

# OUTDOOR RESORT PALM SPRINGS

## RULES & REGULATIONS

(Restatement Adopted 12-04-17; Amended 01.15.18; 12.20.18; 01.14.19; 03.18.19)

### INDEX

<b>SECTION 1</b>	<b>USE OF ASSOCIATION FACILITIES.....</b>	<b>1</b>
	1.A General	
	1.B Reservations of Facilities by Owners for Private Events	
	1.C Owners' Lounge	
	1.D Pergola at El Saguaro	
	1.E Fitness Room	
	1.F La Palma and El Saguaro Kitchens	
	1.G Alcoholic Beverages	
	1.H Prox Cards	
	1.I Transponders	
<b>SECTION 2</b>	<b>SWIMMING POOLS &amp; SPAS.....</b>	<b>6</b>
<b>SECTION 3</b>	<b>PETS .....</b>	<b>7</b>
<b>SECTION 4</b>	<b>GOLF .....</b>	<b>8</b>
	4.A Eligible Players	
	4.B Rules of the Game	
	4.C General Rules & Regulations	
	4.D Golf Cart Use on Golf Course	
	4.E Dress Code	
<b>SECTION 5</b>	<b>PICKLEBALL .....</b>	<b>12</b>
	5.A General	
	5.B Pickleball Committee	
	5.C Organized Play	
	5.D Participation/Prohibited Use	
	5.E Equipment (Amended 01.15.18)	
	5.F Attire	
	5.G Pickleball Machine	
<b>SECTION 6</b>	<b>TENNIS (Amended 01.15.18) .....</b>	<b>14</b>
	6.A General	
	6.B Tennis Committee	
	6.C Organized Play	
	6.D Participation/Prohibited Use	
	6.E Proper Attire	
	6.F League Play/Tournaments	
	6.G Court Reservations	
	6.H Tennis Ball Machine	
<b>SECTION 7</b>	<b>MOTOR VEHICLES (Including Golf Carts &amp; Motorcycles) .....</b>	<b>18</b>
	7.A Operation & Safety	
	7.B Parking Rules	

**7.C General Rules**

<b>SECTION 8</b>	<b>TOW VEHICLE AND DOLLY USE ..... 19</b>
	8.A Restrictions
	8.B Permitted Trailers
<b>SECTION 9</b>	<b>STAGING AREA ..... 20</b>
	9.A Permitted Vehicles
	9.B Parking Rules
<b>SECTION 10</b>	<b>BICYCLES, PEDESTRIANS &amp; SKATERS ..... 21</b>
	10.A Bicycles, Pedestrians & Skaters
	10.B Pedestrians, Roller & In-Line Skaters
	10.C Miscellaneous
<b>SECTION 11</b>	<b>VENDOR/CONTRACTOR RULES ..... 22</b>
	11.A Quiet Hours
	11.B Enforcement
	11.C Additional Rules
<b>SECTION 12</b>	<b>STANDARDS OF CONDUCT ..... 24</b>
	12.A Conduct
	12.B Vandalism
	12.C Sexual Harassment
	12.D Discrimination
<b>SECTION 13</b>	<b>MISCELLANEOUS RULES ..... 26</b>
	13.A Significant Other
	13.B Maximum RV Occupancy
	13.C Washer Dryer Use
	13.D Exterior Clothesline
	13.E Compliance with Local, State or Federal Rules/Regulations
	13.F Business Regulations
	13.G Political Signs
<b>SECTION 14</b>	<b>ELECTION RULES ..... 31</b>
<b>SECTION 15</b>	<b>ENFORCEMENT PROCEDURE (Adopted 12.20.18) ..... 36</b>
<b>SECTION 16</b>	<b>ADMINISTRATION AND ENFORCEMENT ..... 40</b>

## **SECTION 1 – USE OF ASSOCIATION FACILITIES**

### **1.A GENERAL USAGE**

1. Use of Association facilities shall be in accordance with the CC&R's.
2. Use of the facilities will be controlled and supervised by the Activities Office and/or the General Manager, and is subject to availability and the guidelines established by the Board of Directors as follows:
  - a. All private events shall be cleared with the Activities Director. ORPS events and activities have priority over private party functions and scheduling conflicts may require private party events to be rescheduled or moved to another location.
  - b. Smoking is prohibited in all Association buildings. Smoking is also prohibited within 20 feet of any entrance, exit or window of all Association buildings.
  - c. Use of the bulletin boards in main and satellite laundry rooms will be for Association use only. Other items put on these boards may be removed by a designated volunteer owner. Designated clubhouse bulletin boards will be for the use of owners and Association activities only.
  - d. In an emergency, i.e., wind, rain, extreme cold, etc., clubhouse facilities may be used with short notice (3-4 hours) if no activity is taking place. Approval must be obtained from the Activities Office and/or the Manager. During the weekend the owner would merely inform the Security Office. There will be no charge for the use of the facilities in these emergency situations if it is left clean: however, if the facilities require extra cleanup, the cost will be borne by the host.
  - e. Any person considered to be intoxicated or obnoxious will be requested by Security to leave the facility.
  - f. Tickets are required for any participation for any part of a ticketed event. *(Dancing only is not available for non-ticket holders.)*
  - g. The Activities Director, with the recommendation of the event chairman, will determine which volunteers will be given a complimentary meal for non-catered events.
  - h. Party supplies, excluding paper and plastic goods, may be used by checking out/in such equipment in the Activities Office.
  - i. Association business and Activities Office approved communications may be

distributed in the mail boxes by the mail staff.

- j. It is the intent of the Association to be in compliance with the State of California gambling statutes in all activities in both clubhouses.
- k. The Board of Directors or its designee reserves the right to refuse or rescind the rights granted under these Rules and Regulations.

### **1.B RESERVATIONS OF FACILITIES BY OWNERS FOR PRIVATE EVENTS**

Use of facilities and equipment by an owner and/or a group of owners for a private party event requires submittal of a Facility Use Form, payment of all applicable fees, and approval by the Activities Director for events.

Prohibited private party events include, but are not limited to the following:

- Commercial or profit-making enterprises
- Merchandising
- Selling tickets and/or conducting games of chance
- Functions where there is an admission charge\*

\*Fund-raising events may be held with prior approval of the Board of Directors (see Fund Raising Policy).

Owners may reserve the Multi-Purpose Room in the Owner's Lounge, the East Room at La Palma, and the West Room and Pergola at El Saguaro for one-time private events for a non-refundable fee of \$25.00 (which includes set-up and take-down) through the Activities Office. Additional provisions apply to the reservation of these rooms as follows:

- a. One-time private event room reservations will be held once payment of the non-refundable \$25 fee is received by the Activities Office.
- b. Room reservations may be made no more than 60 days in advance of the event without special approval by the General Manager.
- c. No room reservation fee is required for activities that are open to all owners and listed on the Activities Calendar and rooms designated for these events are not available for private one-time events.
- d. No room reservation fee is required for continuous, weekly, ongoing gatherings for game-playing or other purposes except that the owner/organizer should be prepared to make alternative arrangements if the room is reserved for a one-time private event made at least five days in advance of the event. NOTE: One-time events reserved for \$25.00 supersede unpaid reservations.
- e. To ensure room availability and to allow sufficient notification to the owner/organizer of a weekly event, room reservations for a one-time private event must be made at least five days in advance of the event.
- f. The Activities Department will notify the owner/organizer of a weekly booking immediately upon acceptance of a reservation for a one-time event that would interfere with their weekly booking.

Owners may reserve the Ballroom at either La Palma or El Saguaro through the Activities Office under the following guidelines:

- a. Category One events (where the majority of attendees are ORPS owners) – Payment of a Room Rental Fee of \$50.00 which includes set-up and tear-down.
- b. Category Two events (where more than 50% of attendees are non-OPS owners) – Payment of a Room Rental Fee of \$350 plus charges for Security. One additional Security Officer is required for every 50 people attending paid at the current hourly rate with a four (4) hour minimum per officer.
- c. Room reservations may be made no more than 60 days in advance of the event without special approval by the General Manager.

### **1.C OWNERS' LOUNGE**

The Owners' Lounge is located on the east side of the El Saguaro Clubhouse and includes (1) a Gathering Room that includes an adjoining patio, a media viewing theater, conversation areas, and a full bar, (2) the Owners' Library, (3) a Multi-Purpose Room for card playing or small dinner parties, and (4) a Billiard Room.

1. The Owners' Lounge is for the use and enjoyment of owners, and their guests. An owner must accompany their guests at all times. Access is by prox card that is not transferable.
2. The Library is for the use of owners only. Borrowing books, tapes, etc. is on the honor system.
3. All activities in the Owners' Lounge must comply with all governing documents of ORPS Home Owners Association.
4. The Owners' Lounge will be available to owners at all times except when it is used for an ORPS-sponsored event. To ensure full access to the Owners Lounge by all owners, the Owners Lounge (with the exception of the Multi-Purpose Room) cannot not be reserved for private events.
5. Owners may reserve the Multi-Purpose Room, under the guidelines set forth in 1.B above, through the Activities Department.
6. Signs on entrance doors are not allowed. Decorations (such as signs, balloons, banners and the like) are only allowed on table tops except that free-standing, weighted items may be set about the lounge floor during the event.
7. No smoking allowed within the room including the patio area.
8. Meals are to be served and consumed in the Multipurpose Room only. To minimize the likelihood of stains or damage to the furnishings and carpeting, the consumption of food in the Owners' Lounge Gathering Room is discouraged except for finger-foods and small appetizers. No food or drinks are to be set on the pool tables in the Billiard Room.
9. Moving furniture is not allowed except for the chairs that are on casters. Card tables may be put to the side under the supervision of ORPS staff members.
10. The refrigerators at the bar in the Gathering Room and in the Multi-Purpose Room are to be used only in conjunction with a reserved event, or on the day of an informal get-

together. All items placed in the refrigerators should be clearly marked with the owner's name and the date of intended use. Items that are unidentified or with expired intended use dates will be removed and discarded. Refrigerators will be cleaned every Monday.

11. NOTE: Do not attempt to scrub or otherwise treat spills on carpet or furniture. Simply blot and notify housekeeping for professional treatment.

### **1.E FITNESS ROOM:**

1. The Fitness room is open daily from 5:00 am to 10:00 pm for the use of the owners and renters. Access is by prox card that is not transferable. A maximum of two (2) guests per lot are allowed to accompany an owner or renter into the Fitness room. The owner or renter is responsible for the conduct of guest(s).
2. No one under fourteen (14) years of age will be allowed without being accompanied and supervised by an adult.
3. Food and beverages (except water in a plastic container) are not allowed in the Fitness room.

### **1.F LA PALMA AND EL SAGUARO KITCHENS**

1. Use of the kitchens is for owner use only by prox cards that are NOT transferable.
2. Owners may reserve the kitchen and/or refrigerators for a specific event. The activities office will accept reservations if there are no scheduled ORPS activities or previous reservations by owners, the caterer or the café.
3. Items in the refrigerator must be identified with the name of owner and the date of the specific event. Items that are unidentified or with expired dates will be removed and discarded. The refrigerators will be cleaned every Monday.
4. The kitchen microwave, ovens and stoves may be used by owners on a first-come, first-served basis, if the room is not otherwise reserved. The kitchen facilities must be properly shut off and cleaned after each use. Owners that misuse the kitchen will be held responsible for any damages and negligent use.
5. ORPS security checks and secures the kitchens every day at 10 PM.

### **1.G. ALCOHOLIC BEVERAGE SERVICE**

1. No alcoholic beverages may be brought in from the outside to the open bar when the bar is open at either clubhouse except that uncorked wine may be brought into ORPS sponsored events subject to a corkage fee.
2. When the bar is open in either clubhouse, only unopened wine or beer purchased at the bar may be taken from the premises (ABC Section 23396.5).
3. The bartender has the right to refuse service of alcoholic beverages to anyone (ABC Section 25602).
4. When the bar is not open or a room is reserved for a private function, "Bring your own bottle" (BYOB) is permitted subject to the following conditions:
  - a. No one under the age of twenty-one (21) will be allowed to consume alcoholic beverages.
  - b. Owner or owner's guests who are considered to be intoxicated or obnoxious shall not be allowed to consume additional alcoholic beverages.

**1.H PROX CARDS:**

1. Two prox cards are issued per lot at no charge to new owners upon close of escrow. Owners may purchase additional prox cards as follows:
  - Multiple owners: Additional cards may be purchased for multiple owners. Under this rule, the maximum number of cards that can be issued for one lot is four.

Additionally, individual owners are issued one prox card, regardless of how many lots they own.

2. Cards will be confiscated should they be found in the possession of a non-owner. Any owner that provides a prox card to a non-owner shall be subject to any member discipline and/or fines as set forth in the Association's Enforcement Policy.
3. Lost or stolen cards will be replaced at a cost to the owner of fifty dollars (\$50.00), unless an owner has a police report.
4. If a prox card becomes unusable due to normal wear and tear, it can be replaced for a five dollar (\$5.00) charge.

**1.I. TRANSPONDER TAG:**

Transponder Tags must be purchased from Administration and placed on the vehicle windshield or headlight. If a new vehicle is purchased or the windshield replaced, a new tag must be purchased as the transponder tag is not able to be re-used. At time of purchase, vehicle information is to be completed on the Transponder & Prox Card Issuance form and submitted to the Administration Office.

## **SECTION 2 - SWIMMING POOLS & SPAS**

1. Persons needing diapers must use a non-absorbent swim diaper.
2. Per state law, swimmers must shower before entering any pool or spa.
3. Flotation devices are prohibited in the swimming pool areas over Holiday weekends and Easter/Spring break periods.
4. Diving, jumping in, or any pushing and roughhousing are prohibited in any resort pool or spa. Running is not allowed in any pool area.
5. Glass (*except eyeglasses*) is prohibited in the swimming pool area.
6. Bathing suits are required. Other clothing is not permitted in the pool except that sun-protection clothing is allowed.
7. Chairs/lounges may not be saved by placing towels or other articles on them, unless the owner of the item is in the pool area.
8. Management reserves the right to deny use of the pool/spa to anyone at any time for due cause.
9. All persons using pool/spa do so at own risk. Association management is not responsible for accidents or injuries.



### **SECTION 3 – PETS**

1. All pets, including cats, need to be tethered on a 6-foot leash whenever they are outside of the RV in which they are domiciled.
2. No more than two (2) pets (*dogs and cats*) are allowed on a lot.
3. Pets are not permitted in any building, lots other than your own, or in any common area (other than streets) including the golf course and corner areas except that as follows:
  - a. Area adjacent to the Maintenance Yard Entrance.
  - b. Common area adjacent to the front Pedestrian Gate that is bordered by a wall on the west, the loading/parking area to the north, and the access road into the resort and guard shack on the east, between the hours of 7:00 am and 9:00 pm.
  - c. Common area patio that lies between the restaurant and the convenience store at La Palma. Pets may not be left alone in this area and must be controlled in the immediate space of the table where the pet owner is sitting. Other conditions may be posted by the restaurant proprietor as necessary.
4. Work/service dogs for the handicapped are permitted, as required by law.
5. For the safety and well-being of pets, they may not be left unattended in or outside of the RV for extended periods of time.
6. Owners shall not allow pets to continue to bark, creating a disturbance or nuisance to other residents.
7. Whenever possible, owners should have their pets relieve themselves on the lot on which the pet is domiciled and residue should be picked up immediately and urine spots watered.
8. If a pet relieves itself in the street the residue must be picked up immediately.
9. A fenced pet walking area is provided near the main laundry room next to the maintenance yard entrance. Pets must be attended at all times,
10. One small pen is permissible, subject to guidelines specified in the A&A rules, restricted to owner's lot, and not interfering with routine maintenance. Pen area to be used only when the owner is present on the lot.
11. Pets are not to be let free to run at any time while in the resort.

## **SECTION 4 - GOLF**

### **4.A ELIGIBLE PLAYERS**

1. Owners: The golf course is available for play by all owners and members of their family without paying green fees. Owner family members for purposes of this rule include: Spouses, significant others that are registered with the HOA, parents, grandparents, children, children's spouse, and grandchildren. Note that owners whose lot is occupied by a contract purchaser, lessee or renter, and their family members, guests or invitees are not entitled to play golf unless they are a guest of another owner or renter and, in that case, would be required to pay current green fees (refer to CC&Rs Article 3, Section 3.12)
2. Renters: Up to two renters per lot rented that are named and registered with the HOA at time of check-in may play the golf course without paying green fees.
3. Guests of Owners and Renters: Guests of owners may play the golf course and will be charged current green fees. Guests and or family members of renters may play the golf course and will be charged current green fees.

### **4.B RULES OF THE GAME**

1. All players must start from the #1 tee unless otherwise directed by the Golf Starter Shack.
2. Each player must use their own golf clubs and bag. No joint-use/sharing of golf clubs and bag in the same group is allowed.
3. Allow faster players to play through. Ready golf is encouraged at all times.
4. Repair all divots and ball marks, please.
5. Tees are required when teeing off on all holes.
6. Only one ball in play per person. Practicing with 2 or more balls is not allowed and player may be asked to leave the course.
7. You may retrieve only your own ball from the lake with an approved retriever (no rake types). Fishing for golf balls is not allowed.
8. USGA rules govern all play; except as modified by local rules below or on score card:
  - a. Lakes/ponds are to be played as lateral hazards. Player may proceed under stroke and distance rule provision of USGA Rule 27-1; or drop a ball outside the hazard within two club-lengths where the original ball crossed the hazard

- penalty of one (1) stroke. Nearest drop area may be used if it does not advance the ball closer to the hole – one (1) stroke penalty.
- b. Hole 12: The pump house is considered an “immovable obstruction.” If the ball lands and remains on top of the pump house, or interferes with your line of sight to the pin, you may take relief without penalty. You are allowed stance and one club length from the nearest point where you obtain line of sight to the pin, no closer to the hole. The bed surrounding the pump house is not considered a flower bed. If a ball in this bed is deemed unplayable, drop the ball within two club lengths from the point where the ball crossed into the hazard, no closer to the hole. Take a one-stroke penalty. If, after taking your two club length drop, your line of sight is still obstructed by the pump house, you make take your stance plus one club length relief from the point where you obtain line of sight to the pin, no closer to the hole. (One stroke penalty still in effect.)
- c. All flower beds are immovable obstructions – interference by an immovable obstruction occurs when a ball lies in or on the obstruction, or the obstruction interferes with the player’s stance or the area of the intended swing. Player may take relief from interference. If the ball is found player must lift the ball and drop, without penalty, within one (1) club-length of and not nearer the hole than the nearest point of relief - USGA Rule 24-2(b)i. If it is known or virtually certain that a ball that has not been found is in the flower bed the player make take relief under USGA Rule 24-3(b) – drop a ball, without penalty, within one (1) club-length of and not nearer the hole than the nearest point of relief – USGA Rule 24-2(b)i.
- d. Ball hit onto or over a private lot is out of bounds (OB). Private lot lines are four (4) feet to rear of electric meter posts. You may drop within two (2) club-lengths of approximate point ball went OB, no closer to the hole – one (1) stroke penalty. Do not enter onto or hit from private lots. Alternately player may proceed under USGA Rule 27-1, Stroke and Distance, and play a ball as nearly as possible at the spot from which the original ball was last played – one (1) stroke penalty.
- e. On holes #4 and #13, a ball coming to rest on, or across the roadway is considered “Out of Bounds.” Use designated drop area beside green on hole being played – one stroke penalty. Players are not allowed to hit across the roadway
- f. Wear spikeless or soft spike shoes only. No metal spikes on golf course.
- g. Six strokes maximum on any hole. Players must pick up after six strokes to maintain pace of play.

#### **4.C GENERAL RULES & REGULATIONS**

1. The golf starter shack will be open between the hours of 6:30 a.m. to 5:00 p.m. during Pacific Daylight-saving time, and from 7:00 a.m. to 4:00 p.m. during Pacific Standard Time, from opening day in November through May 31st.
2. No lessons allowed on golf course at any time.
3. Do not trespass on owners lots.

4. Each player is responsible and liable for any damage caused by their play. Any damage caused by golfer shall be promptly reported to the owner, starter, or General Manager's office.
5. Only regular type golf carts are allowed on the course. Only the GEM E825 model of the GEM carts is allowed on the Golf course. Contact the Starter with any questions regarding allowable carts.
6. All golf carts that have permission to be on golf course must display a handicapped flag.
7. Golfers younger than 17 years of age must be accompanied by an adult golfer.
8. In order for a Hole-in-One on the 18-hole course to be recognized, it must be witnessed by at least one player who must sign and date the card and provide a contact phone number. Additionally, in order to be counted, the player must complete all 18 holes. First Holes-in-One at ORPS will be recognized on a plaque in the Owner's Lounge.
9. Golfing privileges may be revoked for cause by the golf starter, Golf Marshal, or Security staff at any time.
9. The golf course will be used only for playing golf unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances or when it is deemed a benefit to the Resort. Any other use if prohibited. Observers are allowed on the golf course during gallery events.
11. The process for booking tee times is managed/approved by the General Manager, posted and administered by Golf Starter Shack employees.
12. Private owner functions will not be held on Saturday, Sunday, or holidays. Permission for any exceptions must have approval of the board.
13. Golf fees, including per round green fees, ten-pass fees, twilight golf fees, and back-nine golf fees will be established by the Board of Directors annually with adoption of the Fiscal Year Budget and posted at the Golf Starter Shack.
14. Play on the Back Nine hole course is on a first come first served basis. Playing groups will collect a playing tag from the Starter before commencing play and return the tag when the 9 holes are completed.
15. Unless otherwise directed by a Starter or Marshal, golfers must play all holes in sequence. Golfers skipping holes will be asked to leave the course.

#### **4.D GOLF CART USE ON GOLF COURSE**

The Outdoor Resort Golf Course is a walking golf course. Golf carts may be used on the golf

course, subject to the following rules, by individuals who have a need for special access on the golf course and display an authorized handicap flag as follows:

- **Annual/Seasonal Blue Handicap Flag\*:**

A Blue handicap flag will be issued by the Golf Shack Attendant upon payment of an annual non-refundable \$25.00 fee (to cover the cost of the flag and the increased cost of maintaining the golf course) and presentation of documentation as follows: (1) a government-issued handicap permit or (2) a current letter from a physician, physical therapist, or chiropractor validating the special access need. For purposes of this rule, the annual season runs from October 1 through September 30.

Individuals who have purchased a blue handicap flag are required to re-validate their special access need to the golf course at the beginning of each season by paying the annual fee and providing the required documentation to the Golf Shack Attendant.

- **Daily Use White Handicap Flag\*:**

A Daily Use White Handicap Flag will be issued upon (1) payment of a \$5.00 daily fee for owners and a \$7.00 daily fee for all others; (2) presentation of a government-issued handicap permit or a current letter from a physician, physical therapist, or chiropractor validating the special access need; and (3) deposit of the golfer's identification (driver's license or ORPS prox card) with the Golf Shack Attendant. The golfer's identification will be returned at the end of play when the white access flag is returned to the attendant or to Security if the attendant has left for the day.

\*Individuals who are 85 years old or more are exempted from the requirement to provide documentation proving their special access need, but must pay fees and adhere to all rules relating to golf cart use on the golf course.

- **Use of Golf Carts on the Golf Course:**

1. A handicapped individual must be playing golf to drive on the course; non-handicapped persons are not permitted as passengers in the carts.
2. Handicapped persons playing in the same twosome/foursome must share a cart.
3. Golf carts are to be ridden and parked on the left side of the golf course whenever possible.
4. Parking on the tees is not allowed and golf carts may not be parked closer than 30 feet away from the green. Always park on the left side of the fairways and walk to the ball.

### **4.E DRESS CODE**

#### **ACCEPTABLE**

Men's Shirts with sleeves **and** collars  
Women's Shirts may have sleeves **or** collars  
Mock turtle neck golf shirts  
Shorts no shorter than mid-thigh  
Proper golf shoes or tennis shoes,  
soft spikes only.

#### **NOT ACCEPTABLE**

#### **NOT ACCEPTABLE**

Bare feet  
Sandals except golf sandals  
Long, elongated arm holes  
Swim wear  
Bike shorts (*tops/Bottoms*)  
Bare midriff shirts  
Men's "Muscle" tops  
Low plunging necklines  
Short shorts/hot pants  
No boots or leather soled shoes  
No jogging shorts or cut-off jeans

## **SECTION 5 - PICKLEBALL RULES**

### **5.A GENERAL**

The Pickleball Program at ORPS is designed to provide a quality Pickleball program for as many ORPS owners and renters as possible.

The ORPS Pickleball program is administered by the Pickleball Committee under the guidelines established by the ORPS Rules and Regulations and the ORPS Board of Directors.

### **5.B PICKLEBALL COMMITTEE**

See Pickleball Committee Charter for information regarding the Officers of the Pickleball Committee.

### **5.C ORGANIZED PLAY**

Organized play includes: Beginner, Novice, Intermediate, Advanced and Open Play. Tournaments will be defined by the Pickleball Committee.

All organized play will be reflected on the Pickleball Master Schedule. The Schedule is posted at the courts.

### **5.D PARTICIPATION/PROHIBITED USAGE**

Participation in organized play, as defined above, shall be available to lot owners and lot renters.

Guests brought by owners and renters may use the ORPS pickleball courts as per the posted Pickleball Schedule. Tournaments will be scheduled by the Pickleball Committee. Tournament play is only for ORPS owners and renters, no outside guests are allowed.

Persons under fourteen (14) years of age, unless accompanied by parents grandparents, are prohibited access to the courts.

Use of lighted courts before 7:00am or after 10:00 pm is prohibited.

Chairs and tables only allowed in shaded area.

Pickleball courts will be used only for playing pickleball unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances or when it is deemed a benefit to the Resort. Any other use is prohibited.

### **5.E EQUIPMENT** (Amended 01.15.18)

Only the quiet ball, or equivalent, as demonstrated during the pickleball trial, will be allowed to be used at ORPS. Only the Board of Directors in its sole discretion shall have the authority to determine whether a different ball may be used at ORPS.

**5.F ATTIRE**

All persons on any pickleball court must wear non-marking tennis shoes. No street shoes, sandals, thongs or bare feet are permitted. All pickleball players are required to wear shorts, shirts, jackets, sweat suits or other such similar attire.

**5.G PICKLEBALL BALL MACHINE**

Access to and use of the ORPS pickleball ball machines and retrievers will be managed by the ORPS Pickleball Committee. Usage of the pickleball ball machines and retrievers are restricted to ORPS owners and renters.

## **SECTION 6 - TENNIS**

### **6.A GENERAL**

The tennis program at ORPS is designed to provide a quality tennis program for as many ORPS owners and renters as possible.

The ORPS tennis program is administered by the Tennis Committee under the guidelines established by the ORPS Rules and Regulations and the ORPS Board of Directors.

### **6.B TENNIS COMMITTEE**

See Tennis Committee Charter for information regarding the officers of the Tennis Committee and the responsibilities of the various members of the Tennis Committee.

### **6.C ORGANIZED/COMPETITIVE PLAY**

Competitive Tennis includes: League Matches and Top Gun

Organized Play includes: The Daily Draws, Nets, Couples Only Tennis, The Horse Race, and Mixers, and any other special tennis activities that may be defined and approved as Organized Play by the Tennis Committee.

All Organized/Competitive Play will be reflected on the Hold My Court website.

Horse Races, General, and Tennis Committee meetings are scheduled on the first Saturday of each month. In case of rain or adverse court conditions, the Horse Race and General and Tennis Committee meetings will be rescheduled by the Tennis Committee

### **6.D PARTICIPATION/PROHIBITED USAGE**

1. Participation in Competitive Tennis is only available to owners and renters.
2. Participation in Organized Play is available to owners and renters with guests allowed if accompanied by an owner or renter and if space is available.
3. Persons under fourteen (14) years of age, unless accompanied by their parents or grandparents, are prohibited access to the courts.
4. Use of lighted courts before 7:00am or after 10:00pm is prohibited.
5. Pool chairs, lounges, or tables are not permitted on the court surface.



6. Tennis courts will be used only for playing tennis or pickleball unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances or when it is deemed a benefit to the Resort. Any other use is prohibited.
7. Abuse of tennis facilities of any kind, such as using the courts for other games, marking courts, hitting and pushing tennis nets, and hitting balls against the windscreen, will not be tolerated.
8. All tennis courts will be locked. Owners may obtain keys from the Association office Monday through Friday, from 9:00am to 5:00pm, and weekends from Security. There is a limit of two keys per lot owner. Replacement keys will be issued in the Manager's office at a cost of \$25.00 each. Renters can obtain a key from the rental office (*on a temporary basis*).

#### **6.E PROPER ATTIRE**

1. All persons must wear non-marking tennis shoes. No street shoes, sandals, thongs or bare feet are permitted.
2. All tennis players are required to wear proper attire, including shorts, shirts, jackets, sweat suits or other such similar attire.

#### **6.F. LEAGUE PLAY**

Four women's leagues and two men's leagues are authorized for tournament play; additional leagues must be approved by the General Manager.

#### **6.G. COURT RESERVATIONS**

Owners/Renters must reserve courts on a first-come basis using the Hold My Court reservation website. Courts may be reserved six (6) days in advance.

1. During the calendar season, From November 1 through April 30, the La Palma courts, the El Saguaro courts, and the four satellite courts (B, C, D, E) will be blocked out for Organized/Competitive play from 8:00am to noon daily. Courts A & F will be available for open play. However, these open courts may be reserved for Organized/Competitive play from November 1 through April 30, on an "as needed" basis. Additional courts will be blocked out as needed to accommodate changes in Organized/Competitive Play approved by the Tennis Committee. Organized/Competitive Play is defined in 6.C above.
2. The Tennis Committee must approve the reservation of all courts for tournaments or other special events during the season of peak usage.
3. Individual Owners/Renters may reserve one court per day for a maximum of two (2) hours for any one group (*singles or doubles*).

4. If play is not commenced within ten (10) minutes on a reserved court, the reservation will be void and the court will be available for open play.
5. Satellite courts will be secured and equipment removed from May 1 to October 1.

#### **6.H TENNIS BALL MACHINE**

1. The ORPS ball machines and retrievers will be located (*chained and locked*) at La Palma and Satellite F courts.
2. Access to, and usage of, the ball machines is restricted to Owners/Renters 18 years of age and older.
3. The keys to unlock the ball machines can be obtained at the ORPS Security Station. Owners/Renters will leave their prox card as a deposit.
4. A “log out/log in” record of keys to the ball machines will be maintained at the ORPS Security Station.
5. The ball machines will not be available during League play, nor any special event requiring use of the La Palma courts and/or Court F.
6. To ensure that a ball machine/court is available, reservations should be made for both. Ball machine reservations may be made twenty-four (24) hours in advance at the Security Station. Court reservations are made as stated in Section 6.G above.

**Note:** If one person has a reservation for the ball machine, and a different person has reserved the corresponding court for the same time, the person with the court reservation shall have precedent.

7. Ball machine usage is limited to two (2) hours at any one time.
8. Ball machine use and responsibilities:
  - a. Tennis balls must be picked up and returned to the container before leaving the court.
  - b. Ball machines and ball retrievers must be returned to the fence, the ball machines covered, and all equipment locked to the fence.
  - c. The ball machine key must be returned to the Security Station and the prox card retrieved.
  - d. Any ball machine malfunctions should be reported to the Security guard on duty. Security will notify a member of the Tennis Committee for resolution.

## **SECTION 7 - MOTOR VEHICLES**

### **7.A MOTOR VEHICLES OPERATION & SAFETY (INCLUDING GOLF CARTS AND MOTORCYCLES)**

1. Drivers shall not exceed 10 miles per hour and shall stop at all stop signs.
2. Reckless or erratic driving of any motorized vehicle (including, but not limited to, motor vehicles, motorcycles, golf carts, etc.) within the Resort is prohibited.
3. Drivers of any vehicle in the Resort, must have a valid current driver's license in their possession when operating the vehicle and must comply with the financial responsibility requirements (insurance) established per the California Vehicle Code.
4. Learners driving permits are allowed only when accompanied by a licensed adult, per California Vehicle Code.
4. Golf carts drive after dark are required to have functioning headlights and tail-lights.
5. State helmet laws shall apply to all motorcycle riders.

### **7.B MOTOR VEHICLE/GOLF CART PARKING RULES**

1. Motor Vehicles including golf carts are not allowed to be parked on perimeter streets or on the grass area of any lot or common area, with the following exceptions:
  - a. Curbside parking is allowed on the perimeter streets immediately adjoining the clubhouses for golf carts and motor vehicles only during special events.
  - b. Golf carts are allowed to park curbside on either side of the street immediately in front of the El Saguaro clubhouse between 7:00 am and 4:00 pm. During this time period, motor vehicles are not allowed to park in this area except during a special event. After 4:00 pm, both golf carts and motor vehicles are allowed to park in this area.
  - c. Parking in the El Saguaro driveway is prohibited.
  - d. The turnout driveway at La Palma Clubhouse is for temporary parking only.
  - e. The parking area at the west side of the La Palma tennis courts is designated parking for the Convenience Store and Restaurant when either are open.,
  - f. No curbside parking is allowed on the west side of the La Palma Clubhouse
  - g. During golf events, golf carts are allowed to be parked on common area

grass areas and along perimeter streets, as long as no driveway is blocked and/or the passage of traffic on the street is not impeded.

2. A vehicle parked on a lot shall be parked so as not to protrude into the street.
3. Vehicle parking by owners or guests of owners on a lot other than their own is not permitted without the written permission of the lot owner. Security will issue a parking permit for said vehicle on said lot if a written permission card is on file. A vehicle parked overnight on another lot without a visible parking permit in their vehicle will be considered illegally parked and may be cited by Security.
4. Illegally parked vehicle(s) blocking access to a lot or common area may be towed without prior notification at the vehicle owner's expense.
5. There is no overnight parking at any of the clubhouses, main laundry, or satellite parking areas without a temporary parking permit. A temporary parking permit not to exceed 72 hours may be issued by Security; any request for a permit in excess of 72 hours must be approved by the General Manager or his/her designee.

#### **7.C GENERAL RULES**

1. Any authorized van conversion which may or may not have an RVIA sticker is not allowed to be connected to any utility, or used for a sleep facility.
2. Three or four-wheeled ATV's or vehicles whose primary design is for off-road use only are not permitted to operate in the resort.
3. Only two (2) approved golf carts and one (1) licensed passenger vehicle or one (1) approved golf cart and two (2) licensed passenger vehicles will be allowed on each lot.
4. Motorcycles are to be counted as one of the above-allotted vehicles (*limited to two (2)*).
5. All lots within Outdoor Resort are to be used solely for recreational vehicles. However, with prior approval of the A&A Committee, an owner may be permitted to use the lot for parking of vehicles after taking into consideration the appearance and aesthetics of the lot. Parking restrictions and vehicle limitations will be in accordance with Section 7.B and 7.C above.
6. Large commercial trucks (extending more than 24' in length) will not be permitted to remain in the resort overnight unless a special permit, not to exceed twenty-four (24) hours, is displayed in the windshield of the vehicle. Permit can be obtained from the General Manager in advance.
7. Tractor trailers (*commercial*) are not permitted into the resort except for delivery of goods,

## **SECTION 8 - TOW DOLLY & TRAILER USE**

### **8.A RESTRICTIONS**

1. Trailers transporting vehicles and other personal items will not be parked on the resort common area, i.e., roadways, parking Lots, or green belts (grass) overnight, or at any other time, except to load or unload, which time shall not exceed one (1) hour.
2. Trailers used for the following purpose are not permitted to remain on any lot prior to sunrise or after sunset.
  - a. Transporting of off-road vehicles and off loading of vehicles is not permitted.
  - b. Transporting golf carts.
  - c. Transporting construction tools or materials.
  - d. Combination trailers for cars and boats.
  - e. Trailers having an open or tall metal structure.

### **8.B PERMITTED TRAILERS**

1. Only licensed trailers which transport motor vehicles are permitted, subject to the following limitations:
  - a. One (1) single-axel dolly (licensed or unlicensed) may be parked on a lot at any time, provided it is completely parked on the concrete pad, directly behind the RV.

## **SECTION 9 - STAGING AREA**

### **9.A PERMITTED VEHICLES**

1. RVs permitted within the Resort, as defined in the A&A Rules, Section 2.A.
2. Trucks or other vehicles on which trailers or 5th wheels are attached.
3. Visitor trucks, RV's, or other licensed passenger vehicles.
4. Resort vehicles (*golf carts*) used for sales and rentals, and staff use.
5. Passenger motor vehicles of prospective buyers and guests while visiting Sales/Rental Office.
6. As more specifically identified in the Architecture & Aesthetic (A&A) Rules, park trailers/destination trailers are not permitted within the Resort (See Section 2, Subsection A.5, of the A&A Rules)

### **9.B PARKING RULES**

1. The staging area is primarily for parking RV's while the guests are registering and is not intended to be used as a long-term parking or storage facility.
2. No vehicle is allowed to park overnight in the staging area without a temporary parking permit issued by security, a temporary parking permit for up to 72 hours may be issued by security. Any request for parking in excess of 72 hours must be requested from and approved by the General Manager or his/her designee parking is based on availability of two designated spaces.
3. Guests arriving after 10:00 p.m. with prior reservations will be allowed to park overnight in the staging area.
4. The exit road turnout is for temporary parking and is restricted to thirty (30) minute parking. Engines must be shut off while unit is parked in this area. Only the General Manager or the Security Director may authorize parking in those areas in excess of 30 minutes.

## **SECTION 10. - BICYCLES, PEDESTRIANS AND SKATERS**

### **10.A BICYCLES, PEDESTRIANS AND SKATERS**

1. Bicycles shall be ridden on the right side of the roadway and not more than two (2) abreast. Bicycles shall be ridden with traffic. Bicyclists, joggers, and skaters shall observe all posted stop signs.
2. Bicycles ridden after dark (one-half hour after sunset) are required to have a front illuminated headlight or secured flashlight and a rear reflector.
3. There shall be no parking of bicycles in El Saguaro driveway.
4. Per state law, bicycle helmets are required for children under 18 years of age.
5. Bicycles are not allowed on any paths in the resort.

### **10.B PEDESTRIANS, ROLLER & IN-LINE SKATERS**

1. Pedestrians shall walk or jog against traffic on left side of road.
2. Pedestrians who walk or jog at night must carry a lighted flashlight.
3. Skaters shall yield right-of-way to motor vehicles at all times and skate on the right side of the road going with the traffic.
4. All paths (except those accessing the golf course) are for pedestrian use only.

### **10.C MISCELLANEOUS**

1. The following are prohibited in the resort:
  - Skateboards of any kind
  - Push scooters
  - Motor driven toys
  - Radio-controlled toys
2. Motorized scooters may be ridden by individuals with a valid State Operators license.

## **SECTION 11 - VENDOR/CONTRACTOR RULES**

### **11.A QUIET HOURS**

1. Work will not be allowed to start prior to 07:00 hrs during the week (Mon-Fri) and 09:00 on Saturday's.
2. There will be no Vendor activity in the resort on Sundays, except in the case of an emergency.
3. All Vendor work and activity will stop and Vendors will be off the property by 18:00 hrs (6:00 pm) daily. *Note this means off the property and not in the process of cleaning up to leave*
4. On the prescribed holidays noted below, there will be no vendor activity in the resort except in the case of an emergency.
  - a. Christmas Day
  - b. New Year's Day
  - c. Thanksgiving Day
  - d. Labor Day
  - e. Independence Day
  - f. Memorial Day

### **11.B ENFORCEMENT**

1. Vendors found in the resort during the quiet hour time noted above will be escorted off the property by Security.
2. A second offense will result in the Vendor being escorted off resort property and not allowed re-entry to the resort until specific authorization is granted by the resort General Manager.

### **11.C ADDITIONAL RULES**

1. All work sites will have the approved permit posted and in plain site before any work starts, all work will be stopped if the permit is not properly posted.
2. All curbside parking will be marked with traffic cones to assist with traffic safety.
3. All sites with any kind of heavy construction/destruction will be cordoned off for safety.
4. Only the necessary number of vehicles to facilitate the effective completion of the job will be at the work site. All others will be parked in a location designated by security or off the property.
5. At no time will a vendor allow his equipment to create a barrier to the safe ingress or egress of normal traffic or emergency vehicles.
6. At no time will a vendor or his employees leave their vehicles and or equipment unattended at the work site.
7. At no time will the vendor leave his equipment in the resort overnight.
8. At no time will the vendor use an opposing lot or resort common area as a staging area for materials, only the lot being worked on will serve as the staging area for supplies and or materials, otherwise the materials will need to be kept off site until needed.
9. The Vendor will not allow any run-off of materials such as chemicals, concrete, etc., to enter into the irrigation water system of the resort via the gutter system. All



waste will be contained, cleaned up and removed off property by the vendor.

10. Vendor will insure that the work site is kept safe at all times for the residents around the site.
11. All dust will be controlled by the vendor to insure that the neighboring residents and their property are not adversely affected.
12. All vendors will insure that the work site is properly cleaned up and made safe at the end of each work day.
13. Vendors will not touch any resort related:
  - a. Irrigation systems
  - b. Fresh water lines
  - c. Electrical lines and or fixtures
  - d. Landscaping fixtures or plantings

*Note: Any work needed to re-route any water or electrical items or the removal of any landscaping features that belong to the resort will require a request and approval to have these items taken care of. Any approved work will be accomplished by resort staff members unless otherwise directed by Management.*

14. Any concrete deliveries in excess of four (4) sq. yards per load will need to be pre-approved during the permit process.
15. Vendors will attempt to notify the neighbors of any pending loud noise construction items and when they are expected to occur and for how long they will go on.

## **SECTION 12 - STANDARDS OF CONDUCT**

These rules & regulations are considered necessary to provide for, and promote, the health, safety, general welfare of, and quiet enjoyment of all residents of the resort.

### **12.A CONDUCT**

1. Improper conduct by a member-owner, their family member(s) or guest(s) which;
  - a. Tends to injure the good name of other member-owners, or the association, its directors, officers, agents, or employees in the performance of their designated duties;
  - b. disturbs said association's well-being; or,
  - c. hampers the associations representatives in their work is a violation of the intent of the provisions of the association's CC & R's.
2. Such prohibited improper conduct directed toward, or in the presence of, an association representative or between member-owners shall also include the following:
  - a. Profanity and abusive language.
  - b. Threatening or offensive gestures and words.
3. Guests of member-owners who subject other member-owners, tenant guests of members, and association representatives to the improper conduct cited in section 1 and 2 above, are to be summarily evicted from the resort by security or by a peace officer.
4. Disciplinary action may be taken against a member-owner or their family member(s) for violation(s) of these rules & regulations.

### **12.B VANDALISM**

Vandalism will be punished to the fullest extent of the law. Removing or altering any signs in the resort will not be tolerated, moving exercise equipment, tennis court equipment, golf course markers, equipment or signs are punishable by immediate fines, established by the Board of Directors. Tampering with resort equipment is prohibited.

### **12.C SEXUAL HARASSMENT**

1. It is the policy of this association that all owners, guests, agents, and employees shall adhere to a standard of conduct that is respectful, courteous, and professional. Harassment or discrimination on the basis of sex or race is a violation of Section 703 of Title VII of the Civil Rights act of 1964, as amended by the Civil Rights Act of 1972.
2. Sexual harassment is defined (EEOC part 1604) as:  
Unwelcome sexual advances, request(s) for sexual favors, and other verbal or

physical conduct of a sexual nature when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an Individual's employment.
- b. submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual(s).
- c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **12.D DISCRIMINATION**

1. Discrimination is defined as:  
Unequal treatment of employees or applicants for employment without adequate justification based on race, religious creed, color, national origin, ancestry, physical/mental handicap, medical condition, pregnancy, marital status, sex, age, political beliefs, or other non merit factors,
2. Discrimination is illegal.
3. Examples of acts of discrimination which will not be tolerated include:  
  
The use of verbal derogatory comments slurs or jokes, derogatory pictures, cartoons or posters, and actions which result in an employee being treated unequally.

## **SECTION 13 - MISCELLANEOUS RULES**

### **13.A SIGNIFICANT OTHER**

1. “Significant Others,” sometimes referred to as domestic partners, are two adults who are not married and have chosen to share one another’s lives (living together).
2. The Board has established that “Significant Others” should have the same rights and responsibilities as married couples/spouses with regard exclusively to the use and care of all the facilities, sports and entertainment at ORPS, to include, without being limited, golf, tennis, pickleball, the fitness center, the clubhouses, the pools and the owners’ lounge.
3. For ORPS purposes only, to establish such a relationship, the owner of record must file with the ORPS Owners’ Association a “Declaration of Significant Other” naming the significant other. The Declaration of Significant Other is attached and incorporated herein to this rule.
4. A “Significant Other” relationship as established herein shall be terminated upon one of the following events:
  - a. The owner no longer owns a lot at ORPS;
  - b. The death of either party; or
  - c. The written notice to ORPS of termination of the “Significant Other” relationship by the owner.
5. A “Significant Other” is subject to all Governing Documents of the Association.
6. All other ORPS rules in conflict herewith are hereby rescinded to the extent of said conflict.

## DECLARATION OF SIGNIFICANT OTHER

This is to declare that \_\_\_\_\_

Is my significant other and as such has the same rights and responsibilities as married couples/spouses with regard exclusively to the use and care of all the facilities, sports and entertainment at ORPS, to include without limitation golf, tennis, pickleball, the fitness center, the clubhouses, the pools and the owners' lounge.

By: \_\_\_\_\_  
Print Name

Signature: \_\_\_\_\_

Owner of Record, Lot # \_\_\_\_\_

Date: \_\_\_\_\_

### **13.B MAXIMUM RV OCCUPANCY**

Maximum Occupancy for any Recreational Vehicle is limited to three individuals remaining in the Recreational Vehicle overnight, except as provided below.

1. Owners prior to April 26, 2017, are allowed to have up to six individuals occupy the Recreational Vehicle on an overnight basis (OCCUPANCY defined in the CC&Rs) until the Lot is sold to a new owner at which time this provision expires.
2. Owners of record after April 26, 2017 and guests of Owners are allowed a maximum of three individuals remaining in the Recreational Vehicle on an overnight basis. The exception is that a MAXIMUM of six individuals can remain in the Recreational Vehicle overnight up to 14 consecutive days in three instance periods in a calendar year. Periods cannot run consecutively.
3. All tenants, either short or long term, may have a MAXIMUM of six individuals remain in the Recreational Vehicle overnight for up to 30 days, ONE instance per calendar year.

### **13.C WASHER/DRYER USE**

Commercial usage of all ORPS-owned washers and dryers is prohibited and violations will be subject to the Enforcement Policy.

### **13.D EXTERIOR CLOTHESLINE**

Exterior clotheslines may be used in a location in the backyard of a Lot at times and in a manner so as to reduce and limit visibility from adjacent properties and the common areas. Clotheslines or drying racks must be set back a minimum of 20 feet from the front property line and be located on the patio side of the lot. Any clotheslines or drying racks that will be permanently installed must follow the architectural review process and obtain architectural approval prior to installation. Clotheslines and drying racks may not include any stairs, railing, awning or other exterior portion of the RV.

### **13.E COMPLIANCE WITH LOCAL, STATE OR FEDERAL RULES/REGULATIONS**

Owners are to comply with any restrictions or regulatory rules that are enacted by any local, state or federal agency. The Association has the right, but not the obligation, to enforce these restrictions or regulatory rules even if the entity itself does not enforce them.

## **13.F BUSINESS REGULATIONS**

Conducting any business or trade is prohibited, except that an Owner or Occupant residing in a Dwelling Unit may conduct business activities which are commonly conducted within residential areas within the Dwelling Unit so long as:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit;
2. the business activity conforms to all zoning requirements for the Properties;
3. the business activity does not involve visitation to the Lot or Dwelling Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and
4. the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

## **13.G – Political Signs**

### **1. Political Signs – Local, State, and National Elections**

- a. Owners may not install signs, flags or banners on any portion of the Common Area.
- b. An Owner may display a single political sign, flag or banner on their lot no more than 60 days prior to an election. Any sign, flag or banner so installed must be removed within 10 days following an election.
- c. No sign, flag or banner may be illuminated.
- d. No sign, flag or banner may be installed in a manner that poses a visibility hazard or in a manner that may result in a threat to public health or safety.
- e. A sign may not exceed 9 square feet in size. A flag or banner may not exceed 15 square feet in size.
- f. A sign, flag or banner may not be painted on any surface of a n RV or Lot, made of flora, balloons, lights, roofing, siding, paving materials, or other similar building, landscaping or decorative components.
- g. A sign, flag or banner must be properly secured and/or installed and may be displayed free-standing on a lot, or from a window or door of an RV.

### **2. Internal Elections – Outdoor Resort Palm Springs**

- a. Signs and other materials advocating candidates for Board of Director vacancies shall comply with the above provisions A.2 through 7 for placement of signs or banners on an owner's lot.
- b. Signs may be displayed on golf carts within the Resort.
- c. Information regarding initiatives brought to the membership for ballot approval and information communicating the qualifications of candidates for Board Director, will be posted at El Saguaro and La Palma on easels. Election materials are not authorized

on the bulletin boards at the Satellites due to bulletin board size limitations. With the advance approval of the General Manager or Board of Directors, election materials may be authorized in other areas of the Common Area for a limited duration with the following considerations:

- i. For Board of Director elections, equal access must be provided to all candidates.
- ii. Approval will be authorized for a specific period of time and must be removed on the date specified. Approval will take into account factors including:
  - Size of the materials to be posted;
  - Quantity (normally limited to one page);
  - Surface on which the materials are to be posted, ensuring no damage to any common area will occur; and
  - Secured to minimize litter pollution.

### **3. Enforcement**

Any sign, flag or banner installed in violation of any of these provisions must be immediately removed by an Owner upon notice by the Association. If an Owner fails or refuses to remove an item in violation of this policy, the Association will enter the Lot and remove the flag, sign or banner pursuant to "Article 15, Section 15.1(H) of the CC&Rs. Any costs associated with removal of the item in violation or any enforcement or legal action to compel removal of the item in question will result in a reimbursement assessment levied against the Owner pursuant to Article 5, Section 5.6(A)(2) of the CC&Rs.



## **SECTION 14 ELECTION RULES**

### **Applicability of Election Rules**

1. These Election Rules shall apply to elections required to be held by secret ballot pursuant to *Civil Code* Section 5100(a). The Board of Directors may, in its discretion, also determine to apply these Election Rules to govern an election on any topic that is not expressly required by statute to be conducted by secret ballot.

### **Access to Association Communications**

2. No member shall be provided access to association media within the period thirty days prior to the date the first election ballot material is sent to the membership. The term "association media" does not include within its definition the official ballot materials sent to the membership inclusive, for board of director election, any statement advocating their candidacy, biographical description, and/or photographs of candidates. To the extent that any candidate or member advocating a point of view is provided access to association media, newsletters, or Internet Web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view.
3. The Association will not edit or redact (black out) any content from communications set forth in Section 2. The Association may include a statement that the candidate or Member, and not the Association, is solely responsible for the content of the communication.
4. Candidates, including those who are not incumbents, and Members advocating a point of view reasonably related to the election, shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge for purposes reasonably related to the election, except that the Association may require cleaning/security deposits or other procedures to reserve Common Area meeting spaces.

### **Candidate Qualifications**

5. Qualifications for candidates to the Board of Directors shall include:
  - a. Candidates must be Members of the Association.
  - b. Only one Owner per Lot shall be eligible to serve on the Board at any time. Candidate must not be related by blood or marriage to or reside in the same household with any other Board member or another candidate.
  - c. Candidates must not be delinquent in the payment of any Association assessments, late charges, collection costs, fees, or other financial

obligations imposed by the Association at the time the candidates name is placed in nomination and at the date of election or tabulation of ballots.

- d. Candidates must not be in violation of the Association's Governing Documents for the three (3) months immediately preceding the date of the election.
- e. Candidates must not have any outstanding fines/penalties or suspension of membership privileges.
- f. Candidates must be in Good Standing. For purposes of these Election Rules, "Good Standing" means that the candidate meets all the qualifications listed in this Section 5 and any other standards set forth in the Association's Governing Documents.
- g. Candidates must meet any other qualification requirements in the Association's Governing Documents.

### **Nominations**

- 6. Procedures for nomination of candidates to the Board shall allow for nomination by a Nominating Committee, by personal declaration of candidacy, or by nomination of any other Member. If the Board chooses to appoint a Nominating Committee, it shall consist of two (2) or more Members appointed by the Board.

### **Voting Qualifications**

- 7. Qualifications for voting shall include, but not be limited to, the following (as further described in the Association's Governing Documents):
  - a. Member must be an Owner of record of a Lot and the Member's name must appear on the official records of the Association as of the record cut-off date set by the Inspector(s) of Elections and/or Board of Directors. If no record is set, the cut-off date shall be 60 days before the date first set for tabulation of ballots.
  - b. Member must be in Good Standing under the same criteria as candidates, as set forth in Section 5.
  - c. Member's voting privileges cannot have been suspended.
- 8. The voting power of each Member shall be as described in the Association's Bylaws and/or Declaration.
- 9. If the Governing Documents allow the voting power of the Association to be reduced due to suspension of voting privileges, the Inspector(s) of Elections shall have the authority to use any reduced voting power for purposes of establishing the quorum requirement.
- 10. The Inspector(s) of Elections has the discretion to count ballots submitted by Members not in Good Standing only for the purpose of establishing the required quorum.

## **Inspector(s) of Elections**

11. Inspector(s) of Elections (i.e. independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.
12. The following persons may not serve as Inspector(s) of Elections: Board members, candidates, persons who are related to Board members or persons who are related to candidates.
13. The following persons are independent third parties and may serve as Inspector(s) of Elections: The Association's CPA, Property Manager, Attorney, or other professional hired by the Association. Association Members who are not Directors or a candidate or a person related to a Director or a candidate may serve as Inspector(s) of Elections.
14. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.
15. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.
16. The Inspector(s) of Elections are charged with performing the following duties:
  - a. Determine the number of memberships entitled to vote and the voting power of each.
  - b. Determine the authenticity, validity and effect of proxies, if any.
  - c. Receive ballots.
  - d. Verify the Member's information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member's information and signature on the outer envelope prior to the election;
  - e. Hear and determine challenges and questions in any way arising out of balloting or the election.
  - f. Count and tabulate all votes.
  - g. Determine when the polls shall close, consistent with the Association's Governing Documents.
  - h. Determine the tabulated results of the election.
  - i. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the homeowners within 15 days of the election.
  - j. Retain the ballots at a location designated by the Inspector(s) of Elections pursuant to *Civil Code* Section 5125.
  - k. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with the Association's Governing Documents, *Civil Code* Sections 5100 - 5145, the Corporations Code, and

these Election Rules to the extent not in conflict with *Civil Code* Sections 5100 - 5145.

### **Election Procedures**

17. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents and as set forth below:
  - a. **Set Date of Annual Meeting:** No less than 90 days before the Annual Meeting.
  - b. **Provide notice of pending election and ask for candidates for Board of Director Elections:** 60 - 90 days before the Annual Meeting
  - c. **Appoint Inspector of Elections:** 45 – 60 days before Annual Meeting
  - d. **Establish Date of Record:** 30 days prior to mailing of election materials. Only members in Good Standing as of the date of record shall be entitled to vote on any issue or matter presented to the Members.
  - e. **Set date for the close of nominations:** No less than 30 days prior to mailing of ballot
  - f. **Hold Candidates Forum:** After nominations close; before mailing of ballot materials. Forum held to allow the members to meet and ask questions of all nominees. For ballot measures that are required to be submitted to the membership, that are unrelated to Board of Director elections, the Association shall have a town hall meeting prior to the time election materials are sent to the membership to amend the bylaws/CC&Rs or similar ballot measures requiring membership approval.
  - g. **Mail ballots:** No less than 30 days prior to the day initially set to turn in ballots.
  - h. **Cut-off for Inspectors of Election to receive ballots:** At the call-to-order of the Annual Meeting and before the Inspector(s) of Election proceed to count and tabulate the ballots and/or the date set forth in the meeting notice and/or any extension thereof.
18. The form and content of election materials, i.e., secret written ballot, envelopes, proxies, etc., shall conform to the requirements of *Civil Code* Section 5115(a).
19. Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable. If proxies are allowed, if a Member submits both a proxy and a ballot to the Inspector(s) of Elections, the ballot will supersede the proxy.

20. The authenticity, validity and effect of proxies submitted by Members shall be determined by the Inspector(s) of Elections, consistent with the Association's Governing Documents and California law.
21. Proxies may not be used in lieu of a ballot. Proxies may be revoked by the Member prior to receipt of the ballot by the Inspector(s) of Elections.
22. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in public at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five (5) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.
23. Notice of the tabulated results of the election shall be provided to the Members by general notice within fifteen (15) days of the election.
24. Ballots shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in *Civil Code* Section 5125, at which time the ballots shall be transferred to the Association.
25. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.

## **SECTION 15 – ENFORCEMENT PROCEDURES**

The Association and/or any owner has the right generally to enforce the Association's Governing Documents. This right includes requesting the violator to cease the offending action, taking legal action against the violator, and/or making a complaint to the Board of Directors. If a resident gives the Board of Directors a written complaint alleging that a rule has been violated, the Board will investigate the allegation and may take action against the offending resident, including but not limited to fining or specially assessing, if appropriate, suspending privileges, or instituting legal actions. However, nothing in this document obligates or requires the Board of Directors or authorized committee to take any action against an individual resident. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

### **A. ENFORCEMENT PROCEDURE**

Upon notification of an alleged violation of the Association's Governing Documents by an Owner/Resident, a Board member, A&A Committee Member, Association Compliance Officer, access control personnel, or another designated representative of the Association, the General Manager will investigate and, upon verification of the violation, will take the following steps:

1. Violations of the Association's Architecture & Aesthetics (A&A) Rules (architectural and landscape violations):
  - a. Provide Home Owner a courtesy warning by personal contact, telephone or email specifying the violation of the Governing Documents and requesting the Home Owner cure the violation within ten days of contact. If the Association is unable to make contact as specified, the Home Owner will be sent a Courtesy Warning Notice by first class mail.
  - b. If the violation is not cured by date indicated following notification as provided in A.1 above, or if there was a re-occurrence of the violation for which the courtesy notice was sent, the Association will issue a Violation Notice by personal delivery or first class mail, requesting the owner cure the violation within ten days of the date of the Violation Notice.
  - c. If a Violation Notice is sent and the violation is not remedied by the date specified, a Hearing Notice is sent to the Home Owner in accordance with Section 15.B, Home Owner Hearing Procedure and Due Process Rights.
  - d. Steps A.1 and A.2 may be skipped and a Hearing Notice sent if the seriousness of the situation requires immediate action, or if it is a re-occurring violation.
2. Non-Architectural Violations and Violations of the Association's Rules and Regulations.

- a. Upon verification, Homeowner will be scheduled for a Hearing before the Board of Directors pursuant to Section 15.B, Home Owner Hearing Procedure and Due Process Rights.
- b. Initiation of a Citation by Association Security staff is considered verification that a violation has occurred.

It is the discretion of the officer whether a citation is to be written. In many cases a warning is sufficient, such as if the violation is immediately corrected without protest by the violator and there is no knowledge of a recurring problem.

If a citation is issued by Security staff for violation of the Rules & Regulations and a fine assessed as authorized under Section 15.C.2, the Homeowner may either:

- i. Pay the fine indicated on the citation within 15 days of the citation date. If a person chooses this option, they must print, date and sign their name in the space provided on the reverse side of the Citation and return the Citation, to Accounting, Outdoor Resort Palm Springs, 69411 Ramon Road, Cathedral City, CA 92234; or,
- ii.. Contest the violation. If an owner/resident fails to remit payment within 15 days of the citation date and/or chooses to contest the citation, the owner/resident will be scheduled for a hearing before the Board of Directors, pursuant to Section 15.B, Home Owner Hearing Procedure and Due Process Rights. Any person who contests the citation and is determined to be in violation of the Association's Governing Documents could face the imposition of administrative expenses, further disciplinary action such as suspension of privileges or use of the recreational amenities, in addition to imposition of a fine as authorized under Section 15.C.2.

## **B. HOME OWNER HEARING PROCEDURE AND DUE PROCESS RIGHTS**

Prior to the imposition of any fine, special assessment, or suspension of rights or privileges, a hearing will be held before the Board of Directors pursuant to the following Home Owner Hearing Procedures and Remedies:

1. **Home Owner Hearing Notice**  
Home owner will be provided a written notice by certified mail at least ten days prior to the meeting at which disciplinary action may be considered or proposed. The Notice will contain the following:
  - a. The date, time and place of the hearing.
  - b. The nature of the alleged violation for which a member may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed; and
  - c. A statement that the member has the right to attend the hearing either in person or by teleconference and present evidence in his/her defense. The

owner may submit his/her defense in writing, rather than make an appearance at the hearing.

2. **Home Owner Hearing Procedures**

Home Owner hearings will be held in accordance with the following procedure:

- a. Review of all documentation submitted by the Association staff.
- b. Statement of Violation by acting chairperson.
- c. Review requirements of Association's Governing Documents.
- d. Statement by Home Owner.
- e. Statement by any third party witnesses.
- f. Discussion and questioning of the Home Owner by the Association.
- g. Questions (if any) and final statement by the Home Owner.
- h. Hearing ends. Home Owner is excused.
- i. Board deliberates.

3. **Penalties**

If it is determined a violation has taken place, the Board of Directors may take any or all of the following actions:

- a. Imposition of Fines/Monetary Penalties.
- b. Imposition of Reimbursement Assessments for damage to the Common Area or to reimburse the Association for costs incurred to bring an Owner or his or her family members, guests, tenants, invitees and occupants into compliance with the Governing Documents.
- c. Suspension of Rights: The Association may suspend voting rights and the right to use the Common Facilities and may disconnect bulk cable services for up to thirty (30) days due to a violation of the Governing Documents by an Owner, or his or her family members, guests, tenants, invitees and occupants. In addition, the Association may suspend the voting rights and right to use the Common Facilities and disconnect bulk cable services for any period during which any Assessments remain unpaid.

4. **Ruling Notice**

Within fifteen (15) days after the date that disciplinary action is taken, the Home Owner shall be given a Ruling Notice containing the following:

- a. The Board's findings as it relates to the violation of the Governing Documents with facts. If no violation is found, then no remedy is required and the Association would then issue a Ruling Notice affirming no violation;
- b. The penalties imposed, if any, against the Home Owner; and
- c. If a fine/monetary penalty or assessment is imposed against the home owner, a statement that such fine or assessment must be paid within thirty days after the Ruling Notice. Failure to pay as required may result in the imposition of additional penalties after notice and hearing, as set forth in these Enforcement Procedures or the Association's Collection Policy.

**C. ENFORCEMENT GUIDELINES**

1. Generally, though not necessarily, the Association will adhere to the following schedule for violations of the Association's A&A Rules:

- a. First Offense:
  - Warning Letter and Request to Correct Violation (if applicable); and/or



- Possible fine not to exceed \$250.00; and/or
- Reimbursement Assessment; and/or
- Suspension of rights and privileges.

b. Second Offense:

- Possible fine not to exceed \$500.00; and/or
- Reimbursement Assessment; and/or
- Suspension of rights and privileges; and/or
- Institute Alternative Dispute Resolution and/or Internal Dispute Resolution; and/or Filing of lawsuit.

c. Third Offense:

- Possible fine not to exceed \$1,000.00; and/or
- Reimbursement Assessment; and/or
- Suspension of rights and privileges; and/or
- Institute Alternative Dispute Resolution and/or Internal Dispute Resolution; and/or Filing of lawsuit.

Depending on the severity and frequency of the violation and/or violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will usually fall within the above-referenced enforcement guidelines. However in extreme cases, the fines imposed may be substantially higher.

The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is first offense, second offense, etc.

2. Violation of certain provisions of the Association's Rules and Regulations regarding Motor Vehicles Operation & Safety, Parking, and Pets will be fined according to the following schedule, for the first violation. All other violations will be subject to hearing and guidelines set forth in Section 15.C.1 above.

Motor Vehicles Operation & Safety (including Golf Carts and Motorcycles)

Speeding	up to 5 mph over limit:	25.00
	6 to 14 mph over limit	50.00
	15 plus mph over limit:	150.00

Failure to stop at posted stop sign:	50.00
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Reckless or erratic driving:	Hearing – see remedies in C.1 above.
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Driving without a valid driver's license:	50.00
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Driving golf cart without functioning headlights & taillights:	25.00
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Parking Violation:	25.00
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Pet Violation:	50.00
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## **SECTION 16 – ADMINISTRATION AND ENFORCEMENT**

In accordance with Article 15 of the Association's CC&Rs, it is the obligation of each owner, lessee, licensee, guest, resident and occupant to comply with the provisions of the Association's Governing Documents, including these Rules & Regulations.

Failure to comply with any of these rules shall be grounds for enforcement action by the Association, as set forth in the Association's Enforcement Policy.

Enforcement of these rules will be administered by the General Manager, his designee and/or Security staff.