding balances, including, but not limited to, fees associated with any exchange programs, miscellaneous services booked by Member Services in connection with Club Member reservations, and any incidental charges and/or balances due in relation to DVC Resort stays.
- 2) The total number of Home Resort Vacation Points combined from Home Resort Vacation Points that are allotted, Banked and Borrowed may not exceed three-hundred percent (300%) of the Club Member's Home Resort Vacation Point allotment for the current Use Year.
- 3) Banking and/or Borrowing may be suspended or limited by DVC Operator from time to time in order to maintain a proper balance of Home Resort Vacation Points in the Club's central reservation system.

d. Canceling Reservations Made With Banked or Borrowed Home Resort Vacation Points

- 1) If a Club Member cancels a confirmed reservation that was made using Banked or Borrowed Home Resort Vacation Points, the cancellation will not return those Banked or Borrowed Home Resort Vacation Points to their original Use Year.
- 2) If the reservation is canceled more than thirty (30) days before the arrival date, then those Banked or Borrowed Home Resort Vacation Points remain available for another reservation during the same Use Year into which the Vacation Points were Banked or Borrowed.
- 3) If the reservation is canceled thirty (30) or fewer days before the arrival date, then those Banked or Borrowed Home Resort Vacation Points are placed in the Holding Account. Holding Account Vacation Points may be used for another reservation during the same Use Year into which the Vacation Points were Banked or Borrowed subject to the guidelines of the Holding Account (see below - "Holding Account Vacation Points").
- 4) All Vacation Points applied to a reservation are considered used starting on the reservation arrival date. If a reservation is canceled on the date of arrival, the Vacation Points will not be refunded.

e. No Retrieval of Banked or Borrowed Home Resort Vacation Points. Once Home Resort Vacation Points have been Banked or Borrowed, they may not be returned to their original Use Year.

6. Transferring Home Resort Vacation Points Between Club Members. Transfers allow a Club Member to assign all or a portion of his or her Home Resort Vacation Points to another Club Member. Transfers are subject to the following restrictions:

- a. Both Club Members must be current on their Annual Dues and monthly payments (if applicable), and any other outstanding balances, including, but not limited to, fees associated with any exchange programs, miscellaneous services booked by Member Services in connection with Club Member reservations, and any incidental charges and/or balances due in relation to DVC Resort stays, in order to give or receive a Transfer. Both Club Members must be closed in order to participate in a Transfer.
- b. All Transferred Home Resort Vacation Points retain the Use Year of the transferring Club Member and expire at the end of the transferring Club Member's Use Year, unless they are Banked.
- c. Once Banked, Transferred Home Resort Vacation Points will expire at the end of the Transferring Club Member's next Use Year, unless they are used. In addition, Transferred Home Resort Vacation Points cannot be un-Banked or returned to their original Use Year.
- d. The Club Member who is Transferring the Home Resort Vacation Points to another Club Member is still responsible for the Annual Dues payment on those Transferred Home Resort Vacation Points.

- e. Banked or Borrowed Home Resort Vacation Points may not be Transferred.
 - f. Transferred Home Resort Vacation Points may not be Borrowed or returned to the Transferring Club Member.
 - g. If a Transfer occurs between Club Members from different Home Resorts, the Transferred Home Resort Vacation Points retain all the reservation rights of the Transferring Member.
 - 1) The recipient of the Transferred Home Resort Vacation Points may use them to make a reservation at the Transferring Member's Home Resort during the Home Resort Priority Period, or at other qualified DVC Resorts after the Home Resort Priority Period and any other applicable priority periods.
 - 2) The recipient of the Transferred Home Resort Vacation Points would not be able to use the Transferred Home Resort Vacation Points at his or her Home Resort until the end of his or her Home Resort Priority Period and any other applicable priority periods.
 - h. Transfer requests may be made by phone and must be confirmed in writing, by mail, fax or E-mail, to Member Services. DVC Operator will not assist Members in finding another party for a Transfer activity.
 - i. Club Members are expressly prohibited from receiving compensation for engaging in any Transfer activity.
 - j. During a given Use Year, only one (1) Transfer per Club Member or Club membership, either as Transferee or Transferor, will be permitted.
 - k. Only Club Members who have closed on their purchase agreement are eligible to transfer Home Resort Vacation Points.
7. Increasing Annual Home Resort Vacation Point Allotment with Additional Ownership Interests. Club Members may permanently increase their annual allotment of Home Resort Vacation Points by purchasing an Additional Ownership Interest, or "Add-On."
- a. Additional Ownership Interests may have the same Use Year as previously purchased Ownership Interests.
 - b. Certain minimum purchases of Additional Ownership Interests will be established, but may change from time-to-time. Club Members will be notified of the current minimum purchase requirements at the time that they request to purchase an Add-On.
 - c. In the year of closing Annual Dues on Additional Ownership Interests shall be calculated by prorating the Annual Dues from either the date of the purchase agreement, the first day of the Club Member's Use Year or the date on which the Club Member's Unit is available for occupancy by Club Members, whichever is later, to the end of the calendar year.
8. With respect to any Ownership Interest which has closed prior to the completion of construction, a Club Member may only use Vacation Points associated with Ownership Interests to make reservations for an occupancy date that will occur after the completion of construction of the Club Member's Unit.

III. VACATION POINT RESERVATIONS

1. Member Services. All Club Member reservations for DVC Resorts are taken by Member Services. Current operating hours are Sunday through Saturday, 9:00am to 5:30pm (Eastern Standard Time). Member Services is closed on holidays and hours are subject to change.
- a. Member Services Reservation Lines. To speak with a Member Services Vacation Advisor by phone, Club Members may call the following numbers:

1-800-800-9800	United States, Puerto Rico, Virgin Islands and most of Canada
1-407-566-3800	All Other Countries

- b. Fax Line and E-mail Address. For Club Members who do not find it convenient to call during normal operating hours, Member Services will accept reservation requests and most other reservation-related correspondence via fax or e-mail from all countries:

Fax Number:	1-407-938-4151
E-mail Address:	members@disneyvacationclub.com

- c. Telecommunications Device for the Deaf (TDD). Hearing-impaired Club Members with access to a Telecommunications Device for the Deaf (TDD) may call the following TDD-compatible phone numbers during normal Member Services operating hours:

1-800-800-9837	United States, Puerto Rico, Virgin Islands and most of Canada
1-407-566-3320	All Other Countries

2. Types of Club Members and Who Can Make a Reservation.

- a. A "Purchaser" is any person who is named on the deed conveying the Ownership Interest. Purchasers are also referred to as "Club Members". The Primary Purchaser is the first person named on the deed. All financial information pertaining to the membership, including Annual Dues statements and Form 1098 (reporting mortgage interest), will be mailed to the Primary Purchaser. To designate a different Primary Purchaser, to receive the financial information mailings, a request must be submitted to Membership Administration and must be signed by all Purchasers. All Purchasers have equal ownership rights and all Purchasers receive Member Cards.
- b. An "Associate" is a person named by the Purchaser or Purchasers who is only authorized to bank, borrow and make reservations using the Club Member's Home Resort Vacation Points. Associates do not receive Member Cards and are not entitled to the benefits and privileges that are available to a Club Member. In addition, Associates may not access financial information related to Annual Dues and/or loan pertaining to the membership.
- c. Associates are subject to all the rules and regulations to which Club Members are subject, including, without limitation, the prohibition of the use of Vacation Accommodations for commercial purposes. Associates are also subject to the following:
- 1) Associates may only be Associates for a maximum of four (4) Memberships.
 - 2) The adding of an Associate to a Club Member's account is subject to the sole and absolute discretion of DVCMC.
 - 3) An Associate can be removed from a Club Member's account, by DVCMC in its sole and absolute discretion, for violating Disney Vacation Club rules.
- d. A Corporate Member is a corporation, LLC or partnership that purchases a membership and is named on the deed.
- e. An "Officer" is a person who has been authorized to execute the purchase documentation on behalf of a Corporate Member. An Officer is entitled to all benefits and privileges that are available to a Club Member and will receive a Member Card. Officers may also access Annual Dues and/or loan information and make payments on behalf of the Corporate Member.
- f. An "Affiliate" is a person named by the Officer who is authorized to make reservations using the Corporate Member's Home Resort Vacation Points. All Affiliates must be an officer of the corporation, a member of the LLC or a partner of the partnership that owns the Ownership Interest. Affiliates are

entitled to receive the benefits and privileges of a Member and are issued a Member Card. However, Affiliates may not access financial information related to the Annual Dues and or loan pertaining to the Corporate Member's membership.

- g. Either a Purchaser or an Associate may call Member Services to request a reservation.
- h. "Guests" are non-Club Members staying with or on behalf of a Club Member. Guests are not authorized to use a Club Member's Vacation Points to make their own reservations. Club Members may make a reservation on behalf of a Guest.
- i. The "Principal Contact" is the individual who will act on behalf of all Purchasers in case there is any disagreement among multiple Purchasers regarding the use of an Ownership Interest. The Principal Contact may be someone other than a Purchaser or Associate. A Principal Contact is not entitled to the benefits or privileges of membership in the Club unless he or she is also a Purchaser or Associate. To designate a new Principal Contact, a request must be submitted in writing to Member Services. The request must be signed by the current Principal Contact and all Purchasers.

In the event DVC Operator, in its sole and absolute discretion, perceives a disagreement between or among multiple Purchasers regarding the use of the Ownership Interest (if jointly owned), DVC Operator will contact the Principal Contact for final confirmation or cancellation of the reservation in question. In all disputes between or among Purchasers of a jointly-owned Ownership Interest, the Principal Contact's decision is final and will be binding upon all Purchasers and will be upheld by DVC Operator unless DVC Operator is required to comply with a binding court order or other binding legal process to the contrary. DVC Operator assumes no responsibility for the use or non-use of the Ownership Interest in the event of a dispute or disagreement between or among Purchasers.

3. Home Resort Vacation Points Charts. A Home Resort Vacation Points Chart lists the number of Home Resort Vacation Points required to make a reservation for one of the various Vacation Homes at a given DVC Resort for a given Use Day. The determination of the required number of Home Resort Vacation Points is based on the size of the Vacation Home and expected seasonal demand for Vacation Homes at that DVC Resort. Vacation Points Charts for the various DVC Resorts will be updated from time to time.

4. Minimum Stay. The current minimum stay at any DVC Resort is one (1) Use Day. However, DVC Operator may require, from time to time, that a minimum number of consecutive Use Days for a particular season or special season be reserved. The number of consecutive Use Days required to be reserved shall in no event exceed five (5) Use Days.

5. First Come, First Served Reservations. Reservation requests for DVC Resorts are taken on a first come, first served basis. All Vacation Homes are reserved on a space-available basis. To request a reservation at their Home Resort, Club Members may call Member Services no earlier than eleven (11) months prior to the desired check in day, plus up to seven (7) consecutive days after the desired check in day.

6. Home Resort Priorities and Reservations at Other DVC Resorts

a. Home Resort Priority Period

- 1) From eleven (11) months through and including eight (8) months in advance of their desired check in day, plus up to seven (7) consecutive days after the desired check in day, Club Members have exclusive access to reservations at their Home Resort. During the Home Resort Priority Period, only Club Members who have Ownership Interests at the Home Resort and who are using Home Resort Vacation Points will be able to request reservations at their Home Resort.
- 2) Members who wish to reserve Vacation Homes at other DVC Resorts may begin requesting reservations seven (7) months in advance of their desired check in day, plus up to seven (7)

consecutive days after the desired check in day. During this period, all Club Members will be able to request reservations at all DVC Resorts.

- 3) All reservations are on a first-come first-served basis.
- 4) DVC Operator may increase or decrease the length of the Home Resort Priority Period; however, the Home Resort Priority Period will never be shorter than one (1) month.

b. Club Members with Ownership Interests at Multiple DVC Resorts

- 1) In the event that a Club Member has Ownership Interests in more than one DVC Resort, Home Resort Vacation Points from multiple DVC Resorts may be combined as DVC Vacation Points for reservations made less than seven (7) months in advance.
- 2) If a Club Member requests a Home Resort reservation during the Home Resort Priority Period and the reservation requires more Home Resort Vacation Points than the Club Member has available in that particular Home Resort, he or she may borrow Home Resort Vacation Points from that particular Home Resort's next Use Year, subject to all Borrowing guidelines. Or, at the end of that particular DVC Resort's Home Priority Period, Club Members may use their Home Resort Vacation Points from other DVC Resorts as DVC Vacation Points to complete the reservation.
- 3) Club Members cannot apply Home Resort Vacation Points from one DVC Resort as DVC Vacation Points to any other DVC Resort during the destination DVC Resort's Home Priority Period.

7. Other Priority Periods. DVCMC may establish other priority periods from time to time and as demand necessitates, such as a continental priority period in the event any DVC Resorts located outside of North America are associated as DVC Resorts.

8. Wait List. If a Club Member requests specific dates that are unavailable in a DVC Resort, then he or she may request to be placed on a Wait List. Wait Lists are administered under the following guidelines:

- 1) Member Services will maintain a Wait List for each DVC Resort. To add their name to a Wait List, Club Members must call, e-mail or write Member Services with their requests.
- 2) Club Members may maintain up to only two active Wait List requests per Membership, Per Use Year.
 - a) If a Membership has two active Wait List requests in the same Use Year and the Member would like to be added to another Wait List, one of the existing requests must be cancelled before a new request can be created. Each request, however, will be handled separately, and Club Members will receive no special priority by having one or more requests on any Wait List.
- 3) All requests must represent the entire length of time desired in the requested accommodation type. Wait List requests must be for consecutive days of a stay and may not be submitted as multiple or "night-by-night" requests.
- 4) Member Services will research requests until thirty (30) days before the requested reservation is to begin. A Club Member must call, e-mail or write Member Services if he or she would like Member Services to continue searching for a reservation from thirty (30) to seven (7) days before the requested arrival date. All requests that cannot be fulfilled will be removed from the Wait List.
- 5) Club Members requesting reservations at DVC Resorts other than their own Home Resort will not be placed on the Wait List during that DVC Resort's Home Resort Priority Period or, if applicable, any other priority period.
- 6) The Wait List does not supersede any applicable *Special Season* Preference Lists.
- 7) Member Services, in its sole and absolute discretion, in order to increase the efficiency of the Wait List process, will provide automatic confirmations of matching availability for requests received. In other

words, if a Wait List request is matched by Member Services, then Member Services will confirm a reservation of the requested accommodations and conflicting reservation(s) will be cancelled. Member Services will not be obligated to contact the Club Member in advance of confirming the Wait Listed request and cancelling the conflicting reservation(s). Such automatic confirmations will be issued according to the guidelines stated herein; provided, however, that Club Members shall be advised, in advance of making a Wait List request(s), of any additional guidelines relevant to automatic confirmations.

- 8) Member Services, in its sole, absolute and unfettered discretion, may: (i) amend or eliminate any Wait List at any time; (ii) limit the number of Club Members on any Wait List at any time; and (iii) limit or deny Club Member requests to join any Wait List, if DVC Operator, in its reasonable business judgment, determines that such limitation would be for the principal purpose of improving upon the quality and operation of the Wait List and furthering the collective enjoyment of the use of the Vacation Homes by Club Members taken as a whole.
- 9) Member Services, in its sole, absolute and unfettered discretion may, from time to time, offer Club Members Wait List opportunities that can alter or amend their Wait List options. Such opportunities will be made available according to guidelines established by Member Services, and are not transferable or assignable. Club Members are not obligated to accept such opportunities.

9. Breakage Period Priorities. The "Breakage Period" is the period sixty (60) days before a given Use Day. During this period, Club Members may contact Member Services to reserve Vacation Homes, subject to availability. Some or all of this inventory may be made available for rental reservations if it is anticipated that the Vacation Homes will not be utilized by Club Members. If a reservation request is not received by Member Services by the beginning of the Breakage Period, Member Services' ability to confirm the reservation request will be limited by and subject to the following:

- 1) Any reservations made by DVC Operator for Vacation Home maintenance.
- 2) Any reservation requests contained in the Wait List.
- 3) Any rental reservations made by third parties prior to Member Services' receipt of a reservation request.

Club Members are encouraged to submit reservation requests as far in advance as possible to obtain the best choice of Vacation Homes and dates.

10. Developer Model Room Reservations. At one or more of the DVC Resorts, Disney Vacation Development, Inc., has an easement and the right, pursuant to the governing documents for such DVC Resort, to use its Home Resort Vacation Points to indefinitely reserve one or more Vacation Homes for use as models. The reservation priorities of the Rules and Regulations are subject to the developer's right to reserve Vacation Homes for use as models.

11. Special Season Preference Lists. Because of high demand at DVC Resorts during certain periods, DVC Operator may, but is not obligated to, establish *Special Season* Preference Lists at any one or all DVC Resorts. The purpose of the lists is to provide all Club Members with an equal opportunity to make reservations during specific high-demand periods. Club Members will receive adequate notice of the establishment of any *Special Season* Preference Lists.

All reservation requests that include a day covered by a *Special Season* Preference List are subject to the following guidelines:

- 1) Club Members are added to a *Special Season* Preference List on a first come, first served basis by calling Member Services. If more than one *Special Season* Preference List is established, either at a single DVC Resort or at multiple DVC Resorts, then Club Members may sign up for each list separately. However, an Ownership Interest may only be represented once per *Special Season* Preference List.

Each *Special Season* Preference List is administered independently of any other *Special Season* Preference List.

- 2) DVC Operator may institute minimum stay requirements for any *Special Season* Preference List. Reservation requests that include a day covered by a *Special Season* Preference List are subject to such minimum stay requirements.
- 3) DVC Operator may impose limitations on the number of reservations allowed per membership. Reservation requests that include a day covered by a *Special Season* Preference List are subject to such limitations on the number of reservations per membership.
- 4) Member Services may begin contacting Club Members on the *Special Season* Preference List up to fifteen (15) months before the designated special season. Club Members will be contacted in the order that their *Special Season* Preference List request was received by Member Services.
- 5) If a Club Member accepts a special season reservation offered by Member Services, he or she will be removed from that DVC Resort's *Special Season* Preference List after receiving a confirmed reservation. Club Members will also be removed from the *Special Season* Preference List if they confirm a special season reservation received through a cancellation. If a Club Member declines a special season reservation the first time it is offered, his or her name will remain on the *Special Season* Preference List for one (1) additional year (if applicable).
- 6) The second time a Club Member declines a special season reservation, the Club Member's name will be removed from that DVC Resort's *Special Season* Preference List. Club Members who wish to remain on the same *Special Season* Preference List must submit a new request to Member Services. Member Services will add their request at the bottom of that DVC Resort's *Special Season* Preference List.
- 7) If a Club Member cancels a confirmed reservation made through a *Special Season* Preference List, his or her name will not be returned to the list. Club Members who wish to remain on the same *Special Season* Preference List must submit a new request to Member Services. Member Services will add their request to the bottom of a *Special Season* Preference List.
- 8) *Special Season* Preference Lists are not subject to the four (4) month Home Resort Priority Period. *Special Season* Preference Lists are subject to a one (1) month Home Resort Priority Period. Therefore, during the thirteenth (13th) month in advance of their desired check in day, Club Members have exclusive access to reservation requests for *Special Season* Preference Lists at their Home Resort. During this special season Home Resort Priority Period, only Club Members who have Ownership Interests at the Home Resort and who are using Home Resort Vacation Points will be able to request reservations at their Home Resort for a special season. Other Club Members who wish to reserve Vacation Homes at the DVC Resort hosting the special season may begin requesting reservations twelve (12) months in advance of their desired check in day. During this period, all Club Members will be able to request reservations at all DVC Resorts for special season periods. All other Home Resort Priority Period rules apply to the special season priority periods.
- 9) Where appropriate, Member Services may institute a lottery system for selecting Club Members from a *Special Season* Preference List to receive a confirmed reservation.

12. Confirmations and Vacation Home Preferences

- 1) While written reservation confirmations are normally mailed to the Primary Purchaser by Member Services, any Club Member may request to receive the reservation confirmation instead of the Primary Purchaser.

- 2) The confirmation specifies the particular Vacation Home type as well as arrival and departure times, check in and check out times, and other reservation information. Special room requests, such as ground level Vacation Homes, specific buildings or views, will be noted as a preference in the reservation record but cannot be guaranteed.
- 3) Specific Vacation Homes are not assigned at the time of reservation. The DVC Resort front desk will assign a specific Vacation Home on or near the day of check in.
- 4) Member Services should be notified if any Club Members or Guests have medical conditions that require the use of specially equipped Vacation Homes.

13. Cancellations and Changes to Confirmed Reservations. If a Club Member cancels a confirmed reservation more than thirty (30) days before arrival, the Home Resort Vacation Points used to make that reservation will be fully restored to the Club Member. If a reservation is changed more than thirty (30) days before arrival and the revised reservation uses fewer Home Resort Vacation Points than the original reservation, the remaining Home Resort Vacation Points will also be fully restored to the Club Member. The restored Home Resort Vacation Points may be used according to the standard guidelines during the remainder of that Use Year, subject to availability.

If a Club Member cancels a confirmed reservation thirty (30) or fewer days before arrival, the Home Resort Vacation Points used to make that reservation are placed in a Holding Account. If a reservation is changed thirty (30) or fewer days before arrival and the revised reservation uses fewer Home Resort Vacation Points than the original reservation, the remaining Home Resort Vacation Points are placed in a Holding Account. Holding Account Vacation Points are described in more detail below.

All of the Vacation Points applied to a reservation are considered used starting on the reservation arrival date. If a Club Member cancels a confirmed reservation on the date of arrival, the Club Member is not entitled to a refund of the Vacation Points or any portion thereof.

14. Holding Account Vacation Points. If a confirmed reservation is canceled thirty (30) days or less before the arrival date, the Home Resort Vacation Points used to make that reservation are placed into a Holding Account. "Holding Account Vacation Points" are subject to the following restrictions:

- 1) Holding Account Vacation Points can only be used to book reservations within sixty (60) days of check in.
- 2) Holding Account Vacation Points must be used for reservations during their Use Year. Any Holding Account Vacation Points remaining in the Holding Account at the end of the Use Year will expire.
- 3) Holding Account Vacation Points cannot be Banked.
- 4) Holding Account Vacation Points used to reserve and stay during the last 60 days of a Use Year may be used for reservations at any DVC Resort.

15. Check In and Check Out Times. Check-in time for all Disney Vacation Club Resorts is after 4:00 p.m. Check-out time for all Disney Vacation Club Resorts is by 11:00 a.m. The front desk must be notified and approve any exceptions to these times.

16. Late Arrivals and No-Shows. If Club Members or their Guests fail to check in on their arrival day, they must notify Member Services or the destination DVC Resort's front desk of their revised arrival time. Club Members do not receive an extension of their reservation or a partial refund of Home Resort Vacation Points due to late arrivals or check ins or failure to cancel prior to the arrival date. If their party does not check in and fails to notify Member Services or the DVC Resort of their revised plans, Club Members will lose all of the Home Resort Vacation Points used to make that reservation and are not entitled to any refund.

17. Early Check outs. All of the Home Resort Vacation Points applied to a reservation are considered used starting on the reservation arrival date. Club Members are not entitled to a partial refund of Home Resort Vacation Points if their party checks out before the scheduled departure date.

IV. GUARANTEED RESERVATIONS (FIXED OWNERSHIP INTERESTS ONLY)

1. For each Club Member who owns a Fixed Ownership Interest, Member Services will automatically book that Club Member's Guaranteed Reservation every year prior to the beginning of the applicable Home Resort Priority Period. All Vacation Points associated with a Fixed Ownership Interest shall be used to make the Guaranteed Reservation.
2. Once the Guaranteed Reservation is booked for a Club Member, no changes may be made to the Guaranteed Reservation except for changes as to party mix and guest names.
3. For all Guaranteed Reservations, check-in is on Sunday and check-out is on the following Sunday. If a Club Member arrives late or leaves early for the Club Member's Guaranteed Reservation, any unused days are forfeited and the Club Member receives no credit for unused days.
4. In the years that a Club Member uses the Guaranteed Reservation, all of the Vacation Points associated with that Fixed Ownership Interest for that year will be applied towards the Guaranteed Reservation, regardless of how many Vacation Points would otherwise be necessary to make that specific reservation if the Club Member did not have a Fixed Ownership Interest. When a Club Member uses the Guaranteed Reservation, the Club Member has no more Vacation Points available for use that year, even if the number of Vacation Points required to make that specific reservation as reflected on the Vacation Points Chart is less than the number of Vacation Points associated with the Fixed Ownership Interest.
5. In any given year, a Club Member may elect to opt out of the Guaranteed Reservation by calling and advising Member Services that the Club Member is opting out of his/her Guaranteed Reservation for that year. If the Club Member opts out of his/her Guaranteed Reservation, the Club Member may use the Vacation Points associated with the Fixed Ownership Interest to make a reservation in accordance with these Home Resort Rules and Regulations, subject to availability. A Club Member's election to opt out of his/her Guaranteed Reservation must be made more than thirty (30) days prior to the Guaranteed Reservation arrival date.
6. Home Resort Vacation Points related to a Fixed Ownership Interest may not be Banked, Borrowed or Transferred unless the Club Member has opted-out of or cancelled his/her Guaranteed Reservation for the Use Year during which the Club Member intends to use Vacation Points for such other purposes. If, in any year, a Club Member wants to Bank Vacation Points into the following year, the Club Member must first opt out of the Guaranteed Reservation for the current year. If, in any year, the Club Member wants to Borrow Vacation Points from the following year, the Club Member must first opt out of the Guaranteed Reservation for the following year. If, in any year, the Club Member wants to Transfer Vacation Points, the Club Member must first opt out of the Guaranteed Reservation for the applicable year.
7. Once a Club Member opts out of a Guaranteed Reservation, the opt-out is final, and a Club Member cannot change his/her mind and re-instate the Guaranteed Reservation for that year.
8. If Club Members or their Guests fail to check in on their Guaranteed Reservation arrival day, they must notify Member Services or the Resort's front desk of their revised arrival day in advance. Club Members do not receive an extension of their reservation or a partial refund of Home Resort Vacation Points due to late arrivals or check ins or failure to cancel prior to the arrival date. If their party does not check in and fails to notify Member Services or the Resort of their revised plans, Club Members will lose the Home Resort Vacation Points associated with the no-show dates and are not entitled to any refund.
9. All of the Home Resort Vacation Points applicable to a Fixed Ownership Interest are considered used starting on the reservation arrival date for the Guaranteed Reservation. Club Members are not entitled to a partial refund of Home Resort Vacation Points if their party checks out before the scheduled departure date.

10. If a Club Member opts out of or cancels a Guaranteed Reservation thirty (30) or fewer days before the Guaranteed Reservation arrival date, the Home Resort Vacation Points associated with that Fixed Ownership Interest are placed in a Holding Account. If a Club Member opts out of or cancels a Guaranteed Reservation on the Guaranteed Reservation arrival date, the Club Member is not entitled to a refund of the Vacation Points associated with the Fixed Ownership Interest or any portion thereof. Holding Account Vacation Points are described in more detail in paragraph 14 ("Holding Account Vacation Points") of Article II ("Vacation Point Reservations").

V. MEMBER BENEFITS AND PRIVILEGES

1. Disney Vacation Club Member Card

- 1) Each Club Member named on the deed of an Ownership Interest will receive a Disney Vacation Club Member Card ("DVC Member Card"). The Member Card includes the name of the Club Member, his or her Membership number, and the Club Member's Use Year.
- 2) DVC Member Cards will not be issued to Associates. DVC Member Cards will not be issued to the Principal Contact unless he or she is also a Club Member.
- 3) Each DVC Member Card has an expiration date printed on it. Club Members will be issued new DVC Member Cards or validation stickers as long as they maintain their Annual Dues and monthly mortgage loan payments (if applicable).
- 4) Presentation of the DVC Member Card may be necessary to receive certain Club Member benefits and privileges.

2. Club Member Benefit Programs. From time to time, DVC Operator may establish special Club Member benefit programs to enhance membership for Club Members. Participation in any Club Member benefit program is completely voluntary. These special programs are not a component of any Ownership Interest or Additional Ownership Interest. Some or all Club Member benefit programs may be canceled or terminated at any time.

3. Making Reservations for Non-Club Members

- 1) Club Members may use their Home Resort Vacation Points to reserve Vacation Homes that will be occupied by non-Club Members.
- 2) When a Club Member uses his or her Home Resort Vacation Points to reserve Vacation Homes on behalf of a non-Club Member, and the Club Member does not charge any rental or other fees to the non-Club Member for the reservation, the non-Club Member is eligible for all or some of the Club Member privileges and benefits that a Club Member would normally receive during his or her stay in the reserved Vacation Home. If the non-Club Member is renting, it is the responsibility of the Member to notify Member Services when making the reservation. Member privileges and benefits cannot be extended to non-Club Members who rent Vacation Homes from Club Members.

4. External Exchange Programs. Club Members may occasionally exchange out to non-DVC Resorts through several External Exchange Programs offered through DVC Operator or Buena Vista Trading Company using Home Resort Vacation Points allotted in a Use Year which does not expire within one hundred twenty days (120) days; provided, however, that for exchanges through the RCI Exchange Program and exchanges to Disneyland California hotels, the one hundred twenty day (120) limitation does not apply. For further information regarding External Exchange Programs reservations, please consult the appropriate External Exchange Program disclosure document or call Member Services. Important legal information regarding the External Exchange Programs can be reviewed in the appropriate External Exchange Program disclosure document.

VI. DISNEY VACATION CLUB RESORTS

1. Lock-Off Vacation Homes. Some two-bedroom Vacation Homes at the DVC Resorts have a "lock-off" capability. Two-bedroom lock-off Vacation Homes have two doors between the second bedroom and the rest of

the Vacation Home. These doors can be closed and locked independently, creating separate "studio" and "one-bedroom" Vacation Homes. The studio typically features a kitchenette and a private porch. Two-bedroom lock-off Vacation Homes and dedicated two-bedroom Vacation Homes have the same Vacation Point reservation values. Home Resort Vacation Point reservation values for studios and one-bedroom Vacation Homes are shown on the Vacation Points Chart.

2. Housekeeping. Club Members or their Guests receive the following housekeeping service during a DVC Resort stay reserved with Home Resort Vacation Points:

- 1) All Vacation Homes will be cleaned prior to check in.
- 2) For stays of seven (7) or less consecutive nights in the same Vacation Home, the DVC Resort will provide a "Trash & Towel" service on the fourth consecutive day of the stay. During a "Trash & Towel" service, housekeeping will:
 - Empty the trash and put new liners in the trash bins.
 - Provide fresh bathroom linens.
 - Replace facial tissues, paper towels and toilet paper.
 - Replace coffee, sugar, cream, and sweeteners.
 - Replace dish washing liquid, dish washing detergent, sponges and laundry detergent.
- 3) For stays of eight (8) consecutive nights or more in the same Vacation Home, the DVC Resort will provide:
 - a) One (1) "Full Cleaning" service on the fourth consecutive day of the stay. During a full cleaning, housekeeping will:
 - Provide all of the services included in a "Trash & Towel" cleaning.
 - Change the bed linens.
 - Vacuum and dust the Vacation Home.
 - Clean the Bathroom(s).
 - Clean the Kitchen/Kitchenette and wash the dishes.

Full cleanings do not include laundering of personal items.

 - b) Following the initial Full Cleaning service, housekeeping will provide another Full Cleaning Service every eight (8) consecutive days in the same Vacation Home.
 - c) Following the initial check in, a "Trash & Towel" will be provided every eight (8) consecutive days reserved in the same Vacation Home.
- 4) For stays of more than eight (8) consecutive days in the same Vacation Home, the Full Cleaning/"Trash & Towel" cycle will begin again.
- 5) Club Members and their Guests may request clean linens, toiletries, etc., by calling the DVC Resort's housekeeping department. Additional fees may be charged for such requests. Supplemental cleaning services are available for a fee and may be arranged through either Member Services or the DVC Resort's front desk.
- 6) All Vacation Homes will be cleaned following check out.

VII. DISNEY VACATION CLUB OPERATIONS

1. Annual Dues. Around the beginning of each calendar year, Club Members will receive a statement of Annual Dues for their share of common expenses, reserves and ad valorem taxes at their Home Resort. Annual Dues are based on calendar years, not on Use Years. These Annual Dues may be paid by:

- 1) A single lump-sum payment due on or before January 15th. (Annual Dues are considered past due on February 15th or the arrival date of a reservation made with Home Resort Vacation Points, whichever is earlier. If the Club Member's payment arrives on or after February 15th, interest will accrue from January 15th, and a late fee may be imposed); or
- 2) Equal monthly direct debit installments collected by the 1st or 15th of each month. The number of such installments will be determined by the mailing of the statement of Annual Dues. (The monthly payment option is only available on a direct debit basis from a U.S. bank account.)

Notwithstanding the Annual Dues payment procedure set forth herein, the board of directors of the Association may amend the due date, past due date, the number of direct debit installments and the collection date for direct debit installments from time to time in its sole, absolute and unfettered discretion.

2. Lock-Out. Pursuant to the governing documents for each DVC Resort and applicable law, DVC Operator is authorized to deny membership privileges to any Owner who fails to pay Annual Dues with respect to any Ownership Interest that Owner owns ("Lock-out"). Reservations associated with a membership that is in Lock-out status may be canceled and all cancellation fees/penalties will be the responsibility of the Owner. Lock-out status will prevent Owners from making any reservations through their membership, checking in at any Disney Vacation Club Resort in the event of a confirmed reservation, banking or borrowing points, or using the Member Getaways program. It will also prohibit the use of any of the accommodations and facilities thereat unless and until the total amount of the delinquent Annual Dues is satisfied in full with guaranteed funds.

3. Amendments. DVC Operator reserves the right to amend these Rules and Regulations, in its sole, absolute and unfettered discretion. These changes may affect a Club Member's right to use, exchange and rent the Club Member's Ownership Interest and impose obligations upon the use and enjoyment of his or her Ownership Interest and the appurtenant Club Membership. Club Members will be notified of any such changes through Member Services publications. Current publications supersede prior publications with respect to the terms and conditions of these Rules and Regulations.