

PORTOLA COUNTRY CLUB HOMEOWNERS ASSOCIATION

Restated Rules & Regulations

Amended by the PCCHOA Board on May 19, 2016

REMINDER: YOUR POSITIVE, HELPFUL ATTITUDE WILL BENEFIT YOU AND ALL PORTOLA COUNTRY CLUB HOMEOWNERS' ASSOCIATION OWNERS AND RESIDENTS.

I. GENERAL RULES

- A. Definitions.** Unless otherwise specified in these Rules and Regulations, the definitions set forth in Article I of the Association's Restated Declaration of Covenants, Conditions and Restrictions for Portola Country Club Homeowners' Association, recorded on May 7, 2015, as Instrument No. 2015-0189140 of Official Records of the County Recorder of Riverside County (hereafter "Restated CC&Rs"), apply to these Rules and Regulations (some of which are attached hereto as **Exhibit A** for your ease of reference). In addition, some additional definitions have been created specifically for the Rules and Regulations and those are also set forth in Exhibit A and made a part hereof by this reference. Terms that are capitalized herein will have a definition listed in Exhibit A if not already defined in the rule itself.
- B. Conduct.**
1. All Owners, their residents, tenants, family and/or Guests are presumed to conduct themselves as ladies and gentlemen, with due consideration for each other and towards any members of the Association, the Board of Directors, Association committee members, any employees of the Association, members of the Association's management company as well as employees of Association vendors (hereinafter "Staff"). The Board of Directors has the power to discipline any person for any conduct, which in its opinion tends to endanger the welfare, interest or character of the Association, as well as for violations of any of the Association's rules and regulations.
 2. Owners are responsible for the conduct of their Residents, guests, family, and/or renters, and all service personnel, vendors, contractors, and any other invitees.
 3. Improper conduct, obscenities, verbal or physical threats by Owners, tenants, family and/or guests will not be tolerated. Actions by any person of any nature, particularly in the Common Area, which may be dangerous, create a health or safety hazard, and/or create a hostile environment toward Staff are not permitted.

4. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the Common Area amenity promptly when so directed, the person in charge of the facility at the time, i.e., Board Member or management company representative, shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident should be obtained and delivered to the Association as soon as possible.
5. The Association considers a violation of any of the foregoing rules a serious violation, which will subject the violating Owner/Resident to immediate disciplinary action. Said disciplinary action shall include possible imposition of a monetary penalty, suspension of the Owner's voting and/or suspension of the Owner's privileges for use of the common area and recreational facilities.
6. Parents are responsible for and must control their children with due regard to the wishes and comfort of other residents (see other areas within the Rules and Regulations for age requirements to use the Common Area amenities).
7. No person shall damage or destroy the Association's Common Area property. The Owner of each Residential Lot shall be liable to the Association for all damage to the common area or to any improvements thereon or thereto, caused by Owner, Owner's family, tenants, guests or invitees. After due process, the Board may levy an Enforcement Assessment / Reimbursement Assessment against an Owner and/or Residential Lot to reimburse the Association for costs incurred in repairing any damage. Reimbursement Assessments shall be collected in the same manner as regular assessments.
- C. Loss or Damage.** The Association will not be responsible or liable for the loss of or damage to personal property belonging to an Owner or resident including but not limited to, clothing, golf equipment, golf carts, automobiles and/or other valuables.
- D. Pets.** The Association falls under the jurisdiction of the City of Palm Desert and the County of Riverside.
 1. Except for dogs within PCC Dog Park, any pet not within an enclosed area (such as the Residential Unit or a dog run) located on the Residential Lot, must be restrained by a leash not over ten (10) feet in length. Cats are not allowed to roam the common area.
 2. Except for service animals, at no time will pets be permitted in the clubhouse, tennis / pickle ball courts, pool area, bocce courts or on the golf course.
 3. People walking a pet within the Common Area MUST have the pet leashed and must carry a proper utensil for the removal and disposal of the pet's waste.
 4. No dog or pet of any kind shall be tied up in the common area and/or left unattended and tied up at any outdoor location including within a Residential Lot.
 5. Pets are not allowed to enter and/or soil another Residential Lot (**which begins at the**

curb). Pet waste must be disposed of at the Owner's property (not at any other Residential Lot or Common Area).

6. Pet owners may walk their pets on the common area but never on the golf course and bocce courts. Dogs may be walked on the non-golf Common Area greenbelts, the twelve foot (12') grass strips bordering the golf course and the grass median separating traffic on Quicksilver. They may also be walked on the common area greenbelt adjacent to the Bodie pool and Azurite pool. Dogs, however, are NOT allowed to urinate against pool fences.
 7. Only four (4) Pets are allowed per Residential Lot.
 8. Pets are not allowed to make or cause noise of sufficient volume to be a continuous distraction to neighboring residents. Continuous barking **must** be attended to immediately by the owner so as not to disturb the surrounding residents.
 9. The Board can prohibit the keeping of any pet or other animal that, in the sole and exclusive opinion of the Board, constitutes a nuisance.
 10. Each person bringing, keeping or permitting another person to bring or keep a pet or other animal upon the Project shall be liable to the other Owners, their family members, guests, invitees for any damage to persons or property caused by such pet.
 11. Feeding of water fowl, fish or feral/wild animals is not allowed.
 12. Except for dogs within the PCC Dog Park, pets within the common area that are not on a leash may be considered strays and Animal Control contacted.
 13. Use of the PCC Dog Park will be according to posted rules as approved by the Board of Directors.
 14. Exercising dogs by using a golf cart, bicycle, scooter or other mechanical device is prohibited. The exception to this rule is for people whose mobility is dependent on the use of the motorized device such as a wheelchair or scooter.
 15. Service dogs must be registered with the Association office with proper documentation.
- E. Speed Limits.** There is a posted maximum speed limit within PCC which must be obeyed at all times.
- F. Vehicular Regulations** (For all power driven vehicles inclusive of golf carts ("Vehicles") and bicycles). The following regulations have been established in conformity with the vehicular code of the County of Riverside and the State of California applicable to residential areas:

1. Loud noises or noxious odors from motor vehicles (including motorcycles, motorbikes, mini-bikes or motor scooters) are prohibited.
2. Reckless operation in or on any vehicle is prohibited.
3. Unlicensed motor vehicles, other than golf carts (as provided in the vehicular code), are not permitted on the Association's streets.
4. All Owner's and Resident's Vehicles must be registered with the Association Office and must display a PCC decal.
5. Unlicensed drivers shall not be permitted to drive any motor vehicle or golf cart on Association streets and Common Areas. In case of a special individual need, Owner or Resident may obtain written permission for an unlicensed driver to drive a golf cart on Association streets, if approved by the Board of Directors.
6. All Vehicles must have front and rear lights when operated from sundown to sunrise.
7. All Vehicles and bicycles must stop for posted stop signs.
8. No Vehicle shall contain more passengers than the number of seats available in the Vehicle.
9. All Vehicles and bicycles shall be driven on the right side of two-way streets.
10. All Vehicles and bicycles shall be driven with the flow of traffic on divided streets.
11. All Vehicles and bicycles must obey all traffic rules.
12. When driving a Vehicle, minors with a Learner's Permit must be accompanied by a licensed driver.
13. Vehicles may not display a "For Sale" sign when parked on streets or the Common Area.
14. Motor vehicle disabled parking areas are reserved for motor vehicles showing a current registered government issued disabled persons' license plate or placard.
15. Golf cart disabled parking areas are reserved for golf carts showing a current PCC red flag, which shall be issued by the Association after the Owner or Resident provides either a disability placard or a doctor's note/approval for the flag.
16. Applications and flags are available from the Association Office. A fee is charged for the flag.
17. Any Vehicle parked on Common Area streets which may block another resident's

driveway is subject to removal at the vehicle owner's expense.

18. All Vehicles shall be parked in the direction of the flow of traffic, on the right side, and within 18" of the curb, CA VC Sec 22502(a).
19. No parking is allowed:
 - (a) on the driveway between and around the south tennis court (excludes golf carts)
 - (b) at the Clubhouse within the red marked fire lane
 - (c) within fifteen feet (15') of any fire hydrant (CA VC Sec 22514)
 - (d) in front of curbs painted red
 - (e) in the maintenance yard or RV lots except by those with the proper permits or decals. Exceptions will only be made for emergency situations as approved by the Association Office. (Permanent designated employee parking will be managed by the Association Office Manager and the Board of Directors based on space and location requirements.)
 - (f) on upper back deck at Clubhouse unless the golf cart has a valid red flag
 - (g) if it blocks mailboxes.
20. Except for emergencies, no commercial vehicle shall be parked on streets or any common area between the hours of 10:00 P.M. and 6:00 AM. No recreational or commercial vehicle shall be parked on any Residential Lot unless approval, in writing, is given by the Board of Directors.
21. No conventional passenger vehicle, or any other motorized vehicle of a Resident and/or any other invitee/person/entity, may be parked upon any street within the Property overnight between the hours of 2:00 a.m. and 6:00 a.m. without written approval by the Association.
22. Vehicles shall not be permitted to double-park on any street at any time.
23. No inoperable Vehicle may park on any street or Common Area for more than twenty-four (24) hours, without approval from the Association Office. Such inoperable Vehicle is subject to removal at the vehicle owner's expense.
24. All Vehicles must be parked on cement pads, tiles, bricks or pavers. No parking on dirt, rocks or grass surfaces.
25. Residents shall not park in designated overnight Guest parking areas unless approved

in writing by the Association Office.

26. Guests may park overnight in designated parking areas with prior permission from the Association Office and a parking placard, issued by the Association Office. Overnight guest parking is available at the Clubhouse or Diadomite parking lot with a placard from the Association Office. The placard must be visible on the dashboard.
27. Disabled vehicles, including golf carts, parked on the Residential Lot must not be visible from the street.

G. Recreational Vehicles

1. Resident and Owner's RVs may not be stored or parked on individual Residential Lots, streets, driveways or parking lots or any other portion of the Common Area, except for a maximum consecutive 48 hour period for loading and unloading **ONLY** for a total of 96 hours in any given month. Residents/Owners shall obtain a temporary placard from the Association Office to display in the RV front window to cover the 48 hour period. Request for an extension to the stated maximum period must be approved by the Association's General Manager.
2. Guests are not entitled to this 48 hour RV parking allowance. If space is available and at the discretion of the Association, Guests shall obtain a placard from the Association Office to park only in areas designated by the Association Office and stated herein.
3. No storage of RV's is allowed on any Residential Lot within PCC except for the RV Lots designated for such purpose.
4. **No camping in, sleeping or any occupation** of any RV is permitted in PCC. The RV lots are for storage and maintenance only.
5. Electrical or water services in Lots 1 and 2 are for maintenance purposes of RV's only. No vehicle may use any electrical or water services within the Clubhouse area and/or any other Common Area. Water obtained from hose bibs or irrigation systems **may be unsafe** for human consumption.
6. No inoperable Recreational Vehicle of any type shall be parked on any street or parking area without approval of the Association Office and is subject to removal at the Recreational Vehicle owner's expense.

H. Recreational Vehicle Lots Rules.

1. Owners or Residents desiring an RV space for storage of an RV must fill out an application and sign an agreement which provides that the Association is granting a limited non-exclusive license for use of a space in the RV Lots and that Owner/Resident agrees to abide by the RV Lots rules and regulations contained

herein. The application/agreement must be obtained from the Association office.

2. Applicants must show proof of current registration and proof of insurance for an RV before an application will be accepted.
3. Renters may store an RV within the RV Lot so long as said Renter agrees in writing to follow the RV Lots rules set forth herein and has provided a letter evidencing the Owner of the Residential Lot's approval and financial responsibility for the Renter's use of the RV Lots and applicable storage fees.
4. Use of an RV space by a non-resident of the Association is prohibited unless they are an Owner's or Resident's immediate family member, space is available and the space use is approved by the Association. The family member (RV owner wanting to occupy the RV space) must complete an application/agreement. The Owner or Resident shall bear the financial responsibility of the family member's use of the RV Lot and must pay the non-resident fee. However, if a new application is submitted by an Owner or Resident and no other space is available, the immediate family member shall have his/her use of the RV Lots terminated on 5 days' written notice at the discretion of the Association.
5. If the RV is sold, the Owner or Resident must notify the Association Office and vacate the space within 72 hours unless an extension is approved by the Association Office.
6. If an Owner or Resident intends to replace a sold RV, it must be done within thirty (30) days, unless an extension of time is approved in writing by the Association otherwise the space will be reassigned.
7. When an RV is replaced, the Owner or Resident must complete a new RV form available in the Association Office within ten (10) days of purchase.
8. Commercial rigs, golf carts, automobiles, tow vehicles, or other non-recreational vehicles are prohibited from using the RV Lots unless approved by the Association.
9. RV spaces must be kept clean.
10. RV must have a current registration and must be maintained and operable, enabling movement in case of an emergency.
11. Reassignment of existing RVs from Lot #2 to Lot #1 will be done on an individual basis at the time a vacancy exists. Issues such as safety, number and size of RV's on the waiting list, etc., will be considered.
12. For safety reasons, Lot #2 will be restricted to motor homes of 30 feet or less, and/or trailers or 5th wheels of 28 feet or less. Those who had spaces assigned to them prior to 6/1/91 will be "grand fathered" and moved to Lot #1 as space becomes available.

13. Each individual renting a space will be issued an RV Lot key which must be returned to the Association Office when the space is vacated. A lost key will be replaced requiring a new deposit.
14. The Association Office must be notified if the RV is being removed from an RV Lot for 90 days or longer.
15. No more than two spaces in the RV Lots can be occupied by the same Owner or Resident. Spaces are not transferable.
16. Boats with trailers are permitted to be stored in the RV Lots. In oversized spaces in Lot #1 individuals will be allowed to store one small boat and trailer, providing it does not infringe on the adjacent spaces or create a safety hazard.
17. Any Owner/Resident using an RV Lot space must have a PCC decal on their stored RV. It is to be placed on the left rear bumper or window. These must be obtained from the Association Office. [Guests' RVs must display a temporary PCC placard which is visible from the driver's side of the RV.]
18. The charge for an RV space shall be set by the Board of Directors from time to time. RV Lots fees are due and payable to the Association Office whether the space is occupied or not. Any RV account becoming delinquent is subject to the "PCC Homeowner Association Collection Policy for Delinquent Assessments", available at the Association Office.
19. Guests' RVs must be parked in an RV Lot with a displayed placard. Arrangements shall be made in advance with the Association Office.
20. Repairs to an RV may *only* be done in the space rented in the RV Lot, and not on the streets.

I. Miscellaneous

1. **Only approved refuse containers are allowed (Palm Desert city Ordinance 1094). Existing in-ground refuse cans must be removed and surface refurbished in accordance with the Association's Architectural Guidelines by no later than December 31, 2016.** Refuse containers may be placed at the curb no sooner than 5:00 p.m. the night prior to scheduled pick up and must be removed by 8:00 p.m. the day of pick up. Refuse containers shall not be stored in the front area and, where possible, stored in a location not visible from the street.
2. Mailboxes must be installed by anyone using an Association address as his/her mailing address. The post office will not forward mail unless a mailbox has been installed.
3. Soliciting is not allowed at any time. No soliciting flyer or advertisements may be attached to any mailboxes or mailbox posts or left on any property at any time including vendor signage.

4. Address numbers must be displayed on the Residential Unit and visible from the street.
5. See Architectural Guidelines for information related to satellite dishes.
6. Drying racks or clotheslines (collectively “Drying Apparatus”) are permitted in the backyards provided they are not visible from the street or the golf course.
7. The Drying Apparatus shall only be used during daylight hours and must be put away and out of sight from the Common Area or adjacent units when not in use.
8. Open fires are only permitted with approved fire pits, i.e. commercially purchased fire pits or otherwise approved by the Association’s Architectural Committee.
9. Vehicle repairs on the streets are strictly prohibited.
10. Vacant Lots are private property. People are prohibited from walking on, parking on or driving across vacant Lots. Owners/Residents will be held responsible for any damage done to the vacant Lot by their Renter, Contractor, Guests, etc.
11. No furniture, fixtures or equipment owned by the Association shall be moved from assigned area unless approved by the Association Office.
12. No more than one "For Sale" or "For Lease" sign shall be displayed for any one Lot in PCC. The sign will be in specific colors, ivory base with brown lettering, and must indicate this is a 55 & Older Community. All information on the sign must be contained within 720 square inches (30" X 24"). On the day of the open house, only one "Open House" sign may be displayed along with the "For Sale" sign on a Lot. An accompanying "Open House" sign with contact information is allowed outside the PCC front gate. This includes Owners acting as their own agents.
13. No littering is allowed.
14. **Home Occupation Policy** See Section IX of this document.
15. Maintenance yard dumpsters for waste are for the use of PCC Owners or Residents and Association maintenance crew only. It is not for use by contractors, gardeners, etc. Owners or Residents who are contractors, gardeners, etc. may **not** use the PCC dumpsters for their clients. Items should not be left outside the gates.
16. Front lamppost lights must be working to enable street lighting from dusk to dawn. Lamp bulbs must be white and minimum wattage of combined bulbs must be no less than forty (40) watts / 450 lumens (sixty (60) watts / 750 lumens is recommended).
17. The pools, bocce courts or other Association amenities may not be reserved for private use unless otherwise approved by the Association.
18. Common Area keys are provided to the Owners by the Association office. A maximum of two (2) keys per Residential Lot will be issued. Owners/Residents are not allowed to duplicate keys.
19. The appearance of Residential Lots and Residential Units must be properly maintained by Owners/Residents. Outside storage of materials, household items or equipment is prohibited unless such items cannot be seen from the Common Area or

adjacent Residential Lot (such as in a storage shed).

20. Trees; Shrubs and other Landscape:
- (a) Palm trees that produce flowers, fruit and seeds must be trimmed annually in June/July to remove such fruit, seeds and flowers.
 - (b) All fruit trees must be harvested throughout the year and fallen fruit must be removed from the ground so as not to attract rodents.
 - (c) Trees, shrubs and other landscaping shall not encroach onto any adjoining Residential Lots, Common Areas or streets.
21. Bulletin boards may only be used for PCC business and activities of the Association. Any other use requires approval from the Association Office.
22. Individual garage sales and estate sales are prohibited; a community garage sale is held yearly.
23. The City of Palm Desert commercial hours (city ordinance 9.24.70) are in effect at PCC. Work shall only take place as follows:

<u>October 1 - April 30</u>		<u>May 1 - September 30</u>	
Monday–Friday	7:00 a.m. to 5:30 p.m.	Monday–Friday	6:00 a.m. to 5:30 p.m.
Saturday	8:00 a.m. to 5:00 p.m.	Saturday	8:00 a.m. to 5:00 p.m.
Sunday / Holidays	None	Sunday/Holidays	None

The term *Holidays* shall mean and include New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. **Other than an emergency, no commercial work, inside or outside the Residential Unit, is permitted on Sundays or holidays.**

24. Holiday Decorations: Exterior holiday decorations are permitted for limited time as described below. The design and quantity of the decorations shall be in good taste, and the Board, in its sole discretion, has the right to determine if such decorations are contrary to good taste.
- (a) Holiday Season exterior decorative lights and decorations may be present between November 15 and January 15 of the Holiday Season. Lights must be turned off by 11:00 p.m. nightly.
 - (b) Exterior decorations in connection with other holidays outside of the Holiday Season may be put up 10 days prior to the holiday and must be removed within 5 days after the holiday. Lights must be turned off by 11:00 p.m. nightly.
 - (c) Holiday decorations should not cause light glare or other safety hazards related to vehicular or pedestrian traffic.

II. ENTRY/ACCESS POLICY

A. All Residents and Owners should have Entry Devices available through escrow or the Association Office.

B. Distribution of Entry Devices

1. Entry Devices are issued **only** to those whose names appear on the **recorded** grant deed and those appearing in the Association's records as Owner. The **recorded** grant deed is part of the Owner's **permanent** file. Therefore, it is required that the Association Office receive a copy of **all recorded deeds, evidencing present record ownership. Owners as of August 1, 2016, will receive two (2) Entry Devices per Residential Lot at no charge.** Thereafter, all new Owners will need to purchase their Entry Devices. Existing Owners may purchase additional Entry Devices through the Association office and per the restrictions contained herein.
2. Visitors, cleaning and service personnel, Guests and family members not residing in PCC are not entitled to Entry Devices unless approved by the Association (reference paragraphs C1 and 2 below).
3. Entry Devices remain the property of the Association.

C. Other Authorized Gate Entry

1. A permanent authorization by the Owner or Resident must be registered at the Association Office for service people, contractors, workers, or family members. This authorization, on file at the Association Office, is not to be used for Guests other than those specifically listed above. The Owner or Resident must notify the Association Office when the service people, contractor, worker, or family member is no longer servicing / visiting the property; it is essential that their names be immediately removed from the access list.
2. If an Owner or Resident is away from their PCC home, he or she must advise the Association Office of an expected visitor and/or service personnel, giving his/her name, address and visitor's name. An unannounced visitor/guest will be refused entry.
3. Emergency vehicles shall be admitted without prior authorization.
4. Exceptions to the above rules for Entry Devices or authorization may be made by the Association.

D. Renters.

Owners are required to provide Entry Devices to their Renters. As stated above in B.3., Entry Devices remain the property of PCC; therefore, Residents are responsible for retrieving the Entry Devices at the expiration of the rental or lease agreement.

III. ELIGIBILITY FOR USE OF CLUBHOUSE AND RECREATIONAL FACILITIES

- A.** Use of the Clubhouse and recreational facilities are granted to Owners and Residents as detailed in the paragraphs below. Any and all exceptions must be approved by the Board of Directors.
- B.** Subject to the age restrictions contained within the governing documents, Qualified Permanent Residents occupying a Residential Lot with a Qualifying Resident are eligible for the use of the facilities. All other persons related to Owners are considered Guests.
- C.** Guests using clubhouse and recreational facilities are the responsibility of the Owner and Resident. Although there is no limit to the number of Guests an Owner or Resident may have, please remember that the recreational facilities are primarily for use by Owners and Residents and their rights are first and foremost. Consideration to the number of Guests an Owner or Resident brings to the recreational facilities would be appreciated.
- D.** Use of the Clubhouse and recreational facilities shall be granted to Renters who have properly executed and submitted a Rental Agreement to the Association Office with the appropriate deposit as required under these Rules and Regulations. (Reference Section VII Rental Policy of this document for details.)
- E.** All persons entering the facilities may be asked for identification.
- F.** After appropriate notice and hearing, any Owner or Resident delinquent in the payment of assessments may lose membership privileges for the use of the Common Areas (facilities and amenities) of the Association, until said assessments are paid in full or arrangements made therefore.

IV. CLUBHOUSE

A. General

- 1. Unsupervised children under eighteen (18) years of age are not permitted in the clubhouse area except for reserved functions approved by the Board of Directors. No one under the age of twenty-one (21) years old shall be permitted at the designated bar area when the bar is in operation.
- 2. Bare feet and shoes with metal cleats are not allowed inside the clubhouse building.
- 3. Wet bathing suits are strictly prohibited inside the clubhouse and auxiliary buildings. Dry bathing suits must be adequately covered.
- 4. "Lost and Found" articles found in the clubhouse may be reported or picked up

at the Association Office.

5. The clubhouse may **not** be used for any commercial or for-profit activity without the written approval of the Board of Directors.
6. Guests participating in Pub activities must be accompanied or sponsored by an Owner.
7. Smoking is prohibited within twenty feet (20') of the Clubhouse.

B. Use of Rooms for Private Parties

1. An Owner may reserve the main clubhouse for private parties for their own function only through the Association Office subject to the written approval of the Board of Directors.
2. Renters who have received a transfer of all privileges may reserve the main clubhouse for private parties for their own functions only, subject to the written approval of the Board of Directors.
3. Fees for use of the clubhouse and security deposit are determined by the Board of Directors. A security deposit is required with all reservations, including memorial services, which is refundable after the premises have been inspected and approved by the Association Manager. No fee will be assessed for use of the clubhouse for a deceased resident's memorial service.
4. At the discretion of the Association Manager, a security guard may be required at private parties if liquor is to be served. This expense is to be borne by the Resident or Owner.
5. A "Use of Facilities" agreement must be filed with the Association Office by the Owner or Resident renting the facility and must be approved by the Board of Directors.
6. The Owner or Resident is responsible for clean-up of the facility in accordance with the procedures available from the Association Office and as posted in the kitchen.

C. Therapy Pool (Jacuzzi/Spa).

1. Absolutely NO soap or oil may be used on any part of the body when using the Jacuzzi/spa.
2. Spa users should be aware of the effect of high temperatures upon certain health conditions.

D. Swimming Pools

1. Pools are accessible anytime for Owners, Residents and their Guests. There are recommended children's pool hours posted at each pool and in the directory.
2. Children 14 years and younger must be accompanied/supervised by an adult.

3. Proper swimming attire must be worn. No cutoffs are permitted.
4. All people must shower before entering the pool. No suntan oils allowed when in the pool; lotions only.
5. No food or drinks are allowed in pools or within three (3) feet of pool edge.
6. No glass containers of any kind are allowed anywhere within the fenced pool areas.
7. No improper conduct or obscenity will be tolerated.
8. Alcoholic drinks, in aluminum cans or plastic containers only, may be brought to the pools or spas by persons over the age of twenty-one (21).
9. Chairs and lounges may not be reserved at any time.
10. Listening devices are to be kept to a personal level at all times.
11. Pool violations are to be reported to the Association Office and/or Rules & Regulations Committee. Phone numbers are posted at all pools.
12. Except for service animals, no pets are allowed in the pool area.
13. Pool gates must be closed and latched after entry and upon exiting the pool area.
14. Pool rules are as posted at each pool.
15. Pools may not be reserved for private use.
16. Smoking is prohibited within the pool /spa area.

E. Exercise Room

1. Use is limited to Owners, residents and guests.
2. Access to the exercise room is with the Common Area key. For safety reasons, use of the equipment is limited to adults only. However, children between the ages of 14 and 17 may use the exercise room if supervised at all times by an adult.
3. Persons using the room/equipment are responsible to leave the room as they found it, i.e. turn off all equipment, turn off the air/conditioner, and lock the door.

<p>Warning: Exercise should not be undertaken unless you have first consulted your physician, and you are familiar with the equipment being used. The exercise room is unsupervised and to be used at your own risk.</p>

F. Billiard and Table Tennis Room.

1. Sitting on billiard tables is not permitted.
2. After playing billiards, rack the balls, brush down the table and cover the table with the cover provided.
3. No food or drinks are allowed on or near the billiard table in the Billiard Room.
4. Cover is required over bathing suits. No wet bathing suits are permitted in the room.
5. If others are waiting to play, playing time is limited to forty-five (45) minutes.
6. Bare feet are not permitted.
7. Children under 18 years of age must be accompanied by an adult.
8. Table tennis and equipment shall be properly stored after use.

G. Tennis and Pickle Ball Courts

1. Good sportsmanship and ethics of the games shall prevail at all times.
2. Athletic shoes must be worn. Black soled shoes are not permitted.
3. Appropriate dress / shirts must be worn and no swimsuits are allowed.
4. Food and drink are not allowed on the courts, except bottled water or sports beverages in plastic.
5. When others are waiting for a court, players shall show consideration and not use the court for longer than one (1) hour.
6. Courts open at daylight and close at dusk. Play is on a first-come, first-serve basis.
7. The Association Office may grant reservations for special events. Notice will be posted on the court gate at least one (1) week in advance.
8. Minors under 18 years of age are permitted on the court when playing with or supervised by an adult.
9. Owners are responsible for any guests using the courts.

V. GOLF COURSE REGULATIONS

A. Golf Course Privileges

1. There are two (2) types of golf course privileges available at PCC.

- (a) **No Green Fee.** This category of privilege is available to:
- (1) Owners or Qualifying Residents
 - (2) Qualified Permanent Residents
 - (3) Renters having an Owner transfer privileges (described in the following Section B "Transfer of Golf Course Privileges")

(b) **Green Fee.**

This category of privilege applies to others allowed to play golf at PCC as defined herein. This category of golf privileges, other than Guests, is allowed to play, for a fee, **without being accompanied** by an Owner or Qualified Permanent Resident.

All Guests must pay applicable green fees **and must be accompanied** by someone having golf course privileges, or be verified to play by having the Resident/Owner with golf privileges notify the Starter. They shall provide their name and address and the name of the Guest(s) to the Starter. The Owner/Resident is fully responsible and liable for any damage resulting from their Guests.

2. **The following are grandfathered exceptions:**

- (a) Owners who are still in residence and lived at PCC continuously prior to 11/4/88 were entitled under those PCC HOA Rules & Regulations to one (1) bag tag for each Lot owner of record and their spouses (these names must be on the deed, and only those named on the deed are entitled to play for free (no green fees)).
- (b) Effective 11/4/88 the above rule was changed to limit each Lot to three (3) bag tags. Those 3 names still need to be on the deed, and only those named on the deed are entitled to play for free (no green fees).
- (c) Effective 2/12/02 the above rule was changed to limit each Lot to two (2) Owners per Lot, and must be an Owner or Qualified Permanent Resident which is described herein under Definitions.

Note: previous language in the Rules and Regulations referred to "bag tags" rather than "Member" or "Owner".

B. Transfer of Golf Course Privileges

1. Only the Owner(s) are authorized to transfer golf course privileges.
2. There shall be a maximum of two (2) Residents per Lot afforded transfer of golf privileges.
3. Golf privileges may be transferred to a Renter whose rental/lease agreement is one (1) year or longer only if all Owners of the Lot at issue relinquish their rights to use the golf course and have forwarded a copy of the rental/lease agreement to the Association

Office. Said Owner(s) and Qualified Permanent Resident lose all golf privileges.

4. Additionally, the Renter of a Residential Lot who qualifies under the conditions set forth above must duly execute a transfer of privileges agreement available from the Association Office, with all Owners of the Lot at issue, which form shall be reviewed and approved from time to time by the Board of Directors. Upon Owner(s) relinquishing golf course privileges to a Renter, said Renter shall have all the privileges of that designated Owner as it relates to the use of the golf course subject to the governing documents and these Rules and Regulations. (See VII -B Rental Policy).

C. General

1. A golf starter/marshal is employed to help enforce the course Rules and Regulations. The marshal has full authority to issue citations to players who do not comply with the course rules.
2. USGA rules will govern all play. There are exceptions to allow local rules, available from the starter.
3. Each player must have a set of golf clubs, golf bag or club carrier and a PCC ID tag available from the Association Office, when playing the course.
4. Slow players not keeping up with normal play will be expected to allow other players to play through.
5. Golfers should not enter private property without permission when looking for or retrieving a golf ball or for any other purpose.
6. Red flags, designating a player's physical inability to walk up to tees or greens, may be obtained from the Association Office with payment of a current refundable fee. Applicants must present a physician's verification or a current government issued disabled persons' license plate or placard. NOTE: 90 degree rule must be observed at all times, except at scatter holes.
7. No children under eighteen (18) years of age are allowed on the golf course unless permission has been granted by the golf starter/marshal. Under-aged players must be accompanied by a Resident.
8. No multiple ball retrievers are to be used to retrieve balls from the lakes. A player may retrieve only his/her own ball.
9. Use of the golf course as a practice range is prohibited.
10. The Board may approve reciprocal play without fee for tournaments conducted by designated organizations in conjunction with the Board approval of the yearly golf tournament schedule.
11. Wednesday is Ladies Club Golf Day. Friday is Men's Club Golf day.
12. If a player's ball damages property, the player shall check to see if the Resident

is home. If not, the player shall leave his/her name and telephone number with the Starter or Association Office.

13. No maintenance of golf carts, such as washing off batteries or golf carts, is permitted on any part of the golf course.

D. Control of Play

1. Residents with limited golf privileges and all Guests are required to pay green fees.
2. During non-tournament play each Guest must be sponsored, accompanied or verified to play by a Resident.
3. The sponsoring player is responsible for seeing that the playing Guests are registered with the golf starter/marshal, and that the required green fee has been paid. The receipt must be attached to the guest's golf bag and plainly visible.

E. Check-In Policy with Starter

1. All play must originate, and players must check in, with the starter/marshal.
2. All play must begin on the first tee, unless authorized by the starter/marshal.
3. If the starter/marshal is not available, players must sign the Golf Check-In Sheet located outside the starter's window. Any required green fees must be prepaid. If this is not possible, green fees must be paid at the first opportunity after play.

F. Use of Golf Carts.

1. Gas golf carts are not permitted on the golf course.
2. All golf carts used on the golf course or PCC streets must be registered with the Association Office. A decal shall be obtained at the Association Office and must be displayed on the passenger side of the cart.
3. The owner of a golf cart used in PCC accepts full responsibility for any damage that he/she might cause as a result of the use of his/her cart in PCC.
4. Golf carts shall be operated in compliance with golf course rules and signs.
5. No more than two (2) golf carts may be used by each four-some on the golf course except with the golf starter/marshal's approval.
6. The number of riders and golf bags on a golf cart is limited to the number of seats available, but up to a maximum of four (4).
7. All carts not being used to play a round of golf must be parked only in designated cart spaces and all posted parking restrictions must be followed.

G. Golf Course Traffic

1. No pedestrians, except golfers, are permitted within the boundaries of the golf course. Paths on Holes #16 and #18 are exempt from this rule.
2. Joy-riding, dog walking, and use of any wheeled device (such as bicycles, skates, motorcycles, motorbikes, skateboards, etc.) other than a golf cart or pull cart, are not permitted within the boundaries of the golf course at any time.

H. Preservation of the Golf Course

1. Pull carts and golf carts (other than golf carts with red flags) must never be taken closer than ten (10) feet to any tee or green.
2. Players must repair ball marks on the putting greens.
3. The putter head may not be used to retrieve ball from the cup on the putting green.
4. All players should carry divot mix to fill divots on fairways, rough and tee areas. (divot mix is available at the starter area.)
5. Fishing, raking or dragging for golf balls in the lakes is strictly prohibited due to the possible damage to the lake liner.
6. During a frost condition, driving or walking upon any grassed common area is prohibited.
7. When the golf course is closed for re-seeding, entering any grassed common area is prohibited.
8. During and immediately after a heavy rain, the golf course will be closed.
9. Due to safety concerns golf cart access is not permitted to the golf course directly from any PCC Lot without the approval of the Board of Directors.

I. Golf Course Green Fees For Those Without Free Golf Privileges.

1. As outlined above, under Section V.A. Golf Privileges, Owners and under certain circumstances Qualified Permanent Residents or Renters do not have to pay green fees to play golf. All others are subject to the golf course green fees as posted with the Starter and at the Association Office. All prices subject to change by Board of Directors.
 - (a) Monthly passes are available for renters as posted with the Starter and at the Association Office, or as otherwise determined by the Board of Directors, payable in advance.
 - (b) PCC Renter Identification Cards are available from the Association Office and must be obtained by all Renters prior to play and presented to the Starter.
 - (c) Owners and Residents are responsible for the green fees of their Guests

playing after hours or when the starter/marshal is not on duty.

2. As a condition to receiving golf course privileges, Renters must occupy a Residential Lot pursuant to a lease or tenancy with a term of one (1) year or more, evidenced by a lease agreement. Before a Renter can receive golf course privileges, a copy of the lease and letter of transfer from the Owner to the lessees must be filed in the Association Office. No more than two (2) bag tags will be issued per Lot, one for each lessee. (See Paragraph V.A which further explains types of privileges.) See comment above regarding obtaining a PCC Renter Card.

J. Dress Code.

1. No cutoffs are allowed. Walking shorts may be no shorter than mid-thigh.
2. Shirts with collars and sleeves are appropriate. Women's tops without collars are permitted. Men's collarless shirts are allowed if the type is like a mock turtleneck.
3. No tank tops, halter tops, or tube tops are allowed.
4. No tennis wear or swim suits are allowed.
5. Blue denim clothing is not allowed.
6. Golf shoes with soft spikes or soft-soled shoes must be worn. No metal spikes are allowed.
7. Appropriate dress is mandatory on the golf course. Failure to comply may result in not being allowed access to the course.

Violations of any part of this section regarding the golf course are subject to being denied access to the course by the Starter.

VI. GREENBELT AREAS

- A. The greenbelt areas in PCC are the property of all Owners, and intended for the use of all Owners and Residents.
- B. Residents living on greenbelts should not consider these areas an extension of their property. Also, those using greenbelt areas should be considerate of adjacent Residents. Residents should never trespass on or harm other's property in any way.
- C. No vehicles, including but not limited to motorcycles, mopeds, motorbikes, motor scooters, mini-bikes, or bicycles are allowed on the greenbelt areas.
- D. No fishing or swimming is allowed in any Common Area lakes.

VII. RENTAL POLICY

- A. Policy: In addition to the restrictions contained in the PCC CC&Rs, the following policy is to be followed when renting a Residential Lot within PCC:
1. Any Owner renting or leasing a room must follow separate procedures and rules applicable to such type of rent or lease, which can be obtained from the Association Office.
 2. Any Owner renting or permitting a person(s) to occupy his/her Residential Lot within PCC must notify the Association Office.
 3. No Residential Lot may be advertised and/or leased for a period of less than thirty (30) consecutive days (hereinafter, "Minimum Rental Period"). For purposes of this rule, advertising shall include, but not be limited to, offerings in any magazine, newspaper, internet, website, email, flyer, radio ad and/or any other form of offering. In accordance with Civil Code Section 4740, nothing contained in these rules shall be construed to "...**prohibit** the rental or leasing..." of any Unit but, rather, merely requires such rental or leasing comply with the Minimum Rental Period and the other rental restrictions contained in the Restated Declaration.
 4. A completed rental/lease agreement must be turned in to the Association Office along with a registration fee, currently \$50.00, or as otherwise determined by the Board of Directors. This fee is payable to the Association prior to each Renter moving into a house. The registration fee applies to all Renters, regardless of the length of the rental agreement or the length of the occupancy.
 5. The transfer of an Owner's Entry Device and Common Area keys to a Renter is the responsibility of the Owner. For security and emergency reasons, it is important that the Association is aware of Renters residing within PCC.
 6. Subject to the age restrictions contained herein, all Residents' names must be listed on the rental agreement.
 7. Owner, or their designee, is responsible for transfer of any residential keys and garage door openers to a Renter as well as ensuring appropriate vehicle registration is done through the Association Office so that the Renter may receive the required permit.
 8. Leases must contain a clause which indicates the Renter has received a copy of all of the Association's governing documents, including these Rules and Regulations, and agrees to be bound by and will comply with same.
 9. It is the responsibility of the Owner to complete and submit to the Association Office a copy of the rental agreement. The agreement shall include a provision that the Owner and Renter will indemnify and hold the Association harmless from any damage caused to the Common Area by the Renter, as well as be responsible for any sanctions imposed by the Association against the Renter, provided that the Owner and Renter are given notice and opportunity to be heard prior to the

imposition of any sanctions. Failure to comply with the requirements of this provision within seven (7) days of a Renter's occupancy may result in an increased registration fee.

B. Transfer of Privileges. (See also Paragraph V.A)

1. Golf privileges may be transferred by an Owner to a Renter if the term of the lease is for at least one (1) year. An Owner relinquishes his/her golf privileges when transferred to a renter.
2. Renters with a lease of less than one (1) year may still enjoy golf privileges but must pay a golf fee for same. Monthly fees are available for qualified Renters. See Section "V", Paragraph "I".
3. Renters may not transfer privileges to another person.

VIII. AGE RESTRICTIONS

- A. PCC is and shall be a senior citizens development of residences for persons aged fifty-five (55) years and over as defined in both Federal and State laws.
1. At least one (1) person who is fifty-five (55) years of age or older (the "Qualifying Resident") must occupy the residence.
 2. The age restriction applies to occupancy of a Residential Lot and does not limit age of the owner of any Residential Lot.
 3. All other occupants shall be Qualified Permanent Residents as those terms are defined within the governing documents and as defined under the "Definition" section of this document.
- B. Qualified Permanent Residents may continue to occupy the premises upon the dissolution of marriage with the senior citizen or upon the death or prolonged absence of the senior citizen; provided that such continued occupancy does not affect the exemption from Federal law as it then exists.

IX. HOME OCCUPATION POLICY

- A. Owner or his/her/its tenant may operate a business within the Residential Lot (hereinafter "home occupation"), provided that the home occupation is specifically limited to the use of the Residential Unit through the means of telephone, internet use and reasonable mail as described below and for no other purpose. Any activity conducted in compliance with Owner's home occupation shall not be visible from the exterior of the Residential Unit, through any modification to the Residential Unit, or through the operation of any business activity. All forms, applications and agreements are available at the Association Office.
- B. All home occupations shall comply with these Rules and Regulations:

1. Only residents of the Residential Unit may operate, engage in or conduct the home occupation, except that one person who is not a resident of the Residential Unit may also participate in the home occupation;
 2. There shall be no direct sales of products or merchandise;
 3. There shall be no displays, inordinate amount of delivery of mail or merchandise;
 4. There shall be no advertising (including in any telephone book or website) which identifies the home occupation by street address;
 5. Pedestrian and vehicular traffic will be limited to that normally associated with residential districts;
 6. The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises beyond those commercial vehicles normally associated with residential uses;
 7. No more than ten percent (10%) of the living space or two hundred (200) square feet, whichever is greater, of the Mobilehome may be used for storage of materials and supplies related to the home occupation;
 8. There shall be no outdoor storage of materials or equipment, nor shall merchandise be visible from outside the Mobilehome;
 9. The home occupation shall be confined within the main building of the Mobilehome. Garages shall not be used for home occupation;
 10. The home occupation shall not be visible from the street or any other Lot;
 11. No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances; and
 12. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises.
- C. A home occupation approval may be prohibited upon thirty (30) days' written notice by the Association if a majority of the Board of Directors, at its discretion, determine any one of the following findings can be made:
1. That the use has become detrimental to the quiet enjoyment of any homeowner within the Project and/or constitutes a nuisance;
 2. That the use has become detrimental to the Association and/or any homeowner based on any health or safety concern;

3. That the home occupation is generating pedestrian or vehicular traffic and/or parking concerns;
4. That the applicant is advertising the home occupation by identification of the street address either in a telephone book or any other form;
5. That the use is in violation of any statute, ordinance, law or regulation.

Exhibit "A"

"**Accessory Building**" means a subordinate building or portion of a principal building, other than a garage, the use of which is incidental to that of the home and customary in connection with that use. An Accessory Building may be of "stick built" construction, but shall not contain or be used for bathroom, kitchen and/or cooking facilities.

"**Association**" and "**Declarant**" means Portola Country Club Homeowners Association, Inc., a California Nonprofit Mutual Benefit Corporation, consisting of all Owners of Residential Lots in the project, created for the purpose of managing a common interest development.

"**Board**" means the Board of Directors of the Association.

"**Bylaws**" means the existing Bylaws of the Association or, if adopted by the membership, the Restated Bylaws of the Association, as well as any duly adopted amendments thereto, which are incorporated herein by reference.

"**Common Area**" means the entire Property except all Residential Lots.

"**Exclusive Use Common Area**" means those portions of the Common Area designated herein for the exclusive use of an Owner of a separate interest and which is appurtenant to a Residential Lot. "Exclusive Use Common Areas" and "Restricted Common Areas" shall have the same meaning and shall consist of Front Yard Landscape Easement Area, all utility lines, pipes, conduits and wiring designed to serve a Residential Lot but located outside the boundaries of the Residential Lot.

"**Front Setback**" means twenty feet (20') setback from the street side of the curb.

"**Front Lot Line**" means the lot line as per the recorded tract map which is closest to and is, or is approximately, parallel to the street. On corner lots (*i.e.*, lots bounded on two or more sides by streets), the front lot line shall be the line designated by the Owner of the lot as the front lot line. Once established by an Owner, this front lot line cannot be changed.

"**Front Yard Landscape Easement Area**" means that portion of the Common Area street commencing from the curb to the beginning of the Front Lot Line of each Owner's Lot. The Front Yard Landscape Easement Area shall constitute exclusive use common area for the use and benefit of the Owner of that respective Lot, subject to the requirements of the Governing Documents, and further reserving to the Association all necessary rights to permit installation of cable television and internet conduit and any utility installations required to be maintained and/or installed within the Front Yard Landscape Easement Area.

"**Garage**" means a building or portion of a building designed for the purpose of sheltering automobiles, whether attached, partially attached or separate from the Mobilehome, including but not limited to a carport. A garage may be of "stick-built" construction.

“Governing Documents” means the Restated Declaration and any other documents such as the Articles, Bylaws, Architectural and Landscape Guidelines, Rules and Regulations, and/or Enforcement Procedures which govern the operation of the Association.

“Guest” means any person who is authorized by the Resident to enter the Property including, but not limited to all invitees, vendors, service personnel and contractors. A “Guest” who is staying with either a Qualified Resident or a Qualified Permanent Resident may not occupy a Unit within the Property for more than thirty (30) consecutive calendar days or sixty (60) cumulative days in any one twelve (12) month period. A guest who is not staying with a Qualified Resident or a Qualified Permanent Resident may not stay within the Property for more than twenty-one (21) cumulative days in any twelve (12) month period. All Guests must be registered at the Association’s office.

“Member” means every person or entity entitled to membership in the Association as provided in the Restated Declaration.

“Mobilehome” means a residential structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 25790 of the *Vehicle Code*. Mobilehome includes a manufactured home, as defined in Section 18007 of the *Health and Safety Code*, and a mobilehome, as defined in Section 18008 of the *Health and Safety Code*, but does not include recreational vehicle, as defined in Section 799.29 of the *Civil Code* or a commercial coach as defined in Section 18001.8 of the *Health and Safety Code*. For the application of the Governing Documents, already existing site-built home shall be considered the same as Mobilehomes.

“Owner” means the record owner(s) of a fee simple interest in a Residential Lot in the Project, and any contract sellers under recorded contracts of sale. “Owner” shall not include any persons or entities who hold an interest in a Residential Lot merely as security for performance of an obligation.

“Permanent Health Care Resident” means a person hired to provide live-in, long-term or terminal health care to a Qualifying Resident or family member of the Qualifying Resident providing that care. In accordance with *Civil Code* §51.11 or any successor statute, the care provided must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both. The term *for compensation* shall include the provision of food and lodging in exchange for care.

“Person” means an individual, a corporation, or any other entity with the legal right to hold title to real property.

“Project” means the common interest development which is a planned residential development, including all improvements thereon, located within the Property.

“Property” means the real property described in Recital A of the Restated Declaration.

“Qualified Permanent Resident” as defined in *California Civil Code* shall mean:

a) A person who meets both the following requirements:

1. The person is residing with the Qualifying Resident and/or was residing with the Qualifying Resident prior to the death, hospitalization or other prolonged absence of, or the dissolution of marriage with, the Qualifying Resident;

2. The person was forty-five (45) years of age or older, or was a spouse, cohabitant (cohabitants being defined by statute as two persons who live together as a married couple, or persons who are domestic partners within the meaning of Section 297 of the *California Family Code*) or person providing primary physical or economic support to the Qualifying Resident; or

b) Any other person who meets the requirement of a Qualified Permanent Resident as that term is defined within *Civil Code* Section 51.11 or any successor statute thereto.

“Qualifying Resident” means a person fifty-five (55) years of age or older who occupies a Residential Unit within Portola Country Club Homeowners' Association, Inc.

“Renter” means any person who is not a Guest and leases/rents a Mobilehome within Portola Country Club Homeowners' Association, Inc. for thirty (30) consecutive calendar days or more, paying consideration to the Owner of the Residential Unit for same.

“Resident, Occupant or Occupancy” means any person or persons who reside and/or occupy a Unit within the Property more than thirty (30) consecutive days or sixty (60) cumulative days in any twelve (12) month period. All Residents and Occupants must be registered with the Association. All Residents must either be a Qualifying Resident, a Qualifying Permanent Resident or Permanent Health Care Resident.

“Residential Lot” means any one of the Residential Lots 1 through 232, 234, 235 and 237 through 289, inclusive, of Tract No. 4399, Residential Lots 1-201, inclusive, of Tract No. 11215-1 and Residential Lots 1 through 11, inclusive, of Tract No. 13586 within the subdivision. The term *Residential Lot* shall also mean and include the Residential Unit located thereon. For purposes of this Declaration, the term *Residential Unit/Lot* may also be used, but shall have the same meaning as *Residential Lot*.

“Residential Unit” means all structures located on the Residential Lot.

“Restated Declaration” means the Restated Declaration of Restrictions and any amendments thereto.

“Rules and Regulations” means any Association Rules and Regulations regulating the use of the Residential Lots, Exclusive Use Common Areas, Common Areas, the Project and any facilities located thereon adopted by the Board.

"Side Lot Line" means any boundary line of a Residential Lot which is not a front or rear lot line.

"Side Setback" means five feet (5') from the side lot line, except for corner lots (lots bounded on two (2) or more sides by streets) the Side Setback (for the one side on the street which is not the Front Lot Line) shall be fifteen feet (15') from the street side of the curb.

"Slope Improvements" means the combination of steel I-Beam / lagging and crib walls installed by the Association to stabilize the upper slope along with surficial soil remediation to improve the slope stability behind the walls to address slope creep, and such improvements have been built to meet the building code requirements of the City of Palm Desert as it relates to static conditions.

"Street" means the access to all Lots as shown on the tract map with the full right-of-way width.

"Structure" means anything constructed or erected, the use of which requires a permanent location on the ground or attached to something having a permanent location on the ground, such as awnings, patio covers, and sheds, but not including any walls or fences which are six feet (6') or less in height.

"Conventional passenger vehicles" shall be defined to be station wagons, family sedans, compacts, sport utility vehicles, subcompacts, and similar passenger vehicles, as well as pick-up trucks having a manufacturer's rating or payload capacity of 1.5 ton or less, and passenger vans designed to accommodate eight (8) or fewer people.

"Recreational vehicles" shall include without limitation, trailers, boats, campers, trailer coaches, buses, house camp cars, motor homes, or any other similar type of equipment or vehicle.

"Commercial vehicle" shall be defined as a truck having a manufacturer's rating or payload capacity of greater than 1.5 ton, passenger vans designed to accommodate nine (9) or more people or trucks on which materials, and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof. The type of motor vehicle license plate shall not be material to the foregoing definition.

"Temporary parking" shall mean parking for a short period of time for the purposes of furnishing services to an Owner or for loading and unloading purposes related to the Owner(s)' Residential Lot. Temporary parking shall only be permitted during normal business and construction hours as may be identified by the Association from time to time. There shall be no temporary parking overnight within any portion of the Property

ADDITIONAL DEFINITIONS FOR USE IN THESE RULES AND REGULATIONS.

"Entry Devices" shall include remotes, gate cards and transponders.

"Fine(s) and/or Fee(s)" shall mean dollar assessments per the Schedule available from the Association Office. There is a Fine Schedule for architectural and non- architectural violations.

Fines may range from \$200 to \$5,000 plus any costs incurred by the Association and may include attorney fees.

“**Greenbelt**” shall mean any grassed common area that is not part of the PCC golf course.

“**Home Occupation**” shall mean any legal business activity conducted in compliance with the Operating Standards set forth in the "Home Occupation Policy" (available from the Association Office) and carried out by an Owner or Resident as an accessory use within his/her living space within the home. Owner or his/her/its tenant may operate a business within the Residential Lot (hereinafter "home occupation"), provided that the home occupation is specifically limited to the use of the Residential Unit through the means of telephone, internet use and reasonable mail as described below and for no other purpose. Any activity conducted in compliance with Owner's home occupation shall not be visible from the exterior of the Residential Unit, through any modification to the Residential Unit, or through the operation of any business activity.

“**Pets**” shall mean any dog, cat, or animal that can be leashed and that is taken outside the Residents/Owner's home.

"**Recreational Vehicle Lot**" spaces are within Lot #1 located on Azurite and Lot #2 located off Quicksilver behind the Association Office.

“**Vendor**” shall mean anyone who sells their services to a resident and performs those services on a Resident’s Lot or Residential Unit such as gardener, housekeeper, pet groomer, pool cleaner, etc.

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