

**OUTDOOR RESORT PALM SPRINGS**  
**RULES & REGULATIONS**

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

### **1.A GENERAL USE**

1. Use of Association facilities shall be in accordance with the CC&Rs.
2. Use of the facilities will be controlled and supervised by the Lifestyle 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 Lifestyle Director. Outdoor Resort Palm Springs (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 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 Lifestyle Office and/or the General Manager. During the weekend, the Owner would merely inform the Security Gate House. 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 in any part of a ticketed event. (*Dancing only is not available for non-ticket holders.*)
  - g. The Lifestyle 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 Lifestyle Office.
  - i. Association business and Lifestyle Office approved communications may be distributed in the mailboxes 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.
  - l. Owners will not be provided copies of membership lists or mailing labels for private use, but are allowed, for appropriate reasons and with approval of the Board, to purchase copies of the association directory lists and updates at reproduction costs. Lists for any advertising will not be provided.

Amended 9-20-21

### **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 Lifestyle Director for events.

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

- a. Commercial or profit-making enterprises

- b. Merchandising
- c. Selling tickets and/or conducting games of chance
- d. Functions where there is an admissions 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 Owners' 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 Lifestyle 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 Lifestyle 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 Lifestyle Office 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 Lifestyle 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-ORPS 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 the governing documents of ORPS Homeowners 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 be reserved for private events.

5. Owners may reserve the Multi-Purpose Room, under the guidelines set forth in Section 1.B, through the Lifestyle Office.
6. Signs on entrance doors are not allowed. Decorations (such as signs, balloons, banners, and the like) are only allowed on tabletops except that free-standing, weighted items may be set about the lounge floor during the event.
7. No smoking is allowed within the room, including the patio area.
8. Meals are to be served and consumed in the Multi-Purpose 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 can 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 and 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 the 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 CENTER**

1. The Fitness Center is open daily from 5:00 a.m. to 10:00 p.m. for the use of 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 to the Fitness Center. The Owner or Renter is responsible for the conduct of the 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 for water in a plastic container) are not allowed in the Fitness Center.

#### **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 Lifestyle Office will accept reservations if there are no scheduled ORPS activities or previous reservations by owners, the caterers, or the café.
3. Items in the refrigerator must be identified with the name of the 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 p.m.

#### **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 the 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” (B.Y.O.B) 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:
  - a. 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 (4).
  - b. 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 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 the time of purchase, vehicle information is to be completed on the Transponder & Prox Card Issuance form and submitted to the Administration Office.

### **1.J MAILROOMS**

The Association mail room will not forward mail for guests – only owners. Non-association-related mail may not be distributed in the ORPS mailboxes without appropriate postage.

Amended 9-20-21

## SECTION 2 - RENTERS & GUEST SERVICES

### 2.A RESORT FEES

1. A Resort fee, set by the Board of Directors, will be assessed to all renters of lots, with or without an RV on it, with a 3-day minimum. Direct family members as defined below, are exempt from the daily Resort Fee only if they are residing on the lot owned by their family member. If they are occupying a lot owned by a non-family member, they are obligated to pay the Resort Fee.
2. The Resort Fee is required to be paid when the renter and /or their RV are occupying the lot. If the renter leaves their RV on the lot and they physically depart, they are still required to pay the Resort Fee for as long as their RV remains on the lot.
3. During the Summer season, May 1 through September 30, the Resort Fee will be reduced to \$100/calendar month for renters who are absent from the Resort in one calendar month increments, with their RV remaining on the lot. (Renters will not have access to the Resorts' facilities during the reduced rate period.)
4. To be eligible for this reduced fee, renters must advise the Front Office by the first of each calendar month(s) for which they will be absent, at which time the entire monthly fee is due and payable. Partial month reductions will not be allowed.
5. The Resort fee is a mandatory fee established by the Board of Directors and is intended as an all-inclusive fee covering administrative, maintenance & security services. Also providing renters full access to the facilities and activities of the Resort, with the exception of Owner only facilities (Owners' lounge & Kitchens at La Palma and El Saguaro clubhouses). The amenities included are:
  - a. Free Wi-fi hotspots at both clubhouses and the Administration building
  - b. Fitness Center access
  - c. Tennis- There are no fees associated with the use of the tennis courts other than fees assessed against all players for participating in tennis and/or pickleball-sponsored tournaments or events.
  - d. Golf- There is no fee for golf; tee times will be booked in accordance with policies established by Management.
  - e. Pickle Ball
  - f. Pools
  - g. Free basic cable
  - h. 2 pets per lot
  - i. Daily trash and green waste pick up
  - j. 24-hour security services
  - k. There is no differential in the cost of tickets to ORPS-sponsored events.
6. The established Resort Fee is applicable to all renters within the Resort. If the Resort Fee is not paid, the Association will take enforcement steps as outlined in the Association's Enforcement Policy, including, but not limited to suspension of privileges.
7. If the Resort Fee is not paid, the Association may also follow its enforcement policy to collect the Resort Fee from the Owner and/or to take any further enforcement action outlined within and/or permitted by the Association's Enforcement Policy and Governing Documents. These steps might include but are not limited to, hearings, IDR, ADR, or lawsuits

### Definitions:

- a. **Family members:** Family members are defined as Owner/spouse and their parents, grandparents, children, children's spouse, and grandchildren. These direct family members must be approved prior to arrival. Proof of identification will be required.



- b. **Renters:** Non-family members who, without the owner being present, stay overnight or longer in Owner's RV or who bring an RV onto the Owner's lot. Family members who occupy an RV or who bring an RV onto a lot other than the lot owned by their family member, are considered Renters for purposes of this policy.
- c. **Daily:** A unit of time that does not extend beyond 12:00 midnight.

## **2.B PASS ISSUANCE FOR RENTERS**

- 1. This pass provides entry into the Resort by a non-association person(s) for the for the expressed purpose of occupying an Owner's lot.
- 2. The pass issued is a prox card and provides entry into the Resort and to Resort Facilities.
- 3. The prox card is issued by the Front Desk at check in.
- 4. All renters will comply with the Resort Rules and Regulations during their visit.
- 5. The prox card is non-transferable.

## **2.C PASS ISSUANCE FOR GUESTS OF RENTERS**

- 1. This pass provides entry into the resort by a non-association person(s) for the expressed purpose of visiting a specific Renter that is in residence.
- 2. The pass is issued for one **(1) day** from the first date of issuance.
- 3. The pass is issued at the request of the Renter only.
- 4. The pass is renewable in one **(1) day** increments at the request of the Renter.
- 5. The pass is intended for short term use only.
- 6. The pass is not intended for overnight usage and expires at midnight each day.
- 7. The pass is issued by the Front Desk. The passes are printed on white stock.
- 8. The pass is issued by Security when the Front Office is closed.
- 9. All guests will comply with the Resort Rules and Regulations during their visit.
- 10. The pass is non-transferable.
- 11. If Guests who have been issued a day pass require an overnight pass, these will be issued by the Security Gate, at the request of the Renter only.
- 12. Passes are not issued for rigs to enter.
- 13. All passes issued to Guests of Renters must be displayed on the dash of the vehicle when entering the Resort and must remain visible on the dash while in the Resort.

All prox cards and passes remain the property of the Resort and are subject to confiscation for misuse.

Adopted 9-20-21

### **SECTION 3 – 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 also 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 items 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 their own risk. Association management is not responsible for accidents or injuries.

## **SECTION 4 – 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 Gate House on the east, between the hours of 7:00 a.m. and 9:00 p.m.
  - 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 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 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.

Amended 3-9-20 & 6-29-20

## **SECTION 5 – GOLF**

### **5.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, parents, grandparents, children, children's spouse, and grandchildren that are registered with the HOA. 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).

Note: Status of golfers whether Owner, Renter or guest will be verified by the Starter Shack employees for appropriate fee collection.

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 or Renters: Guests of Owners may play the golf course and will be charged the current green fees. Guests and/or family members of renters may play the golf course and will be charged the current green fees.
4. Tournaments/Special Events:
  - a. Owners: In the spirit of goodwill, community, and fairness, all Owners shall be allowed to enter all tournaments or special events in which they wish to participate, except for those tournaments which require qualifications.
  - b. Guests and Renters: May participate in any tournament or special event which is not designated exclusively for the benefit of Owners (i.e., Club Championship; Hole-in-One; etc.).
  - c. The Golf Committee shall approve all special events and tournaments. If a maximum number of participants for any event/tournament must be imposed, with Owners getting preference, a predetermined, fair, and random selection process will be developed by the Committee.

Amended 12-16-19 & 4-6-20 & 9-20-21

### **5.B GOLF COURSE ETIQUETTE**

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. To ensure the best use golf course conditions throughout the season, repair all divots and ball marks. Please rake bunkers to remove footprints as necessary. For information on proper procedures, please see Starter Shack staff.
5. Due to small tee box surfaces and to prevent damage to the tee box turf, tees are mandatory when teeing off on all holes. Tees must elevate the ball above the turf level to minimize damage to the surface. Please place broken tees in the tee caddy's to prevent damage to mower blades.
6. Only one ball in play per person on the course, unless otherwise approved by the Golf Professional, Starter Shack, or Marshall. The putting green and chipping green are reserved for practice.
7. For Pace of Play purposes, 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 posted at the Starter Shack and/or on scorecard.

9. Wear spike-less or soft spike shoes only. No metal spikes on the golf course.
10. For Pace of Play purposes, six (6) strokes maximum on any hole. Players must pick up after six (6) strokes.

Amended 12-16-19 & 4-6-20 & 9-20-21

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

1. The Golf Starter Shack hours will be posted at the Shack and online by Management.
2. To promote Pace of Play, no lessons allowed on the golf course except as approved by the Golf Professional.
3. Lots are private property and should never be entered except in an emergency.
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 property Owner, Starter Shack employees, 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 Shack with any questions regarding allowable carts.
6. All golf carts that have permission to be on the golf course must display a handicapped flag.
7. Golfers younger than 17 years of age must be accompanied by an adult golfer, unless approved by the Golf Professional.
8. In order for a Hole-in-One on the Big 18 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 Hole-in-One at ORPS will be recognized on a plaque in the Owners' Lounge. The Hole-in-One scorecard, application and associated fees must be submitted to the Golf Committee.
9. Golfing privileges may be revoked for cause by the Golf Starter, Golf Marshall, or Security staff at any time.
10. 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 is prohibited. Observers are allowed on the golf course only during gallery events.
11. The process for booking tee times is managed/approved by the General Manager, posted and administered by Starter Shack employees.
12. Private owner functions will not be given any special consideration for tee times.
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. Unless otherwise directed by a Starter or Marshal, golfers must play all holes in sequence.

Amended 12-16-19 & 4-6-20 & 9-20-21

## **5.D BOOKING TEE TIMES**

The Resort has a computerized tee time booking system. Owners may log on 24 hours a day to make tee times, change times or player, cancel times or players, or just check their times. All owners have 7-days advance booking privileges starting at 7:00 a.m. Renters have a 3-day advance booking privileges starting at 7:00 a.m.

1. An owner or renter is allowed to book two tee times daily. Names of all members included in the tee time reservation must be filled in 72 hours prior to the tee times. At that time, any slots tee slots not showing golfers name will be returned to the available pool.
2. During peak season (3<sup>rd</sup> Monday in January through 31<sup>st</sup> of March) a golfer's name is only allowed to appear on the tee time reservation sheet one-time daily golfers may play a second-round same-day, but only as a walk-up and only by having their name added to an open tee time slot by Starter Personnel.
3. Tee times may be cancelled up to 24 hours prior without penalty either online or in person at the Starter Shack.
4. Tee times or slots cancelled less than 24 hours' notice will be considered 'No Shows'.
5. Golfers not showing up for their tee times will be considered 'No Shows'.
6. All golfers must check-in at the Starter Shack at least 15 minutes prior to their start time. Golfers who do not check-in will be considered 'No Shows'.
7. 'No Show' golfers will receive a warning for their first 'No Show'. Further offenses will be dealt with per ORPS Rules & Regulations, Section 16 – Enforcement Procedure.
8. Weather cancellations – If the course is closed due to rain, or closed only to golf power cars, golfers affected will not be penalized.
9. Frost Delay Policy - If there is a frost delay lasting more than 30 minutes. golfers may choose to cancel their tee time slot. Golfers must contact the Starter Shack by phone, or in-person . prior to their tee time. Not showing up without phoning, or cancelling in person, will be considered a 'No Show' and dealt with accordingly.

These policies are in place to maximize use and open course access to all Owners so that reservations are not cancelled at the last minute or tee time slots left empty, that could be used by other Owners or Renters.

Adopted 12-16-19 & Amended 4-6-20 & 9-20-21

## **5.E 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 of ORPS, 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:

### **1. Annual/Seasonal Blue Handicap Flag\*:**

A blue handicap flag will be issued by the Golf Shack Attendant upon payment of an initial non-refundable \$40.00 fee 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 1.

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 renewal fee of \$25.00, displaying renewal sticker, and providing the required documentation to the Golf Shack Attendant.

### **2. Daily Use White Handicap Flag\*:**

A Daily Use White Handicap Flag will be issued upon (1) payment of \$5.00 daily fee for owners and \$7.00 daily for all others; (2) presentation of 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 or older 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.

**3. Use of Golf Carts on the Golf Course:**

- a. A handicapped individual must be playing golf to drive on the course; non-handicapped persons are not permitted as passengers in the carts.
- b. Handicapped persons playing in the same twosome/foursome must share a cart.
- c. Golf carts are to be ridden and parked on the left side of the golf course whenever possible.
- d. 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.

Amended 9-20-21

**5.F DRESS CODE**

Proper golf attire is required at all times on the golf course.

**ACCEPTABLE**

- a. Men's shirts with sleeves and/or blade collars
- b. Women's shirts may have sleeves or blade collars
- c. Mock neck golf shirts.
- d. Shorts no shorter than mid-thigh.
- e. Proper golf shoes, or tennis shoes (soft spikes only).

**NOT ACCEPTABLE**

- a. Bare feet.
- b. Sandals, except for golf sandals.
- c. Long elongated arm holes.
- d. Swimwear.
- e. Bike shorts (tops/bottoms).
- f. Bare midriff shirts.
- g. Men's 'muscle' tops.
- h. T-shirts.
- i. Low-plunging necklines.
- j. Short shorts, or hot pants.
- k. No boots or leather soled shoes.
- l. No jogging shorts or cut-off jeans.

Note: Rules and dress code apply equally to both the Big 18 and Small 9 courses.

Amended 12-16-19 & 4-6-20

## **SECTION 6 – PICKLEBALL RULES**

### **6.A GENERAL**

1. The Pickleball Program at ORPS is designed to provide a quality pickleball program for as many ORPS Owners and Renters as possible.
2. The ORPS Pickleball Program is administered by the Pickleball Committee under the guidelines established by the ORPS Rules & Regulations, and the ORPS Board of Directors.

### **6.B PICKLEBALL COMMITTEE**

1. See Pickleball Committee Charter for information regarding the officers of the Pickleball Committee.

### **6.C ORGANIZED PLAY**

1. Organized play includes Beginner, Novice, Intermediate, Advanced and Open Play. Tournaments will be defined by the Pickleball Committee.
2. All organized play will be reflected on the Pickleball Master Schedule. The schedule is posted at the courts.

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

1. Participation in organized play, as defined above, shall be available to lot owners and lot renters.
2. 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.
3. People under fourteen (14) years of age, unless accompanied by parents or grandparents, are prohibited access to the courts.
4. Use of courts, with ORPS authorized equipment only, is limited from 8:00 a.m. - 8:00 p.m.
5. Chairs and tables are only allowed in shaded areas.
6. 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.

Amended 12-16-19 & 05-16-22

### **6.E EQUIPMENT**

1. Only the Monarch or ONIX Pure balls, are allowed on the ORPS Pickleball courts.
2. Only pickleball paddles listed on the ORPS Pickleball Committee Green List may be used on the Pickleball Courts at ORPS.
3. The pickleball paddles listed on the ORPS Pickleball Committee Red List may not be used on the Pickleball Courts at ORPS.

Amended 01-15-18 & 06-13-19 & 12-16-19 & 3-9-20 & 5-16-22



**6.F ATTIRE**

1. 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, sweatsuits or other such similar attire.

**6.G PICKLEBALL BALL MACHINE**

1. 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 7 – TENNIS**

### **7.A GENERAL**

1. The Tennis Program at ORPS is designated to provide a quality tennis program for as many ORPS Owners and Renters as possible.
2. The ORPS Tennis Program is administered by the Tennis Committee under the guidelines established by the ORPS Rules & Regulations and the ORPS Board of Directors.

### **7.B TENNIS COMMITTEE**

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

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

1. Competitive tennis includes League Matches and Top Gun.
2. Organized play includes Daily Draws, Nets, Couples Only Tennis, The Horse Race, Mixers and any other special tennis activities that may be defined and approved as Organized Play by the Tennis Committee.
3. All Organized/Competitive Play will be reflected on the Hold My Court website.
4. 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 Races, General, and Tennis Committee meetings will be rescheduled by the Tennis Committee.

Amended 1-15-18

### **7.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 7:00 a.m. or after 10:00 p.m. is prohibited.
5. Pool chairs, lounges, or tables are not permitted on the court surface.
6. Tennis courts will be used for playing tennis unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances 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 nets, and hitting balls against the windscreen, will not be tolerated.
8. All tennis courts will be secured. Owners may obtain keys from the Association office during office hours 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 \$50.00 each. Renters can obtain a key from the Association office (*on a temporary basis*).

Amended 12-16-19 & 9-20-21

### **7.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, sweatsuits or other such attire.

### **7.F LEAGUE PLAY**

1. All league play must be approved by the General Manager.
2. A person may only captain one league team per season, excluding Top Gun.

Amended 12-16-19

### **7.G COURT RESERVATIONS**

Owners/Renters must reserve courts on a first come first-served basis using the Hold My Court reservation website. Courts may be reserved seven (7) days in advance.

1. During the calendar season, from November 1 through April 30, the La Palma courts and four satellites (A, B, C, D) will be blocked out for Organized/Competitive Play from 8:00 a.m. to 12:00 p.m. daily. Courts E & 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 7.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. 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.
4. Satellite courts will be secured, and equipment removed from May 1 to October 1.

Amended 1-15-18 & 12-16-19 & 05-17-21

### **7.H TENNIS BALL MACHINE**

1. The ORPS ball machine 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 Gate House. Owners/Renters will leave their prox card as a deposit.
4. A “log in/log out” record of keys to the ball machines will be maintained at the ORPS Security Gate House.
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 Gate House. Court reservations are made as stated in Section 7.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 a 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 Gate House and the prox card retrieved.
  - d. Any ball machine malfunctions should be reported to the Security on duty. Maintenance will notify a member of the Tennis Committee for resolution.

Amended 1-15-18 & 12-16-19

**SECTION 8 – MOTOR VEHICLES**  
**(INCLUDING GOLF CARTS AND MOTORCYCLES)**

**8.A MOTOR VEHICLES OPERATIONS & 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 financial responsibility requirements (insurance) established per the California Vehicle Code.
4. Learners driving permits are allowed when accompanied by a licensed adult, per California Vehicle Code.
5. Golf carts that drive after dark are required to have functioning headlights and taillights.
6. State helmet laws shall apply to all motorcycle riders.

**8.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 El Saguaro Clubhouse between 7:00 a.m. and 4:00 p.m. During this time period, motor vehicles are not allowed to park in this area except during special events. After 4:00 p.m., 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 at the west side of the La Palma Tennis Courts is designated for the Convenience Store and Restaurant when either is 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 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. 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 the said vehicle on the 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.
3. Illegally parked vehicle(s) blocking access to a lot or common area may be towed without prior notification at the vehicle owner's expense.
4. 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.

Amended 12-16-19

## 8.C GENERAL RULES

1. Three or four-wheeled ATVs or vehicles whose primary design is for off-road use only are not allowed in the Resort.
2. Only three (3) approved vehicles may be parked on a lot in addition to the RV. Only one (1) RV per Lot is allowed. Authorized vehicles are limited to the following:
  - a. Licensed passenger vehicles, including open-bed pickups
  - b. Golf carts
  - c. Motorcycles (two (2) motorcycles will be counted as one (1) passenger vehicle. No more than two (2) motorcycles may be parked on a Lot), and
  - d. Any Class B vans - van conversion, camper van, or equivalent (e.g., Sprinter vans), as long as they are used only as a transportation vehicle while in the Resort and are not connected to any utilities or used for additional sleeping or living accommodations.
  - e. For example, in addition to the RV, one (1) passenger vehicle/pickup or Class B van, one (1) golf cart, and one (1) or two (2) motorcycles would be allowed.
  - f. No authorized vehicles shall be parked so as to protrude into the curb/gutter where it meets the private lot.
3. 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 vehicles after taking into consideration the appearance and aesthetics of the lot. Parking restrictions and vehicle limitations will be in accordance with Sections 8.B and 8.C above.
4. 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 on the windshield of the vehicle. Permit can be obtained from the General Manager in advance.
5. Tractor trailers (commercial) are not permitted into the Resort except for delivery of goods.

Amended 12-16-19 & 9-19-22

## **SECTION 9 – TOW DOLLY & TRAILER USE**

### **9.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.

### **9.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 10 – STAGING AREA**

### **10.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 5<sup>th</sup> wheels are attached.
3. Visitor trucks, RVs, 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/Rentals Office.
6. As more specifically identified in the A&A Rules, park trailers/destination trailers are not permitted within the Resort (See Section 2, Subsection A.5 of the A&A Rules).

### **10.B PARKING RULES**

1. The staging area is primarily for parking RVs 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 Chief may authorize parking in those areas in excess of 30 minutes.



## **SECTION 11 – BICYCLES, PEDESTRIANS, AND SKATERS**

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

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

### **11.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.

### **11.C MISCELLANEOUS**

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

## **SECTION 12 – VENDORS/CONTRACTOR RULES**

### **12.A VENDORS/CONTRACTORS DEFINED**

1. Vendors/Contractors are providers of service who enter the community more than three (3) times in any 30-day period, including landscape maintenance providers, pest control providers, housekeepers, property managers, pet care providers, and care givers. General contractors, their employees, and their sub-contractors are also defined as vendors.
2. Property managers and care givers are given community access outside normal vendor hours if so, requested by their employers.

Adopted 9-20-21

### **12.B REQUIREMENTS**

1. Any vendor, as defined above, who wants access to the community for a fourth time in any 30-day period must enroll in the vendor program.
2. To enroll in the vendor program, the vendor must complete an application and provide proof of a valid driver's license and proof of vehicle insurance on each vehicle to be enrolled in the program. Every vehicle brought into the community by a vendor program enrollee must have a transponder. To avoid street congestion, there is a limit of two (2) vendor vehicles per jobsite.
3. All vendor vehicles must have a sign, either magnetic or professionally painted, attached to the left or right side of the vehicle depicting the company name and contact phone number. Failure to meet any of the above requirements may result in access to the property being denied.

Adopted 9-20-21

### **12.C FEES**

1. The initial fee to join the program is \$50 (includes set up and one transponder). Transponders for additional vehicles may be purchased for \$30 each. There is a quarterly fee of \$25 per vendor, paid in advance of each quarter. Quarters begin on June 1, September 1, December 1, and February 1.
2. Quarterly fees become delinquent if not paid within seven (7) days of the due date. Delinquent transponders are de-activated at mid-night on the seventh day of the quarter. Vendors with de-activated transponders will not be admitted to the community until a \$20 re-activation fee and the past due quarterly fees are paid in full.

Adopted 9-20-21

### **12.D PERIODS OF INACTIVITY**

1. Vendors who anticipate a period of inactivity of 60 days or longer may have their transponders voluntarily de-activated. During the period of de-activation, these vendors will not be required to pay quarterly fees which may become due (fees previously paid for the current quarter will not be refunded or otherwise credited).
2. Any time after 60 days, the vendors may re-activate their transponders, without penalty, by paying the quarterly transponder fee (or pro-rated portion thereof).
3. This section only applies to those vendors who voluntarily request de-activation of their transponders and not to those who simply let their transponders expire.

4. Vendors who leave the program (none of the vendor's vehicles enter the community for 90 days or longer) may rejoin the program without penalty by simply paying the current quarterly fee (or prorated portion thereof) and showing proof of a valid driver's license and current vehicle insurance.
5. These vendors may also re-enter the community up to three (3) times in a thirty-day period before being required to rejoin the vendor program.

Adopted 9-20-21

## **12.E TRAFFIC/COMMUNITY RULES VIOLATIONS**

1. Two (2) violations of traffic rules (including parking violations) or two (2) violations of community rules will result in the offending vendor's transponder being de-activated.
2. A vendor's transponder will be immediately de-activated should an unlicensed driver be found operating a vehicle within the community.
3. Once a transponder is de-activated, the offending vendor will be required to meet with the Director of Security and to pay a \$20 re-activation fee prior to being re-admitted to the community.
4. Habitual offenders, as determined by the Board of Directors, may be permanently barred from driving within the community.

## **12.F QUIET HOURS**

1. Work will not be allowed prior to 7:00 a.m. during the week, Monday – Friday, and 9:00 a.m. on Saturdays.
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 6:00 p.m. 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

## **12.G ENFORCEMENT**

1. Vendors found in the Resort during 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.

## **12.H 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 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 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 need.
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 ensure 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 ensure that the neighboring residents and their property are not adversely affected.
12. All vendors will ensure that the work site is properly cleaned up and made safe at the end of each workday.
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 13 – STANDARDS OF CONDUCT**

These Rules and Regulations are considered necessary to provide for, and promote, the health, safety, general welfare of, and quiet enjoyment of all residents of the Resort.

### **13.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 the other member-owners, or the association, its directors, officers, agents, or employees in the performance of their designates duties.
  - b. Disturbs said association's well-being or
  - c. Hampers the association's 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, tenants' 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.

### **13.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.

### **13.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 V22 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.

### **13.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 14 – MISCELLANEOUS RULES**

### **14.A SIGNIFICANT OTHER**

1. “Significant Others” sometimes referred to as domestic partners, are two adults (2) that 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 as 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 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
  - 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 being limited, golf, tennis, pickleball, the fitness center,  
the clubhouses, the pools and the Owners' Lounge.

By: \_\_\_\_\_

(Print Name)

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

Owner of Record and Lot #: \_\_\_\_\_

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



#### **14.B MAXIMUM RV OCCUPANCY**

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

1. Owners prior to April 26, 2017 are allowed to have up to six (6) individuals occupy the RV 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 RV on an overnight basis. The exception is that a maximum of six individuals can remain in the RV overnight up to 14 consecutive days in three (3) 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 RV overnight for up to 30 days, **one** (1) instance per calendar year.

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

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

#### **14.D EXTERIOR CLOTHESLINE**

Exterior clothesline may be used in a location in the backyard of a lot at times and in a manner 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 approval prior to installation. Clotheslines and drying racks may not include any stairs, railings, awnings or other exterior portion of the RV.

#### **14.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.

#### **14.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 as 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 businesses invitees or door-to-door solicitation of resident of the properties, etc.
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.

## 14.G 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 an RV or lot, made of flora, balloons, lights, roofing, siding, paving materials, or 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 Directors vacancies shall comply with the above provisions 1.a – 1.g for placement of sign 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:
  - For Board of Director elections, equal access must be provided to all candidates.
  - 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:
    - a. Size of the materials to be posted.
    - b. Quantity (normally limited to one page).
    - c. Surface on which the materials are to be posted, ensuring no damage to any Common Area will occur.
    - d. Secured to minimize litter pollution.

### 3. Non-Commercial Signs

- a. No attachments of any kind to a Washingtonia Palm with the ONLY exception being:
  - i. Lights per A & A Rule Section 5.M.B Tree Lighting
  - ii. A maximum of two official country flags, neither being greater than 18 sq. ft. in size can be flown (no hybrids).
  - iii. The attachment of one or two flag holders can be no higher than between 6 to 8 feet.
  - iv. Security cameras and security lights on the back of the Palm are acceptable providing they are not directly visible from the street.
- b. All other non-commercial signs, flags and banners must comply with the following:
  - i. Only one (1) garden banner, no more than 2½ sq. ft. in size, of a sports team, military branch or seasonal/holiday theme may be placed within the 15-foot

setback at the front of the lot. All other non-commercial signs, flags, or banners must be placed at least 15' from the front and/or rear property lines.

- ii. The top of any non-commercial signs, flags, or banners, not on the Washingtonia palm, must be no higher than the height of the roofline of the RV on the lot.
- iii. All non-commercial signs, flags, or banners must be professionally made. No hand-made signs, flags, or banners.
- iv. All non-commercial signs, flags, or banners must be kept in aesthetically acceptable condition.

#### **4. 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 12, 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.

Amended 9-19-22

#### **14.H EXIT GATE ARM POLICY**

1. The exit arm is kept in the down position year-round. The arm can be opened by simply driving up to it. During the hours of 10 pm – 6 am all persons exiting the Resort will need to swipe their prox card or paper guest pass to exit the Resort. If Owners, Renters, or guests do not scan their prox cards or passes, they will be able to exit the Resort only after they have confirmed their identity with the gate guard on duty.
2. To facilitate traffic flow out of the resort and minimize waiting times, it is recommended that Owners, Renters, and guests have their prox cards or passes with them whenever they intend to exit the Resort.

Adopted 9-20-21

#### **14.I SURVEILLANCE CAMERA & INCIDENT REPORT POLICY**

1. Surveillance cameras have been installed at each entrance/ exit gate as well as the fitness center, clubhouses, front office, maintenance yard and dog run within the Resort. The main purpose of the cameras is to help deter vandalism and provide the means necessary to take action against vandals and violating parties, if possible. The cameras may or may not be operational at all times and may not be monitored live.
2. Signs have been posted in these areas, providing notice of camera surveillance.
3. Owners may not rely on the cameras or the Association for personal protection or protection of their personal property. The Association makes no representation that the cameras will successfully deter vandalism or prevent the criminal acts of third parties.
4. The cameras capture date and time stamped images of activity within their view. Only the Association or its authorized representatives have access to the recordings made. The records are not kept indefinitely but are overwritten on a regular basis as recording space expires.
5. If vandalism, criminal activity, or governing document violations occur, the recordings will be reviewed to determine the responsible party or parties and may be used as evidence in any

subsequent violation hearings or a criminal prosecution. The recordings may be made available to law enforcement to aid in the prosecution of responsible parties.

6. The Association will not generally make recordings available to Owners unless the request for footage is part of a criminal investigation and made through appropriate law enforcement personnel. If so, the relevant recording will be provided to the appropriate law enforcement personnel and not directly to the Owner. The Association makes no guarantee that recordings will be available to comply with any such requests or that the recordings will provide any useful information to the requesting Owner in the prosecution of criminal activity.

Similarly, officer incident reports memorializing incidents occurring within the Association are designated for internal use only. The Association will not make these reports available to Owners. However, these reports can be made available to the Chairs of Committees with approval of the General Manager.

Adopted 9-20-21

## **SECTION 15 – ELECTION RULES**

### **15.A 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.

### **15.B ACCESS TO ASSOCIATION COMMUNICATIONS**

1. No member shall be provided access to association media, newsletters or internet websites within the period, thirty (30) days prior to the date that ballots are sent to the membership in any election subject to Civil Code Section 5100 (a) and these Election Rules. The term “association media” does not include the official ballot materials sent to the membership for Board elections, which may include a candidacy statement, biographical description, and/or photographs of the candidates. Prior to this timeframe, all candidates or members advocating a point of view shall have equal access to all association media, newsletters, and websites during a campaign for purposes reasonably related to that election. Equal access may include no access to any candidate or member.
2. 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.
3. 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 implement procedures for reserving Common Area meeting spaces and access may not be provided if the area is already in use or has already been reserved.

### **15.C CANDIDATE QUALIFICATIONS**

1. Qualifications for candidates to the Board of Directors shall include:
  - a. Candidates must be Members of the Association. Any Member that is not a natural person (such as a corporate Member or trust) may appoint a natural person to be a candidate on its behalf.
  - b. If the Candidate, if elected, would be serving on the Board at the same time as another Member who holds a joint ownership interest in the same separate interest parcel as the Candidate and the other Member is either properly nominated for the current election or an incumbent Director, the Candidate may be disqualified.
  - c. Candidates must not be delinquent in the payment of any regular or special assessments, with the exception of Owners who have entered into a valid payment plan with the Association.
  - d. Candidates must have held membership in the Association for at least one (1) year prior to the date of the election.
  - e. Candidates must not have been convicted of a crime that would prevent the Association from obtaining or maintaining fidelity bond coverage required by *Civil Code* Section 5806.

### **15.D NOMINATIONS**

1. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadline for submitting a candidacy nomination.

2. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himself for herself and shall be consistent with the Governing Documents.

### **15.E VOTING**

1. At least thirty (30) days prior to the mailing of ballots, the Association shall prepare:
  - a. A candidate registration list showing the names of all candidates that will appear on the ballot; and
  - b. A voter list which includes the name, voting power, mailing address, and separate interest address or parcel number for each Member.
2. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 8. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.
3. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the “voting cut-off date” to establish membership status for voting.
4. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date, and an individual was not a Member of Record as of that date.
5. The voting power of each Member shall be as described in the Association’s Bylaws and/or Declaration.

### **15.F INSPECTOR(S) OF ELECTIONS**

1. 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.
2. The following persons may not serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services.
3. The following persons are independent third parties and may serve as Inspector(s) of Elections: Any third-party person or company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.
4. 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.
5. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes.
6. 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 or determine a location where ballots are to be delivered.
  - 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 *Civil Code* Sections 5100 - 5145, the *Corporations Code*, and these Election Rules to the extent not in conflict with *Civil Code* Sections 5100 - 5145.

## 15.G ELECTION PROCEDURES

1. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list, pursuant to Section 8 above.
2. At least thirty (30) days prior to the mailing of ballots, the Association shall provide Members notice of the following (via general delivery):
  - a. The date, time, and physical location for the return of ballots.
  - b. The date, time, and location of meeting; and
  - c. The names of all candidates that will appear on the ballot.
3. At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Rules shall be provided to the Members either:
  - a. By mail with ballots; or
  - b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font “The rules governing this election may be found here: . . .”
4. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered 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.
5. After the notice referenced in Section 20 has been distributed, the Board will hold a forum to allow the Members to meet and ask questions of the candidates. For all other ballot measures that are required to be submitted to the membership pursuant to Civil Code Section 5100(a) and that are unrelated to Board elections, the Association shall hold a town hall meeting prior to the date that ballots are sent to the membership.
6. The form and content of election materials, i.e., secret written ballot, envelopes, proxies, etc., shall conform to the requirements of *Civil Code*.
7. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date, and an individual was not a Member of Record as of that date.
  - a. No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.
  - b. A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections.
8. 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.

9. 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.
10. 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.
11. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in public at a properly noticed open meetings 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 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.
12. Notice of the tabulated results of the election shall be provided to the Members by general notice within fifteen (15) days of the election.
13. Ballots allots, signed voter envelopes, the voter list, proxies, and the candidate registration list 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.
14. 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 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.

Restated 11-16-20



## **SECTION 16 – 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 special 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.

### **16.A ENFORCEMENT PROCEDURES**

Upon notification of an alleged violation of the Association’s Governing Documents by an Owner/Resident, a Board member, A&A Committee member, Association’s 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 and Aesthetics (A&A) Rules (architectural and landscape violations):
  - a. Provide Homeowner a courtesy warning by personal contact, telephone or email specifying the violation of the Governing Documents and requesting the Homeowner cure the violation within ten (10) days of contact. If the Association is unable to make contact as specified, the Homeowner 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.a 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 remedied by the date specified, a Hearing Notice is sent to the Homeowner in accordance with Section 16.B, Homeowner 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, the Homeowner will be scheduled for a hearing before the Board of Directors pursuant to Section 16.B, Homeowner Hearing Procedure and Due Process Rights.
  - b. Initiation of a Citation by the Association’s 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 a violation of the Rules & Regulations and a fine assessed as authorized under Section 16.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 reserve 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 16.B, Homeowner 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 16.C.2.

## **16.B HOMEOWNER 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 Homeowner Hearing Procedures and Remedies:

### **1. Homeowner Hearing Notice:**

Homeowner will provide a written notice by certified mail at least ten (10) 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 the teleconference and present evidence in his/her defense in writing, rather than make an appearance at the hearing.

### **2. Homeowner Hearing Procedures**

Homeowner 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 Homeowner.
- e. Statement by any third-party witnesses.
- f. Discussion and questioning of the Homeowner by the Association.
- g. Questions (if any) and final statement by the Homeowner.
- h. Hearing ends. Homeowner 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/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 violation of the Governing Documents by an Owner, or his/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 Homeowner 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 Homeowner; and

- c. If a fine/monetary penalty or assessment is imposed against the Homeowner, a statement that such fine or assessment must be paid within thirty (30) 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.

**16.C ENFORCEMENT GUIDELINES**

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

1. First Offense:
  - a. Warning Letter and Request to Correct Violation (if applicable); and/or
  - b. Possible fine not to exceed \$250.00; and/or
  - c. Reimbursement Assessment; and/or
  - d. Suspension of rights and privileges.
2. Second Offense:
  - a. Possible fine not to \$500.00; and/or
  - b. Reimbursement Assessment; and/or
  - c. Suspension of rights and privileges; and/or
  - d. Institute Alternative Dispute Resolution and/or Internal Dispute Resolution; and/or filing of lawsuit.
3. Third Offense
  - a. Possible fine not to exceed \$1,000.00; and/or
  - b. Reimbursement Assessment; and/or
  - c. Suspension of rights and privileges; and/or
  - d. 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 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.

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 16.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
Reckless or erratic driving:	Hearing – see remedies in C.1 above.
Driving without a valid driver’s license:	50.00
Driving a golf cart without a functioning headlight/taillight:	25.00
Parking Violation:	25.00
Pet Violation:	50.00

Adopted 12-20-18

**SECTION 17 – 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.