

PORTOLA COUNTRY CLUB HOMEOWNERS ASSOCIATION



ARCHITECTURAL GUIDELINES

*NOVEMBER 2000**

* as amended September 17, 2015

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

Section I APPLICATION PROCEDURES shall be deleted in its entirety and replaced with the following:

SECTION I — APPLICATION PROCEDURE

Unless otherwise specified in these Architectural Guidelines, 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 Architectural Guidelines (some of which are attached hereto as **Exhibit A** for your ease of reference).

All changes, additions and alterations to the exterior of your Mobilehome, Residential Unit or Residential Lot (hereafter sometimes collectively referred to as, "Residential Lot"), any other structure on your property, including accessory buildings or in any portion of an Owner's Exclusive Use Common Area (which includes the Front Yard Landscape Easement Area) shall be approved in writing by the Architectural Review Committee (hereafter "Architectural Committee") or, if applicable, the Board of Directors before modifications are made. With Owners' cooperation, the Committee can assure a continuity of design that will help to maintain the beauty of the Project (hereafter "Community"). The long-term goal is to maintain the harmonious conformity, aesthetics, and ambience of the Community, while maintaining and enhancing the value of each individual property.

Nothing contained herein shall be construed to limit the right of an Owner to (1) make minor repairs to the exterior of the Residential Lot that does not alter the exterior appearance of Residential Lot; (2) plant annual flowers and/or replacement of existing shrubs with like kind material; (3) routine exterior maintenance (other than exterior painting, which requires approval); (4) paint the interior of his or her Mobilehome any color desired; or (5) improve or alter any improvements within the interior of the Mobilehome, provided such improvement or alteration does not impair or alter the Common Area, any utilities, or other systems servicing the Common Area or other Residential Lots.

Any Owner facilitating and/or authorizing work of improvements at a Residential Unit / Lot of another Owner ("Owner Facilitator") shall be subject to the jurisdiction of the Association and subject to compliance with these Guidelines as well as the Association's Enforcement Procedure. By way of example, if the Owner Facilitator commences an Architectural Improvement at another Owner's Residential Unit / Lot: a) without obtaining prior Architectural Committee approval and/or b) without the submission of an Architectural Application Form, and/or Owner Facilitator c) fails to follow the approved submitted plans and specifications, and/or d) fails to make corrections upon notice from the Association related to same then the Owner Facilitator, in addition to the Owner of the Residential Unit / Lot at issue, shall be jointly and severally liable for any and all Enforcement Assessments levied by the Association.

All alleged violations of these Architectural Guidelines shall be handled in accordance with the Association's Enforcement Procedure.

Some typical exterior modifications requiring Architectural Committee approval include, but are not limited to, the following:

- Exterior painting;
- Driveways (widening, re-routing, re-paving, etc.);
- Fences and screens;
- Patio extensions;
- Retaining walls;

- Roofs (replacement and/or new installations);
- Swimming pools and spas (replacement and/or new installations);
- Windows and exterior window treatments (awnings, shutters, etc.) and exterior doors; and
- Permanent foundations.

The following steps must be taken:

STEP 1 — ARCHITECTURAL REQUEST FORM: Owner shall request the proper Architectural Request form from the Association Office. A sample Architectural Request Form is attached hereto as **Exhibit B**.

STEP 2 — SUBMISSION TO ARCHITECTURAL COMMITTEE: Owner shall complete the following. (For additional information, clarification of the topics, or assistance with preparation of the necessary Request Form and approval documents, contact the Association Office during normal working hours.)

- **Architectural Request Form**

- Depending on the improvement or modification, the Association shall require two sets of any applicable plans, specifications, drawings, manufacturer's brochures, signed construction regulations, and/or other descriptions and signed comments by neighbors of adjacent units where required. Plans are to be accurate and of good quality. Drawings shall be fully dimensioned showing height, width, length and depth. Plans must clearly show/define the scope of the requested improvement and its location on the Residential Unit. All plans submitted for the alteration, modification, addition, and/or expansion of a Residential Lot, that impair/effect the structural integrity or mechanical systems, or lessen the support of any portion of the structure shall be by a licensed architect and/or structural engineer. Submitted plans shall include a plot plan, showing and fixing the location of the Mobilehome, other structures, including Accessory Buildings, improvements with reference to the streets and lot lines, together with all appropriate dimensions. Additionally, the color scheme on new installations of the Mobilehomes, as well as any change of color scheme, if any, on existing installations, shall be a part of the plans and specifications. **A copy of the plan, stamped, dated and approved by the City of Palm Desert or, if applicable, the Department of Housing and Community Development of the State of California (HCD of California), and a copy of the building permit from the City of Palm Desert (or, if applicable, the HCD of California) must be provided to the Association Office before construction can commence.**

- The location of trees, bushes, and other landscape plantings shall also be noted, as well as any drainage plan, if requested by the Architectural Committee and/or Board of Directors. Plans for landscaping of a new installation shall be presented within thirty (30) days after the start of construction of the Mobilehome and must be completed within sixty (60) days after initial occupancy of the Mobilehome unless an extension is given in writing by the Architectural Committee.

- The Architectural Committee may require the Owner filing the plan to provide a cleanup fee deposit and/or assurances that the rights of the Association and other Owners will not be violated during the time of and as a result of the work to be performed.

STEP 3 — ARCHITECTURAL COMMITTEE REVIEW AND APPROVAL:

- Association will review the forms for adequacy of information.

- Any improvements which encroach into the common area will require an **Architectural Improvement Agreement**, properly completed, signed before a notary public and recorded against the Residential Lot. If an Architectural Improvement Agreement is required, the Association will also require a copy of the Owner's Grant Deed in order to obtain the proper legal description of the Residential Lot.

- The Committee may visit the site to understand the scope of the modification and/or improvement. If a Request Form is determined to be incomplete and/or additional documentation or inquiry is required, an Association representative shall inform the applicant in writing as soon as possible. In such an event, a Request Form requiring more documentation and/or information shall not be deemed "complete" or "submitted." If at any time, a portion of the plans or related documents submitted to the applicable Committee is later determined by the Committee to be ambiguous and/or fails to provide sufficient detail, the Association reserves the right to require the Owner / Applicant to submit additional plans for review. In such an event, Association may withhold approval for that portion of the modifications, which was not clearly identified until it has been modified to conform to the Association's requirements.

- After it has been determined that all required materials have been received and the Request Form is "complete", the Committee shall approve / disapprove the request, except for requests related to variances from these Guidelines, which shall be forwarded to the Board of Directors with the Committee's recommendation. The Committee (or Board of Directors, if applicable) shall further transmit its decisions and the reasons therefor related to the proposed improvements to the Owner / Applicant at the address set forth in the Request Form within forty-five (45) days after it has been determined that all required information and materials have been received and the Request Form is complete. **NO CONSTRUCTION RELATED TO THE ARCHITECTURAL IMPROVEMENT MAY BEGIN UNTIL OWNER HAS RECEIVED WRITTEN APPROVAL AND COMPLETED ANY LISTED DEFICIENCIES.** Notwithstanding the foregoing, the Architectural Committee shall have the right to extend this forty-five day time line for an additional forty-five (45) days upon written notice to the Owner in accordance with Section 7.5.2 of the Restated CC&Rs. (For example, in the month of August, the Board of Directors and Architectural Committees may not meet. As such, any Request Form submitted during June or July may require an additional sixty days.)

- In the event the Architectural Committee fails to provide a written response to the requesting Owner within forty-five (45) days of receipt of the request from the Owner or any additional time requested by the Architectural Committee, then in such an event, the Owner shall have the right to submit requested plans directly to the Board, in which case the Board shall review said Owner's request in lieu of the Architectural Committee,

- If the Architectural Committee denies an Owner's architectural request, the requesting Owner shall have a period of thirty (30) days to appeal the denial by the Architectural Committee to the Board of Directors, in which case the Board of Directors shall review the requesting Owner's architectural submission within thirty (30) days of receipt of the request. Any architectural submission which is a variance from the Association's Architectural Guidelines shall require approval by the Board of Directors in accordance with Section 7.6 below. All approvals must be in writing; oral approvals shall not be deemed effective.

- **Variances.** Any Submission which is a variance from the Guidelines shall require approval by the Board in accordance with Section 7.6 of the Restated CC&Rs. Upon application by an affected Owner, the Board may grant variances from the requirements of these Architectural Guidelines and the provisions of Section 7.9 of the Restated CC&Rs, provided that the variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents, existing laws, or is necessary to avoid extensive hardship, expense or impossibility of conformance.

- The approval of the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

STEP 4 — ENCROACHMENTS INTO COMMON AREA: The Board of Directors shall have the authority to grant exclusive use easements over the Common Area for those Residential Lots identified below, consistent with the criteria enumerated below ("Board Authority"). The Board's Authority has been voted on

and approved by a majority plus one vote of the voting power of the Association and, therefore, such exclusive use easements over portions of the Common Area will require a zero percent (0%) further vote of the Owners. The Residential Lots and the criteria for such exclusive use easements over the Common Area are identified as:

(a) For Residential Lots with a rear lot line or Side Lot Line adjacent to a Common Area greenbelt lot, the Board of Directors shall have the authority, consistent with the Architectural and Landscape Guidelines approved by the Board of Directors from time to time, to grant an exclusive use easement over such Common Area greenbelt lot up to a maximum of five feet (5') from the rear or Side Lot Line of said Residential Lot. For purposes of this paragraph, the term *Common Area greenbelt lot* shall not include any portion of the golf course or Whitewater River Channel Area;

(b) As to Whitewater River Channel Area Lots, the Board of Directors shall have the authority, consistent with the Architectural Guidelines approved by the Board of Directors from time to time, to grant exclusive use of a portion of the Whitewater River Channel Area to a Whitewater River Channel Area Lot for improvements that existed as of January 1, 2013 and encroach into the Whitewater River Channel Area ("Existing Improvements"), provided, further, that such Existing Improvements have been certified by a California Structural Engineer, in writing, that the Existing Improvements are structurally sound and in good condition and, further, a certification from the Association's California Soils Engineer that if the Existing Improvement remains in its present location, it will not impact the Slope Improvements that were installed in the Whitewater River Channel Area. Whitewater River Channel Area Lots must either obtain an exclusive use easement from the Board of Directors for any and all Existing Improvements within three (3) years of the May 7, 2015 date of recordation of the Restated CC&Rs ("Time Frame") or remove/modify the Existing Improvements so that it does not encroach into the Whitewater River Channel Area within said Time Frame. See Easement Request Form for Whitewater River Channel Area Lots attached hereto as **Exhibit C**, and made a part hereof by this reference as well as a corresponding Easement Agreement attached as **Exhibit C-1**, also attached hereto and made a part hereof by this reference.

STEP 5 — PERMITS AND LICENSES: Owner is responsible for obtaining the proper building permits and submitting approved stamped set of plans to the Association. A copy of the building permit, signed off by the City of Palm Desert or, if applicable, HCD of California, must be sent to the Association Office prior to the commencement of construction. Such permits must be available for inspection at all times.

STEP 6 — INSURANCE (For all improvements in the Whitewater River Channel Area that encroach into the Association's common area (see Step 4 above)): Upon approval of the Architectural Request by the Committee for all improvements that encroach into the Whitewater River Channel Area, **prior to the commencement of construction**, the Owner shall also submit to the Association a copy of the current certificates of insurance of his/her Contractor for each of the insurance policies enumerated below to the Association before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include the Association as an additional insured. The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of the policy(ies) shall be provided to the Association Office in writing within forty-eight (48) hours of such change and shall require thirty (30) days written notice of cancellation. Said policies of insurance shall include the following limits:

- Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.
- Workers compensation insurance for all personnel working on the Improvement.
- Property damage liability insurance with a limit of not less than \$500,000.00 for each accident.

STEP 7 — RECEIVE NOTICE TO PROCEED: Upon satisfaction of all noted deficiencies, Owner shall be notified to proceed. **No work on the Improvement shall commence until all noted deficiencies have been resolved and Owner/Applicant has received the Architectural Committee Approval Placard ("Placard") - see Exhibit B-1.**

STEP 8 — DURING AND AFTER COMPLETION:

- Owner shall be responsible for compliance with all Architectural Guidelines.
- If any modification is required to the Common Area landscape (*e.g.*, plant/tree removal, irrigation system adjustments), it is the Owner's responsibility to contact the Association Office at least 72 hours in advance regarding the shut off / on of Common Area irrigation systems to accommodate construction. The Owner is responsible for maintaining and watering all landscape while irrigation is turned off due to construction and is financially responsible for any foliage or turf replacements necessary due to construction.
- Owner is also responsible for the actions of all Contractors, subcontractors, material suppliers and all other invitees ("Invitees") entering the Community under his/her direction and/or at the request of the Owner's Contractor. Failure of the Owner's Invitees to comply with the Association's requirements may result in the enforcement procedures against the owner, including the halting of your construction.
- Owner is responsible for any damage to existing Common Area landscaping, irrigation, or electrical elements, as well as any other improvement within the Community. During construction, if any damage is found, Owner shall be responsible to repair/replace such damage within five days upon written notice from the Association.

STEP 9 — COMPLETION NOTICE: Upon completion of the architectural / landscape improvements, as described in the Architectural Request Form, inspection shall then be performed by the Association's Designated Representative, who shall notify Owner related to any deficiencies. If there are any deficiencies noted, then the final review of the Architectural Improvement may be disapproved and the Improvement shall be deemed incomplete until the deficiencies are corrected. Owner shall be responsible to cure deficiencies and/or repair/replace damaged improvements within the time frame indicated by the Designated Representative. The replacement of any transplanted Common Area landscaping which has died within two (2) months of transplanting shall be the responsibility of the Owner.

SECTION II - ARCHITECTURAL AND LANDSCAPE GUIDELINES

A. Building Alterations, Additions and Detached Structures.

1. General

The proposed modification and/or improvement must be compatible with the established architectural and/or landscape elements including similar characteristics and standards of the Community. Design compatibility, including for any detached structure, is defined as similarity of the proposed modification to the existing and surrounding architectural and/or landscape elements including similar quality of workmanship and materials, color and construction details. The basic idea must be sound and appropriate to its surroundings and the Community in its entirety.

2. Material and Color
 - a. Only the exterior material existing on the parent structure or compatible with the architectural design character of the community will be approved.
 - b. Exterior color changes will be approved only if the proposed color is in harmony with the other homes in the community. All buildings shall be repainted whenever existing paint has been eroded through age, wind, neglect, etc.
 - c. Paint chip - any application for exterior painting of any building, structure or improvement shall be accompanied with a sample color paint chip for both a new color selection or if being painted the same existing color.
3. Rear Property Line

No Owner shall place improvements within five feet (5') of the rear property line of any Whitewater River Channel Area Lots without prior written approval of the Board of Directors.
4. Drainage

There shall be no interference with or alteration to the existing drainage pattern of any Residential Lot unless an adequate alternative provision is made for proper drainage and for protection to the adjacent Residential Lots against damage caused by drainage. Whitewater River Channel Area Lots shall not drain toward the Whitewater River Channel Area and must drain to the street.
5. **Location on Residential Lot.** No Mobilehome, Garage, Accessory Building or any other structure (such as awnings, posts, or pools) shall be located in any setback area of any Residential Lot, including the Front Setback area, the Side Setback area, and the rear setback area which is five feet (5') from the rear lot line, except that eaves and other overhangs may intrude into these areas.
6. No flagpole shall extend more than twenty feet (20') above the floor level of the mobilehome and must be a minimum of twelve feet (12') from the front of the curb.
7. Other than as provided in this sub-section or section K., any structure or any part thereof on any Residential Lot shall not be higher than twenty feet (20') from the ground level, and shall be of a single story.
8. **Mechanical Equipment.** All mechanical equipment, including but not limited to HVAC systems, pool equipment, spa equipment, window air conditioning units, and/or evaporative coolers shall be installed in such a manner that any portion of the equipment as well as any duct work shall be screened so that it is not visible from the street side(s) of the Mobilehome or from any portion of the common area. Walls/Fences around mechanical equipment can encroach into the setback areas with written Architectural Committee approval.
9. **External Fixtures on Mobilehome or Residential Lot.** No television or radio poles, antennas, basketball standards, towers or other external fixtures, except those approved by the Architectural Committee, shall be constructed, erected or maintained on any Residential Unit/Lot. No rooftop air conditioning, machinery or equipment and their duplicate replacements shall be constructed, erected or maintained on the exterior of any Mobilehome rooftop. Notwithstanding the above, all existing rooftop air conditioning as of March 23, 1995, when the original Declaration was recorded, is exempt from this paragraph. For installation of any solar energy system, please see Section S.

10. The Architectural Committee may require a survey for any improvement which may abut to a property wall or which may encroach into any Setback area.
11. Storage Sheds (movable). With Architectural Committee approval, storage sheds are permitted. The Architectural Committee must approve the design, location, construction material, and paint color of all sheds. No more than two (2) individual storage and /or golf cart sheds shall be located on any one Residential Lot. The total floor area of one shed or the combination of the two sheds shall not exceed one hundred and twenty (120) square feet. No permanent (non-movable) shed, or any portion thereof, shall be installed within any of the Residential Lot setback areas. Sheds should closely match the architecture of the residence, and in all cases, the design, location, construction, and paint color must be approved by the Architectural Committee.

B. Fences and Screens

1. General
 - a. Any fence, gate or screen must have written approval before installation or demolition is undertaken.
 - b. Every effort will be made by the Architectural Committee to keep all fencing or screening as harmonious as possible with the architectural character of the Community.
 - c. Front yard fencing such as described in 3.b. is prohibited.
 - d. Front entry screen doors shall conform to the approved style and color as is harmonious as possible with the architectural character of the Community.
 - e. Fences around mechanical equipment can encroach into the setback areas with written Architectural Committee approval.
2. Heights and Length Restrictions
 - a. Property fencing and walls shall not exceed six (6) feet above grade.
 - b. Freestanding screens shall not exceed eight (8) feet in height and sixteen feet in length.
 - c. In any case, proportions must be in scale with the surrounding property and structures and within the intended use.
3. Materials and Finish
 - a. All masonry fencing of common walls shall have similar appearance on both sides and will be approved only if the design is in general conformity with the architectural design of the Community.
 - b. Wood fencing, chain link or other galvanized metal fencing is prohibited.
4. Golf Ball Protection Screens
 - a. The size of the screen area will be determined after Architectural Committee review.
 - b. The frame and screen must be made of rigid construction and approved by the Architectural Committee. Nylon mesh/netting may be approved as golf ball protection.
 - c. Screens must be a color in harmony with the Association.

C. Landscaping and Planting

1. Original and/or change in landscaping work and planting in general requires the approval of the Architectural Committee. However, the planting of annuals and so forth can be done on

the Residential Lot without approval so long as they are planted in such a manner not obstructive to neighbors.

2. Removal of trees requires Architectural Committee approval. Any trees so removed must have the entire stump ground down to six inches (6") below grade.

D. Satellite Dishes / Exterior Antennas

1. The term "satellite dish" as used within these Architectural Guidelines shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, or other transmitting structure.
2. Absolutely NO satellite dish of any nature will be acceptable on the exterior of the Residential Lot unless the satellite dish has a diameter or diagonal measurement of 39.6 inches or less (herein "conforming satellite dish").
3. To expedite siting the satellite dish and to assist the Association, Owner/Applicant should submit an Informational Satellite Dish Siting Request Form in accordance with the format attached hereto as **Exhibit D** and made a part hereof by this reference (hereinafter, collectively, "Siting Form"). The Association's designated representative shall work together with the Owner or his/her installer to jointly site the satellite dish as set forth below.
4. Within one (1) business day of Association's receipt of Siting Form to install a conforming satellite dish, Association and Owner shall agree upon a date and time for the Architectural Committee or its representative to assist Owner in siting a location for the satellite dish which would be least obtrusive to the surrounding neighborhood and minimize any negative impact. The Association shall have the right to require the installation of the satellite dish in an obscure location, as long as the quality of reception is not impacted and there is not an unreasonable increase in cost and/or delay of the installation.
5. Owner shall comply with the following additional regulations:
 - a. Installation shall be accomplished by a qualified person who is knowledgeable about the proper installation of satellite dishes and antennas.
 - b. Installation shall be made in accordance with applicable building, fire, electrical and related codes. A building permit shall be obtained, if required by the local jurisdiction.
 - c. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.
 - d. Satellite dish, antenna, mast and/or visible wiring shall be painted so as to blend into the background to which it is mounted or placed.
 - e. Owner shall be responsible for the maintenance, repair and replacement of any satellite dish installation and shall be required to replace, if for any reason the exterior surface of the antenna becomes worn or deteriorated.

E. Swimming Pools

1. General

- a. Permanent type backyard pools and spas must have the approval of the Architectural Committee and shall be constructed or installed only at such locations as shall have been first approved in writing by the Architectural Committee.
- b. Permanent backyard pools and spas will be approved only after careful consideration of the effect such pool or spa will have on neighboring lots.
- c. Temporary swimming pool and/or spas that are above grade require the approval of the Architectural Committee.
- d. Applications for the construction of a permanent type backyard swimming pool or spa must include provisions for safety and mitigation of noise and adverse impact on neighboring lots.
- e. No swimming pool or spa, either temporary or permanent, will be constructed or allowed to be placed in residential front yard.
- f. Swimming Pool Fencing. Fencing and gates around a swimming pool are subject to special City and County requirements. It is Owner's responsibility to adhere to these requirements and that the appropriate review and approval has been coordinated with the City or County.

F. Driveways and Patios (Paving)

1. General

- a. Any patios or decks and extensions, widening or re-routing of existing driveways shall have the approval of the Architectural Committee before any work is undertaken.
- b. New or replacement driveways and sidewalks must be neutral in color and have been approved by the Architectural Committee prior to the commencement of work.

G. Retaining Walls

1. General

- a. Any retaining wall shall be approved by the Architectural Committee before installation is initiated.
- b. Retaining walls which divert ground water on to adjoining properties or which otherwise substantially change existing drainage patterns will not be approved.
- c. Walls around mechanical equipment can encroach into the setback areas with written Architectural Committee approval.

H. Miscellaneous

1. Exterior lighting shall not be directed in such a manner as to create an annoyance to the neighbors and/or oncoming traffic. Fluorescent, mercury vapor, sodium, amber vapor lights or any other outdoor lights of the type used for security must be enclosed in a manner that directs the light in a specific area without causing visual spillover impairment to passing motorists or a nuisance to neighboring Residential Lots. The determination of whether such exterior lighting is causing a visual impairment to passing motorists or a nuisance to neighboring Residential Lots shall be determined in the sole unfettered discretion by the Architectural Committee.

2. No objects shall extend above the profile of the walls or fences. Pool slides and exercise equipment shall not be visible to neighboring Residential Lots.
3. No windows shall be covered from the inside or on the outside in whole or in part with paper, newspaper, aluminum foil, or other materials not specifically intended for such purpose.
4. Patio overhangs and sunscreen structures shall require an application to the Architectural Committee and such structures must conform with existing color schemes.
5. Safety bars on windows are permitted but only within the interior side of the windows. No outside installation.
6. Awning posts are considered an accessory structure and shall not be installed within any setback area.
7. Clotheslines are permitted but only on locations on the Residential Lot where the clotheslines cannot be seen from any other Residential Lot and/or the Association's common area.

I. Commencement and Completion of Improvements

Construction in accordance with the approved plans and specifications must be commenced within three (3) months after approval and completed within six (6) months after date of commencement unless the Architectural Committee states a different time frame for completion (in which case, the time frame identified by the Architectural Committee shall control). If not commenced within three (3) months after approval (unless otherwise approved in writing by the Architectural Committee), then the approval will be null and void and a new application must be resubmitted.

J. Roofs

Any new and/or replacement residential or outer structure roof must conform with the City of Palm Desert codes, or, if applicable, HCD of California, with fireproof material.

K. Mobilehomes/Residential Lots

1. **Age of Mobilehome.** No installation of a Mobilehome will be permitted which was manufactured more than three (3) years prior to the date of its proposed installation on any Residential Lot.
2. **Home Size.** The total living area of the Mobilehome shall not be less than 1,440 square feet, exclusive of eaves, garages, carports, steps, terraces, open patios, open porches and breezeways.
3. Mobilehomes shall be installed in compliance with applicable requirements of the State of California ("State") and/or the City of Palm Desert ("City") and in such a manner as to conceal beneath pad level the wheels and framework of the mobilehome when installed. Within thirty (30) days of the installation of a mobilehome, any exposed area between the mobilehome and the ground must be enclosed using materials compliant with the Governing Documents, City and State requirements.
4. Height of Installations.
 - a. The floor level of the mobilehome being installed shall not exceed the average of the floor levels of the immediately adjacent mobilehomes on each side. In the event the ground level at said point is higher than this provision allows, the Architectural Committee may approve a floor level equal to such higher ground level. There shall not be use of any roof of any structure for any purpose other than originally

intended. This is meant to exclude sun decks, observation platforms, and similar usages that will violate the privacy of other Residential Lots.

- b. No chimney shall extend more than four feet (4') above the highest point of the roof line of the mobilehome.
5. **Parking Spaces and Garages; Driveways.** Each Residential Lot shall make provisions for not less than two (2) parking spaces, which may be open, covered or within a Garage. Any such parking space, carport or Garage shall be used solely by the Owner or Residents and Guests of the Mobilehome to which it is appurtenant.
- a. Driveways and other areas designed for vehicular use on a Residential Lot shall have a cement, concrete or asphaltic concrete surface and shall be installed in a location as approved by the Architectural Committee.
 - b. All carports or parking spaces enclosed to give the appearance of a garage shall be completed with a properly fitting garage door and said modifications (including framework) shall comply with all building codes.
 - c. New and replacement garages must conform to a garage door style, finish and color in harmony with the Association.
 - i. Doors, as well as any weather stripping (other than weather stripping at the bottom of the door), must be painted with a color approved by the Architectural Committee.
 - ii. Metal sectional roll-up doors shall be allowed.
6. **Roof Vents** - newly installed roof/attic vents must be painted to match the dominant roof color. Vents shall not exceed twenty-four inches (24") in height without prior written Architectural Committee approval.
7. **Skylights** - Skylights shall be designed to be an integral part of the roof. Skylight frames shall be colored to match the dominant roof color.
8. **Permanent Foundation** - An Architectural Request Form shall be submitted for the installation of any permanent foundation. Approval of same shall be subject to the proper submission of the foundation's manufacturer's product data regarding the type of foundation to be installed.
- a. The Architectural Committee understands that many requests for permanent foundations occur during the escrow process and, therefore, will attempt to do an expedited review of any such application within two weeks of receipt of the Architectural Request Form AND all pertinent information.

L. Whitewater River Channel Area Lots - Special Disclosure as Required by the City of Palm Desert

The Whitewater River Channel Area Lots were developed adjacent to a slope that does not meet City of Palm Desert Building Code mandated factors of safety related to a seismic event. California has experienced earthquakes in the past and there is always a potential of future earthquakes. In the event of a seismic activity, the Whitewater River Channel Area Lots may experience more property damage and risk of personal injury than other lots in Portola Country Club that are not adjacent to the slope area. Owners and their

respective successors-in-interest (buyers) are encouraged to obtain earthquake insurance to protect their interests in their mobile homes and all other improvements located on their Residential Lots.

The Association has installed a combination of steel I-Beam / lagging and walls 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 ("Slope Improvements") but only marginally improve the existing seismic stability issues for the entire slope including the Coachella Valley Water District's lower slope lining below the upper slope. As such, the Slope Improvements have not changed the existing conditions that the entire slope does not meet the City of Palm Desert Building Code mandated factors of safety related to a seismic event.

The City in issuing the permit for the Slope Improvements conditioned the permit to exclude any responsibility, obligation or liability of the City of Palm Desert for any damage or injury.

1. As to the Whitewater River Channel Area, there shall be no new encroachments into the Whitewater River Channel Area except for replacement of existing encroachments consistent with the Whitewater River Use Restrictions that are contained in M.2. below.
2. **Whitewater River Channel Area Lots Use Restrictions** - As to Whitewater River Channel Area Lots, the Board of Directors shall have the authority, consistent with the Architectural Guidelines approved by the Board of Directors from time to time, to grant exclusive use of a portion of the Whitewater River Channel Area to a Whitewater River Channel Area Lot for improvements that existed as of January 1, 2013 and encroach into the Whitewater River Channel Area ("Existing Improvements"), provided, further, that such Existing Improvements have been certified by a California Structural Engineer, in writing, that the Existing Improvements are structurally sound and in good condition and, further, a certification from the Association's California Soils Engineer that if the Existing Improvement remains in its present location, it will not impact the Slope Improvements that were installed in the Whitewater River Channel Area. Whitewater River Channel Area Lots must either obtain an exclusive use easement from the Board of Directors for any and all Existing Improvements within three (3) years of the May 7, 2015 date of recordation of the Restated CC&Rs ("Time Frame") or remove/modify the Existing Improvements so that it does not encroach into the Whitewater River Channel Area within said Time Frame.
3. No Owner shall place/install any improvements from and after January 1, 2013 within five feet (5') of the rear property line of any Whitewater River Channel Area Lots without prior written approval of the Board of Directors.
4. **Drainage.** Whitewater River Channel Area Lots shall not drain toward the Whitewater River Channel Area and shall drain toward the street.
5. Whitewater River Channel Area Lots - Owners seeking to obtain an exclusive use easement from the Board of Directors for any and all Existing Improvements encroaching in the Whitewater River Channel Area must submit an Easement Request Form (see Exhibit C) and execute an Easement Agreement (see Exhibit C-1).

M. Setback Requirements

Minimum setback from front Lot line:	20 feet from the street side of the curb
Minimum setback from side Lot line:	5 feet from the side lot line
Minimum setback from side Corner Lot line:	15 feet from the street side of the curb

N. Ceiling Fans, Exterior

Ceiling fans must be UL approved for exterior use. The ceiling fan blades shall be of color and material compatible with the color of the Residential Lot. All exposed wiring shall be painted the color of the surface upon which they are mounted.

O. Construction Dumpsters

1. Any dumpster left on site must get Architectural Committee approval. Dumpsters shall not remain on an Owner's Residential Lot more than seven (7) days unless a longer time period is authorized in writing by the Architectural Committee. Dumpster shall not be left on any common areas of the Association.
2. **Trash.** Dumpsters shall be placed on driveways and not in streets. Owner shall be responsible for any damage to driveways, walks, or streets created by his/her dumpster. Garage storage is acceptable providing garage door is kept closed. Damage to driveway shall be repaired by Owner/contractor.

P. Air Conditioning / Heating and/or Swamp Cooling

Owners shall be responsible for maintenance, repair, and replacement of the air conditioning/heating and cooling units for their Dwellings.

1. Any units that are added, relocated or replaced shall require prior Architectural Committee approval.
2. New A/C units (other than replacements) must be placed at ground level and shall be obscured from view.

Q. Windows and Doors - For all replacement of existing windows and exterior doors and/or new installation of windows and exterior doors, the following specifications shall be provided for approval by the Architectural Committee:

1. All measurements (height, width, etc.) in feet and/or inches.
2. Locations of any existing window/door being replaced and/or location of new installation of window and exterior doors.
3. Is it a replacement or new installation of windows / doors or a combination of both.
4. If the windows are a replacement, are they the same size as what currently exists in that location.
5. The exact specifications of the material and color of the window and/or door.

R. Contractor Compliance

1. **Vehicles and Parking.**

- a. Contractor shall abide by all parking and vehicle rules.
- b. Speed limit and all Stop signs must be observed.
- c. Parking near job sites is allowed on the side of the street with the flow of traffic only. Vehicles are to park parallel to curb and extend into street as little as possible.

At no time are any construction personnel vehicles to park in or block any driveway, other than the work site driveway

2. **Hours.** Work shall only take place during the construction hours set forth in Palm Desert City Ordinance 9.24.70 as follows:

October 1 - April 30	May 1 - September 30
Monday - Friday 7:00 a.m. - 5:30 p.m.	Monday - Friday 6:00 a.m. - 5:30 p.m.
Saturday 8:00 a.m. - 5:00 p.m.	Saturday 8:00 a.m. - 5:00 p.m.
Sunday / Holidays None	Sunday/Holidays None
Gov't Code Holidays: None	Gov't Code Holidays None

The term *Holidays* shall mean and include New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3. **Storage.** Construction materials shall not be stored on Common Area.
4. **Job Site Condition.** Job site which may be seen from the Common Area must be policed and cleaned up before the end of each work day.
5. **Common Area Irrigation.** The Association must be notified of any Common Area irrigation changes, *i.e.*, irrigation wiring or main lines) at least four (4) days prior to the beginning of construction. The General Manager must approve the changes. Irrigation clocks and/or controllers may not be moved or relocated under any circumstances without the specific approval of the Architectural Committee. No Common Area irrigation or electrical systems will be allowed to be enclosed or covered by an Improvement. Any irrigation changes (*i.e.*, sprinkler system, irrigation wiring or main line) needed prior to beginning construction, must be done by the Association's landscape company, at Owner's expense. Irrigation clocks and/or controllers may not be moved or relocated under any circumstances except by the Association's landscaper. No Common Area irrigation or electrical systems will be allowed to be enclosed or covered by any improvement.
6. **Damages.** The Owner shall be responsible for returning any Common Area or any other improvements within the Project damaged by Owner and/or Contractor to its original condition, including any transplanted plant material. Any costs incurred by the Association to restore property to its original or better condition that was damaged by Owner and/or Contractor shall be immediately reimbursed to the Association by Owner and/or Contractor.

S. Solar Energy System.

California State Statute provides that a homeowners association may adopt reasonable restrictions regarding the placement of a solar energy system ("System") if those restrictions do not increase the cost of the System by \$1,000 or decrease the efficiency of the System by more than 10%.

A System may be placed on the Residential Lot, preferably in the least visible area possible from the street and/or common area, provided a modifications application for the System is submitted to the Architectural Committee prior to installation.

Installation of a System must be dealt with very carefully because a roof mounted System can adversely alter the look of the mobilehome from neighboring properties and common areas. Although they can augment electricity demands, they can distract considerably from the over-all look and beauty of the tile roofs, a

distinct feature that adds beauty and value to the community. Thus homeowners are asked to consider these factors prior to submitting an application and plans for a System.

1. The application shall include two copies of the plot plan / diagram showing the location, number, size and shape of the panels for the System and the square footage of roof area covered by the panels, location of the inverter and all conduit.
2. A System must be installed in conformance with the manufacturers' specifications and with all applicable electrical and building codes and standards.
3. A System must be installed by a licensed contractor.
4. System panels must follow the contour of the roof and not above the ridgelines to preserve the architectural symmetry of the roof. Allowance for blocking out existing attic and utility roof vents should be considered when designing the System to insure they are in compliance with state statutes and local ordinances.
5. The inverter should be as close as possible to the existing utility meter and either placed in the garage or camouflaged by landscaping so that it cannot be seen from common area and/or other Residential Lots.
6. All external plumbing, conduits and/or piping associated with the System shall be painted the color of the surface upon which it/they are attached. Color samples of panels and frames shall be submitted with the application for review and approval by the Architectural Committee. Frames should be of a color that best matches the surface upon which it is attached.
7. All conduit and/or wiring must be properly installed through the attic or inconspicuously installed on the home or under the roof eaves.
8. Due to risk of fire and/or explosion, storage of electricity from System panels on the Owner's Residential Lot in a bank of batteries is not permitted. A System is only for residential use for the residence at issue and shall not be a commercial application.
9. The Association is not responsible for trees or shrubs encroaching on panels, debris accumulating on or under panels or shadows cast on panels by adjoining trees or shrubs. Existing trees and other obstructions that may interfere with System efficiency cannot be removed without the written consent of the Architectural Committee (if on the Applicant's Residential Lot) or the Board of Directors (if on the Common Area).
10. The Architectural Committee must approve the removal of solar panels. Upon removal of solar panels, the homeowner must restore the mobilehome to its original state i.e. roof tiles, remove conduit, remove electrical boxes, patch stucco and paint.

Exhibit A
Portola Country Club Homeowners Association
Definitions from Restated CC&Rs

"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.

"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.

"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.

"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.

"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 pursuant to subsection 3.5.2 herein.

"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 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.

"Whitewater River Channel Area" means that certain real property commonly referred to as the Whitewater Channel Common Area legally described as Lot GG of Tract No. 4399 as shown by map on file in Book 77, pages 31 through 36 of Maps, Riverside County Records, as well as that portion of the Northwest quarter of Section 16, Township 5 South, Range 6 East, San Bernardino Base and Meridian, described as follows:

Commencing at the Southwest corner of the Northwest one quarter of said Section 16; thence North 0° 14' 07" East along the West line of said Northwest one-quarter, a distance of 545.65 feet to the true point of beginning; thence South 76° 17' 02" East, a distance of 1482.67 feet, more or less, to the Southwest corner of Lot GG of Tract No. 4399 as shown by Map on file in Book 77, pages 31 through 36 of Maps, Riverside County Records; thence North 13° 42' 58" East along the Westerly line of said Lot GG, a distance of 500 feet to the Southerly line of Lot 268 of said Tract 4399; said Southerly line also being the Northerly line of the Whitewater River Channel per Instrument No. 115950 recorded November 29, 1968 of Official Records; thence Northwesterly along the Northerly line of said Whitewater River Channel, a distance of 1604.29 feet, more or less to a point in the West line of the Northwest quarter of said Section 16; thence South along the said West line to the true point of beginning.

"Whitewater River Channel Area Lots" means those Residential Lots that abut and/or encroach into the Whitewater River Channel Area.

Exhibit B
Portola Country Club Homeowners Association
Architectural Request Form

Date Submitted: _____ Date Received: _____

Owner's Name(s): _____ (Hereinafter "Applicant")

Property Address: _____

Local Phone: _____ Other Phone: _____

Mailing Address: _____

(If different from property address)

If applicable: Architect/Contractor Name: _____ Address: _____ Telephone: _____

The following described modification is proposed and approval is requested in accordance with the procedure outlined in the Association's *Architectural Guidelines*.

Description of project: _____

_____ ("Architectural Improvement")

(Please provide a complete narrative description of the proposed modification and include drawings as appropriate)

This Architectural Request form requires:

a. All copies of plans and specifications, as enumerated in the Application Procedure within the *Architectural Guidelines*.

b. If so required by the Architectural Committee or if this request is to modify an improvement within the Whitewater River Channel Area, a copy of the current certificates of insurance of his/her Contractor (or of Owner, if no Contractor is used) for each of the insurance policies enumerated below to the Association before commencement of work under this Agreement. All policies for liability protection, bodily injury or property damage shall specifically include the Association as an additional insured. The additional insured endorsement must have both Primary and Non-Contributory wording. (See sample of Insurance Certificate and Endorsement). The insurance certificate and endorsement shall contain an additional stipulation that written notification of any change and/or cancellation of the policy(ies) shall be provided to the Association Office in writing within forty-eight (48) hours of such change and shall require thirty (30) days written notice of cancellation. Said policies of insurance shall include the following limits:

(1) Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.

(2) Workers compensation insurance for all personnel assigned to the Community.

(3) Property damage liability insurance with a limit of not less than \$500,000.00 for each accident.

THE APPLICANT UNDERSTANDS AND AGREES TO THE FOLLOWING:

1. The modifications will be made in strict compliance with the approved plans and specifications submitted with this Request Form. Should any changes be required at any time during the project, those changes must be approved in writing by the Architectural Committee and noted on this Request Form.

2. Owner shall indemnify for himself/herself/themselves, as well as for his/her/their successors and assigns, and covenants and agrees to hold Association harmless from all claims, demands or liability

arising out of or encountered in connection with this Agreement or the Architectural Improvement, whether such claims, demands or liability are caused by Owner, Owner's agents or employees, or contractors or subcontractors employed on the project, their agents or employees, or caused by any products installed on the project by said contractor(s) or subcontractor(s), excepting only such injury or harm as may be caused solely and exclusively by Association's gross negligence or wilful misconduct. Such indemnification shall extend to claims, demands or liability for injuries occurring during installation, as well as after completion, including, but not limited to, all of Owner's maintenance responsibilities provided herein. Owner shall further indemnify and hold the Association harmless from all liability related to any damage or relocation of existing sprinkler systems, underground utilities, exterior landscaping or any other damage to existing improvements (wherever located within the Community) resulting from the installation/construction of the Architectural Improvement.

3. Owner understands, covenants and agrees that Architectural Improvements can be damaged by Common Area trees. To the extent that the Architectural Improvement sustains damage from any cause, including, Common Area trees, Owner understands, covenants and agrees that any such damage will be the responsibility of the Owner to repair and/or replace at Owner's sole cost and expense. Owner further covenants and agrees not to request that any Association Common Area tree be removed because it is interfering with / causing damage to Owner's Architectural Improvement; rather, the Association shall not remove any Common Area tree at the request of an Owner unless it can be determined by the Association's arborist that said Common Area tree is diseased and dying.

4. Applicant shall comply with the *Architectural Guidelines* for Portola Country Club Homeowners Association and, if applicable, the Architectural Improvement Agreement and furnish copies of the documents to the contractor(s) engaged by Owner for the improvement. Applicant further understands that it is Owner's responsibility to ensure that his/her contractor(s) also complies with the Architectural Guidelines and any approved application.

5. Applicant shall secure proper building permits, if required by the local governmental entity. **Applicant understands that the City of Palm Desert may not approve any plans which have not yet been approved by the Association's Architectural Committee.**

6. Owner shall not commence work on the Improvement until written Notice to Proceed has been received from Association.

OWNER SIGNATURE(S): _____

=====
[For Association Use Only]

COMMITTEE REVIEW Meeting Date: _____

APPROVED as submitted
 DENIED for the following reasons: _____

HELD OVER (NO APPROVAL) pending receipt of the following information from Applicant: _____

Committee Member Signatures: _____

APPLICANT NOTIFIED OF APPROVAL/DISAPPROVAL. Date: _____
(circle one)

WORK COMPLETED PER SUBMITTAL: Yes No (attach notice)

Verified by: _____ Date: _____

Exhibit B-1
Portola Country Club Homeowners Association
Architectural Committee Approval Placard ("Placard")

(see attached)

The Association's Placard shall have the following verbiage added to it:

Work Permit

The work permit is a separate document you will receive when the application is approved. It must be posted in clear view from the street, from the start of work until completion of work. Upon completion of work, the permit shall be returned to the Architectural Committee at the Association's administrative office. The Architectural Committee will review the work for compliance with the plans and specifications approved by the Association soon thereafter.

Access

The Architectural Committee hereby notifies you that an Architectural Committee representative may be entering your Residential Lot for periodic reviews for compliance with the plans and specifications approved by the Association until the work is completed.

Exhibit C
Portola Country Club Homeowners Association
Easement Request Form for Whitewater River Channel Area Lots

Date Submitted: _____ Date Received: _____
Owner's Name(s): _____ (Hereinafter "Applicant")
Property Address: _____
Local Phone: _____ Other Phone: _____
Mailing Address: _____
(If different from property address)

Identify the exact location of the Existing Improvement for which you seek an Easement: _____

_____ ("Existing Improvement")

(Please provide a complete narrative description of the proposed modification and include drawings/pictures as appropriate)

Applicant is seeking (check one box below):

- Easement Only
- Easement and Modification of Existing Improvements (if this box is checked, then this Exhibit C must also be accompanied with a completed Exhibit B - Architectural Request Form)

Applicant hereby certifies that the Existing Improvements, as they exist now or as modified per the accompanying Exhibit B - Architectural Request Form, have been certified, in writing, by a California Structural Engineer to be structurally sound and in good condition (a copy of said certification MUST accompany this Easement Request Form or the request will be deemed incomplete).

Applicant hereby certifies that the Existing Improvements, as they exist now or as modified per the accompanying Exhibit B - Architectural Request Form, have been certified, in writing, by the Association's California Soils Engineer that if such improvements remain in its present location, it will not impact the Slope Improvements that were installed in the Whitewater River Channel Area (a copy of said certification MUST accompany this Easement Request Form or the request will be deemed incomplete).

OWNER SIGNATURE(S): _____

=====

[For Association Use Only]

BOARD OF DIRECTORS REVIEW

Meeting Date: _____

- APPROVED as submitted
- APPROVED subject to the following conditions (such as a required security deposit): _____

DENIED for the following reasons: _____

HELD OVER (NO APPROVAL) pending receipt of the following information from Applicant: _____

Board Member Signatures: _____

APPLICANT NOTIFIED OF APPROVAL/DISAPPROVAL. Date: _____
(circle one)

Verified by: _____ Date: _____

Exhibit C-1
Portola Country Club Homeowners Association
Easement Agreement For Whitewater River Channel Area Lots
(see attached)

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

PORTOLA COUNTRY CLUB HOMEOWNERS
ASSOCIATION

AND WHEN RECORDED MAIL TO:

GURALNICK & GILLILAND, LLP.
40004 Cook Street, Suite 3
Palm Desert, CA 92211

THIS SPACE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT

[Cover Sheet]

[THIS FORM SHOULD BE USED WHEN AN EASEMENT INTO THE WHITEWATER RIVER CHANNEL AREA IS
GRANTED]

**Portola Country Club Association
Easement Agreement
[address]**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into by and between **Portola Country Club Homeowners Association**, a California Nonprofit Mutual Benefit Corporation (hereinafter referred to as "Association") and _____ (hereinafter referred to as "Owner").

RECITALS

WHEREAS, Association is a California Nonprofit Mutual Benefit Corporation whose specific and general purposes are to provide for the preservation, management, maintenance and care of the architecture and appearance of a planned residential development known as Portola Country Club (hereinafter "Subdivision");

WHEREAS, Owner has submitted an Easement Request form to the Association's Board of Directors for an easement into the Whitewater River Channel Area for the improvements identified in **Exhibit 1**, attached hereto and made a part hereof by this reference ("Existing Improvements") for the benefit of Owner's Lot within the Subdivision, *to wit*, Lot _____ of Tract _____, of Map recorded on _____, in Book _____, Pages ____ to ____, inclusive, of Maps in the Official Records of Riverside County Recorder, California, commonly referred to as _____, Palm Desert, CA 92260 (hereinafter "Owner's Lot"); and

WHEREAS, Owner represents to the Association that said the Existing Improvements shall conform in all respects to the Association's Architectural Guidelines, this Agreement and the Restated Declaration of Covenants, Conditions and Restrictions for the Association (hereinafter referred to as "Declaration" or "CC&Rs"), and any amendments thereto.

A G R E E M E N T

NOW, THEREFORE, in consideration for the review and approval of Owner's Easement request by the Association, the parties hereto agree as follows:

1. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.
2. Owner has provided written certification that the Existing Improvements have been certified by a California Structural Engineer to be structurally sound and in good condition. Owner, at Owner's sole cost and expense, has also provided written certification from the Association's California Soils Engineer that if such improvements remain in its present location, it will not impact the Slope Improvements that were installed in the Whitewater River Channel Area.
3. **Easement.** Association hereby grants to Owner an exclusive easement in, over, through and across that portion of the Whitewater River Channel Area that includes the Existing Improvements as depicted by cross-hatching in **Exhibit 2**, attached hereto and made a part hereof by this reference ("Easement Area").
4. **Maintenance and/or Repair Responsibilities.** Owner for himself/herself/themselves, as well as for his/her/their successors and assigns, covenants and agrees that he/she/they will be solely responsible for the maintenance and repair of all improvements that constitute the Existing Improvements located in the Easement Area.

5. **Indemnification.**

a. Owner hereby indemnifies for himself/herself/themselves, as well as for his/her/their successors and assigns, and covenants and agrees to hold Association harmless from all claims, demands or liability (collectively, "Claims") arising out of or encountered in connection with the Existing Improvements or use of the Easement Area by Owner and/or Owner's invitees as well as any Claims related to the Association entering into this Agreement.

6. **Insurance.** Owner shall also submit to the Association a copy of their current certificates of insurance for each of the insurance policies enumerated below to the Association. All policies for liability protection, bodily injury or property damage shall specifically include an endorsement naming the Association as an additional insured. The insurance certificate and endorsement shall contain an additional stipulation that written notification of any cancellation of the policy(ies) shall be provided to the Association Office in writing and shall require thirty (30) days written notice of cancellation. Said policies of insurance shall include the following limits:

a. Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.

b. Property damage liability insurance with a limit of not less than \$500,000.00 for each accident.

7. This Agreement shall not be modified by either party by oral representation made before or after execution of this Agreement. All modifications must be in writing and signed by both parties.

8. Should arbitration or other legal action be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of cost of suit and not as damages, reasonable attorneys' fees to be fixed by the arbitrator. The prevailing party shall be entitled to recover his costs of suit, regardless of whether such suit proceeds to final judgment.

9. This Agreement shall not be construed against the party preparing it but shall be construed as if both parties prepared this Agreement and in accordance with the laws of the State of California.

10. If any term or provision of this Agreement or application thereof is held invalid or unenforceable as to any party, the balance of the Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

11. Time is of the essence of all provisions of this Agreement.

12. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

13. **Arbitration.** Any claim, controversy or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS) Rules of Practice and Procedure then in effect, except that the parties shall be entitled to only such discovery as is permitted by *Code of Civil Procedure* § 1283.05 and any amendment thereto or successor statutes. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he/she shall deem proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.

14. **Counterparts.** This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding in effectiveness to all parties.

15. Owner agrees that this Agreement shall be a covenant running with the land as it relates to Owner's Unit and shall bind and be a charge upon Owner's Unit and to the successors or assigns hereof. This covenant shall be binding on all parties and all persons claiming under it for a period of sixty (60) years from the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereunder written.

OWNERS — _____

Date: _____

Owner signature

Date: _____

Owner signature

ASSOCIATION — PORTOLA COUNTRY CLUB HOMEOWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation

Date: _____

By: _____

Board President
Authorized Representative of Association

**Exhibit 1 to Exhibit C-1
(Existing Improvements)**

**Exhibit 2 to Exhibit C-1
(Easement Area)**

Exhibit D
Portola Country Club Homeowners Association
Informational Satellite Dish Siting Request Form

Date of Request: _____

Name of Owner/Applicant: _____

Address: _____

Local Telephone Number: _____ Other Telephone Number: _____

Description of Satellite Dish/Antenna:

Preferred Location of Satellite Dish: *[Please attach sketch or map to assist Association's designated representative in siting the location of dish which would be least obtrusive to the surrounding area.]*

Suggested Date/Time Available for Satellite Dish Siting: _____

I UNDERSTAND AND AGREE AS FOLLOWS:

1. I have read the Architectural Guidelines and, if applicable, have furnished copies to the contractor engaged by me for this installation.
2. I agree to comply with the Architectural Guidelines. If applicable, I also understand that it is my responsibility to ensure that my contractor also complies with said Architectural Guidelines.
3. I agree that it is my responsibility to secure proper building permit if required by the local governmental entity.

Signatures: _____

Owner

Owner

[For Association Use Below]

SATELLITE DISH SITING INSPECTION AND APPROVAL:

1. Date of Request Received: _____ Date of Siting: _____
2. Association and Owner have sited this satellite dish installation and approved its location as follows *[describe location or attach sketch]:*
3. **ADDITIONAL COMMENTS AND REQUIREMENTS:** _____

Date: _____

By: _____
Association Representative