



# Palm Desert Country Club Association Restated Rules and Regulations

The information contained herein is issued by the Board of Directors (the Board) and authorized by Article IV, Section 2 of the Restated Covenants, Conditions and Restrictions (CC&R's) of the Palm Desert Country Club Association (PDCCA), Bylaws and California law.

These Consolidated Rules and Regulations (Rules) consist of PDCCA Community Improvement Rules, PDCCA Rental and Lease Rules, PDCCA Common Area Pool/Spa Rules and other general rules as adopted from time to time by the Board.

These Rules are a supplement to the PDCCA CC&Rs and Bylaws. In the event of any conflict between these Rules and the aforementioned documents, the provisions of the CC&R's and/or the Bylaws shall prevail. Together, these documents are the Palm Desert Country Club Association Governing Documents.

The Rules are intended as a guide to the conduct and activities of all homeowners, tenants, residents and their guests. Each homeowner or resident living within the PDCCA and using the facilities is entitled to maximum enjoyment without annoyance or interference from others.

The Association falls under the jurisdiction of the City of Palm Desert, County of Riverside, State of California, and all ordinances and codes apply.

Homeowners, including absentee homeowners, are responsible for ensuring that their residents, family, tenants and guests abide by these Rules. ***Homeowners must provide a copy of the Rules to their tenants.***

Homeowners must submit a completed ***Architectural Modification Guidelines and Request*** form before making any exterior modifications. Written approval from the Architectural Committee (ARC) is required prior to commencing work. Modifications listed on the Pre-Approved Architectural List do not require approval.

**All Rules and Regulations, Governing Documents, Applications and Forms are available for download on the PDCCA website- [www.pdcca.com](http://www.pdcca.com).**

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## Rentals and Leases

1. Renting or leasing, for the purposes of the Governing Documents, means the regular, exclusive occupancy of a Residence by any person or persons other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.
2. Each Owner shall have the right to lease his or her lot and interest in the Common Area together, provided that such lease is in writing and provides that the lessee/tenant shall be bound by and obligated to the provisions of the Governing Documents. Specifically, all leases/rental agreements within PDCCA shall be in writing and the homeowner and tenant/lessee must abide by the following:
  - a. No Lot shall be rented or leased until the owner of that lot has paid all fines, fees and assessments to the Association in full.
  - b. At least seven (7) days prior to renting/leasing a lot, the owner of the lot shall provide the Association a completed PDCCA **Rental and Lease Information** form and a completed PDCCA **Transfer of Membership** form. The owner must update the Association in writing when any of the above information changes.
  - c. Each tenant/lessee, guests of such tenant/lessee, and occupant shall comply with the Governing Documents and the violation of the same shall constitute a default under the lease/rental agreement. If a tenant/lessee, occupant or guest violates the Governing Documents, for which a fine is imposed after proper notice and hearing, such fine shall be the responsibility of the owner.
  - d. The owner transfers and assigns to the tenant/lessee, for the term of the lease/rental agreement, any and all rights and privileges that the owner has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities. (CC&R's Article VIII, Section 2 (B) 1-4)
3. Timeshare projects, timeshare estates, timeshare programs and timeshare uses are prohibited. (CC&R's Article IX)
4. All owners are required to comply with all City of Palm Desert laws and codes regarding the renting and/or leasing of their property, including **Short-Term Rental** registration and the payment of any applicable transient occupancy tax. Please be aware that the Association may verify that applicable owners have registered with the City of Palm Desert regarding the **Short-Term Rental** of their property.

## Pools and Spa

The fair use and enjoyment by the members of the community, and continued preservation and upkeep of the facilities, are the primary concerns in the operation of our pools and spa at PDCCA. If we show courtesy and consideration for others in our use of these facilities, only a minimum of rules will be necessary. **These facilities are for PDCCA residents and their guests only.**

1. **WARNING – No lifeguard is on duty at the PDCCA pools and spa. Residents and guests use the facility at their own risk.**
2. All posted rules must be observed at all times. It is the responsibility of the members and guests to be familiar with and observe these posted rules.
3. Owners, in good standing, have been issued a PDCCA **Pool Entry Fob** (Fob). The Fob must be used to gain entry to the pools and spa area. Any person accessing the pools and spa area without a Fob will be deemed a trespasser.
  - a. No glass containers of any kind are allowed in the pool/spa area at any time.

- b. Alcoholic beverages are not permitted in the pool/spa area at any time.
  - c. There will be a \$75.00 administration fee for every Fob replacement after the original is lost or damaged.
  - d. Members are not required to accompany guests; however members are responsible for the actions of their guests at all times in this facility, whether the member is present or not. Members who illegally offer their Fob to non-PDCCA residents may have their pool and spa privileges suspended by the Board of Directors following a properly noticed hearing.
  - e. All gates must remain closed and locked when not in use. Gates shall not be propped open.
  - f. A maximum of ten (10) guests from each residence are allowed in the pool area at one time.
  - g. The maximum allowable number of people in the pool and spa area at one time is one hundred (100) per California Health and Safety Code of Regulations Title 22. Once that number is reached, the on duty staff member will not allow more people into the pool area unless and until the number of people in the pool area drops below the maximum allowable number.
4. All swimmers are required to shower prior to entering the pools or spa, pursuant to California Code of Regulations Title 22 Chapter 20 section 65539(d).
  5. Persons under the age of fourteen (14) must be accompanied and supervised by an adult who is eighteen (18) years or older in all areas of the pools and/or spa pursuant to California Code of Regulations Title 22 Chapter 20 Section 65539(c).
  6. Appropriate attire/swim wear is required in the pool/spa and surrounding common areas.
    - a. Street clothing is not allowed to be worn in either pools or spa. By way of example only, and not in limitation, prohibited clothing includes: Cut-off shorts, jeans, cargo pants, basketball or other types of athletic shorts, or street shoes/sneakers. The staff member on duty will make the final determination if the swimwear complies with the Association pool rules.
    - b. Plain white t-shirts, swim shirt, or sun protection clothing may be worn over swim suits for sun protection while in the pool/spa. T-shirts with attached patterns, labels, decals or similar decorations are not permitted in the pools or spa as the adhesive materials can flake off and interfere with the filter systems.
    - c. All persons who are incontinent or not fully toilet trained are required to wear water-proof pants or diapers approved for pool use.
    - d. Swimming, soaking, or sun bathing in the nude is not allowed.
    - e. PDCCA office staff, or Board member have the authority to request pool/spa users to immediately leave the area if appropriate swim wear is not worn.

Please be thoughtful and considerate of your neighbors. General rules of good conduct should be observed at all times. The staff member on duty will make the final determination regarding whether or not a person's behavior is inappropriate.

7. Diving from pool and spa edges, running, rough play, and any activity that disturbs other people in pool/spa areas are not permitted at any time. Any pool and spa area user who is cited for diving, running, or rough housing may be requested to leave the pool and spa areas by the staff member on duty.
8. Obscene, lewd, or profane language or behavior in the pool and spa common areas will not be tolerated. Any person using inappropriate language or exhibiting inappropriate or lewd behavior in the pool/spa area will be asked to stop immediately and may be requested

to leave the premises. The staff will make the final determination regarding whether or not a person's language is inappropriate.

9. There is no smoking of any kind or vaping allowed in the pool and spa common areas including the restrooms. The use of electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems is prohibited.

10. Food is allowed to be consumed only in the Food Court area.

a. Only water bottles and appropriate water containers are permitted pool/spa edge. Containers with any beverage other than water are only permitted at Food Court tables (sugary beverages can be slippery poolside and draw insects).

b. Intoxicated individuals are not allowed in the pool and spa area.

11. Pool parties must be scheduled through the PDCCA office at least 72 hours in advance of the event. There must be at least one adult resident for every five (5) guests. The adult residents must be in the pool and spa area during the entire event. Pool parties are limited to fifteen (15) people at one time, and are also limited to one (1) party per time frame per day, subject to the discretion of the on duty staff member. All members of the pool party group must enter at the same time or be greeted at the gate by the host.

12. Pets of any type, skates, skateboards, or bicycles or roller blades are not allowed in the common area. Skateboards and bicycles may be parked at the bicycle rack located at the inside entrance to the common area only. Pool and spa users assume full responsibility for securing their bicycle or skateboard. The Association has no responsibility for their security.

13. No oversized pool toys, floating accessories, or noodles are allowed. The on-duty staff member will give final approval.

14. The PDCCA staff member has been appointed to report violations of these common area rules.

15. Jumping or climbing over the fence to gain access to the Association's pool and clubhouse areas is prohibited. Anyone observed "jumping the wall" will be considered a trespasser and the Palm Desert Sheriff's Department may be contacted.

16. All suspicious activity within any Common Area but in particular the Common Area Pools and Spa will be reported to the Palm Desert Sheriff's Department.

## **Alice Marble Hall Rental**

1. All requests for (PDCCA) Alice Marble Hall (Hall) use must be made and forms completed by the PDCCA homeowner, tenant or outside party (Renter) and brought to the PDCCA office. Hall reservations are not made over the phone or by email.

- PDCCA tenants must have proof of tenancy on file at PDCCA office.

## **Golf Course**

PDCCA has no obligation or right to regulate or control Palm Desert Country Club Golf Course property or any activities thereon. The Association is built around the Palm Desert Country Club Golf Course. Palm Desert Country Club Golf Course is private property of which no portion belongs to the Association.

## **Trash**

1. Trash receptacles, including recycling bins, may only be placed in the street for pick-up no more than twelve (12) hours before trash pick-up day, empty trash receptacles must be removed from the street within twelve (12) hours after trash pickup.

- a. Trash receptacles are not to be placed on the sidewalk.

2. Please observe the current Holiday Schedule provided by the trash collection company.
3. Oversized/bulk trash items for trash collection company pickup are to be placed at curbside only during the trash pickup time frame as described above. Do not block the sidewalk.
4. Trash receptacles must be stored on the side of the unit, inside the garage, carport, or behind an approved barrier. Trash receptacles shall not be stored in front of a garage, in the driveway, or left in the front yard. When stored, trash receptacles shall not be visible from the street.
5. No trash, landscape debris, boxes, etc. are allowed to be placed in trash receptacles so as to cause trash receptacles to overflow or not close fully or properly.
6. Trash, landscape debris, boxes, etc. shall not be stacked or stored near trash receptacles, on a side yard, back patio, or anywhere on property as to be visible from the public right of way or from the golf course.

### **Carports and Garages**

1. Carports shall be used only for the purpose of parking automobiles or storing an owner's personal property.
2. Stored items in a carport shall be in a neat and orderly manner.
3. Garage doors shall not be permitted to remain open, except for a temporary purpose. (For purposes of this section "temporary purpose" shall be defined as permitting reasonable work to be performed in the garage during normal daytime/evening hours.)

### **Yards and Landscaping**

When the state of California or local government has declared a state of emergency due to drought, then Landscaping rules 1 & 2 below will not be enforced.

1. Grass lawns must be green at all times.
2. Grass lawns are not permitted to be dormant in the wintertime. Rye grass lawns must be green by November 15th and Bermuda grass lawns must be green by May 1st of each year.
3. Dead vegetation and landscaping, including trees, tree stumps, shrubs, flowers, and landscape debris must be removed and disposed of properly.
4. Fallen fruit must be picked up and disposed of properly.
5. Visqueen, or other barrier, under decomposed gravel or rocks cannot be visible.
6. Weeds in gravel or desert landscape are not permitted, whether dead or alive, and must be removed.
7. Bare spots in gravel or rock yards must be covered with material matching yard composition.
8. Lawns must be mowed and kept in a trimmed, neat condition. Weeds and high grass are prohibited.
9. Landscaping, including trees and tree branches may not encroach into neighboring Lots.
10. Landscaping shall not obstruct the ability for pedestrians to walk on the sidewalk.
11. All overgrown landscaping including but not limited to trees, tree branches bushes, palm trees, etc. must be trimmed/cut back as determined by the Board to prevent or to eliminate view obstructions.
- 12.

## **Motor Vehicles – Recreational Vehicles – Golf Carts**

1. The parking of motor vehicles, boats, trailers, or similar recreational vehicle equipment, ~~golf carts~~, or machinery on the landscaped area of an owner's lot is prohibited. (For the purposes of this section "landscaped area" shall be defined as grass, desert-scape natural or planted, and graveled yards).
2. Motor vehicles, recreational vehicles, boats, or similar equipment, or machinery may only be parked on a side yard area that has been defined by pavers, bricks or concrete and is behind the footprint of the home.  
(For the purposes of the section "Side yard area" shall be defined as the area on the side of the unit that contains no landscape vegetation with a concrete pad, pavers or gravel).
3. Vehicles may not park on sidewalks or corners blocking pedestrian's right of way use of the sidewalks.
4. Golf carts not parked inside a garage or carport may be parked on an owners Lot in a neat and attractive manner as determined by the Board.
5. Recreational vehicles, including motor homes, must be parked and/or stored to comply with Chapter 8.40 of the City of Palm Desert Municipal Code.
6. Vehicles that are advertised "For Sale" or "Trade" must be parked in a carport or driveway.
7. Trailers, boats, camper shells, or similar items or equipment which is not self-propelled, non-motorized, or not capable of movement under its own power which is unattached to a vehicle shall not be parked in the street at any time.
8. Owners, residents, tenants, family and guests are required to obey all local and state parking and motor vehicle laws.
9. Derelict, abandoned, unregistered, inoperable vehicles, including golf carts, parts of vehicles, or any vehicle or vehicular equipment deemed a nuisance by the Board must be stored inside a garage, carport, or driveway. If stored inside a carport or driveway, such vehicle/equipment/part must be properly covered.
10. Vehicle repair on the street is prohibited. Minor vehicle repairs such as oil changes, etc. are allowed within the garage, carport, or driveway.

## **Outside Appearance**

For the purposes of this section "good condition" shall be defined as paint is devoid of excessive or unsightly cracking, peeling, blistering or fading.

1. Paint on exterior walls, wood or stucco, garage doors, fascia boards, and exterior doors must be in good condition. Wood components on dwelling exteriors must be free of dry rot, warping and termite infestations.
2. Construction materials which are visible from the public right of way or golf course must be covered with tarps and be in place for no more than two weeks, unless permission is received from the management office for a longer time period.
3. In ground pools must receive prior written approval from the Architectural Committee (ARC) and must comply with any applicable city ordinance.
4. When not in use, temporary "kiddie" pools must be drained and stored away.
5. Storing of items such as furniture, appliances, construction material, and personal items oversized bulk items, etc. visible from the street or the golf course is prohibited.

6. Only outdoor type furniture is permitted in outdoor areas, except in exterior areas not visible from the public right of way or the golf course.
7. Holiday decorations, including holiday lighting, can be in place forty five (45) days prior to the holiday, and must be removed within thirty (30) days after the holiday. (Holiday lighting is defined as any type of icicle lighting and any multi-colored lighting)
8. Use of one (1) Portable on Demand (PODS), dumpster, roll-off dumpster or storage container (Container) to temporarily store belongings for a move or during a remodel are permitted upon compliance with the following conditions:
  - a. A completed Architectural Request form (ARC) must be submitted to the Association seeking authorization of the location for placement of the Container, the purpose of the Container and the duration the Container will remain at the location. Written approval must be received prior to placement of the Container.
  - b. Containers placed in the street require City of Palm Desert permit. Owner must comply with all applicable permit restrictions and ordinances.
  - c. The Container may not remain on the lot in excess of 60 days for construction and not in excess of 7 days for a move, unless a longer period of time is authorized, in writing, by the Association General Manager.
  - d. Owner shall be solely responsible for any damage resulting from installation and maintenance of the Container.

## **Windows and Doors**

1. Sheets, towels, blankets, cardboard, Styrofoam, aluminum foil or similar materials cannot be visible from the exterior of the residence.
2. Windows shall only be covered by drapes, shades, blinds, or shutters.
3. Applying paint, cardboard, sheets, towels, blankets, aluminum foil, Styrofoam, or similar materials to windows is prohibited.
4. Discolored or faded curtains are not permitted on any window facing the street or the golf course.
5. Exterior temporary roll-up shades must be in good condition at all times. Temporary roll-up shades cannot be hung over carport entrances or garage entrances.

## **Fences and Privacy Screens**

For the purposes of this section “good condition” is defined as devoid of excessive or unsightly cracking, peeling, and blistering, fading, rust, leaning or missing sections.

1. The following fence types/fencing materials are permissible: wrought iron metal fencing, solid and decorative concrete blocks, wood, stucco and vinyl.
2. The following fence types/fencing materials are prohibited: decorative wire, chicken wire, and corrugated metal.
3. Only wrought iron metal fencing (either a maximum of 6 feet in height, or a 2 foot block wall with a maximum of 4 foot wrought iron metal fencing) is permitted in back yards of golf course lots and along the sides of the property up to the footprint of the residence, per CC&R’s Article VI Section 24.
4. Wood, vinyl or metal gates are allowed to enclose a side yard that is visible from the public right of way.



5. All fences must be in compliance with the City of Palm Desert municipal codes regarding fences as to height, location and set-back requirements, and City permitted fencing materials.
6. No items are permitted to be draped over fences/walls.
7. Wood fences may be painted, stained, clear coated or natural finish. Wood fence color must be consistent from top to bottom of fence.
8. All fencing must be in good condition.
9. Wrought iron metal gates and fences must be powder-coated or painted and maintained in good condition.
10. Lattice material may be installed only with prior written approval from the Architectural Committee. Lattice material must be maintained in good condition.
11. Owners shall obtain prior written approval from the Association by way of an Architectural Request Application prior to the installation of any privacy screen. Bamboo material can be approved for privacy screens as part of an Architectural Request Application.

## Drones

No resident, guest or invitee may operate or authorize the operation of a drone above any portion of the Community in such a way as to invade the privacy of Association members, guests, residents or vendors, whether equipped with a camera or otherwise. No resident, guest or invitee may operate or authorize the operation of a drone above any portion of the Common Area without written permission from the Board of Directors.

## Enforcement Procedure

This document is the Palm Desert Country Club Association (hereafter referred to "Association") enforcement process and takes the place and supersedes any other fines and/or enforcement process in the prior Rules and Regulations ("Restated Enforcement Procedure"). The entities engaged in enforcing the Association's First Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs"), Restated Bylaws ("Bylaws"), Articles of Incorporation ("Articles"), Rules and Regulations ("Rules") and Architectural Guidelines, if any, ("Guidelines") (collectively, "Governing Documents") are:

**Board of Directors** — The Board of Directors is charged with overseeing the enforcement of the Association's Governing Documents. It has the authority to do the following: conduct violation hearings, impose Special Individual Assessments and Special Reimbursement Assessments, including, but not limited to, fines, cause violations to be remedied, suspend common area privileges, use of the recreational facilities and/or any other privilege of any Member or Person deriving rights from any Member ("Membership Privileges"), and promulgate Rules and Guidelines.

**Architectural Committee** — The Architectural Committee is charged primarily with reviewing proposed architectural and landscape modifications and making a recommendation to the Board regarding same. The Architectural Committee may also recommend Board action for potential architectural and landscape violations. In the absence of an Architectural Committee, the Board shall serve in such capacity.

This Restated Enforcement Procedure controls and supersedes the any other enforcement process and fine schedule contained in the Association's Rules.

For the purposes of this Restated Enforcement Procedure, the following definitions shall apply:

- The term **Special Individual Assessment** shall mean any monetary fine imposed for violations of the Association's Governing Documents and may include the recovery of costs incurred including but not limited to attorney's fees.
- The term **Special Reimbursement Assessment** shall mean a reimbursement assessment imposed for damage to common area and may include the recovery of costs incurred including but not limited to attorney's fees.
- The term **Violation** shall mean and include any failure to follow and/or observe the Association's Governing Documents.
- The term **Recurring Violation** shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once. Examples of recurring violations are:
  - (1) violation of leash rules regarding pets on more than one occasion; and
  - (2) violation of parking rules on more than one occasion.
- The term **Continuous Violation** shall mean any violation of the Association's Governing Documents which is ongoing and has not ceased for a period of time. Examples of continuous violations are:
  - (1) a poorly maintained Lot; and
  - (2) retaining an improvement at the Owner's Lot in violation of the Association's Governing Documents.
- Upon the Owner's curing the violation, the Association may, but is not obligated to, waive any portion or all of the Special Individual Assessment) imposed for a continuous violation.

The Restated Enforcement Procedure related to any disciplinary action shall be as indicated below.

### **Step 1. Initiation**

- If a **Violation Report** is completed by a homeowner, a Board member, the Association's Manager, Architectural Committee member, or another designated representative of the Association, the **Violation Report** will be verified as set forth in Step 2.

### **Step 2. Verification**

- Verification of a Violation Report for non-architectural violations is accomplished by a review of the Association's Governing Documents and/or inspection by the Association's Manager, Board of Directors, Architectural Committee or other designated Association representative. Verification of a Violation Report for architectural violations is accomplished by a review of the Association's Governing Documents and/or a recommendation by the Architectural Committee. Violation shall be defined as an act in direct conflict with the Association's Governing Documents, and/or local, county or state requirements.

### **Step 3. Documentation**

#### **A. Non-Architectural Violations**

1. The Association has the following three options for enforcing non-architectural violations:
  - A **Warning Notice** is completed by the Association's Manager or his/her designated representative and forwarded to the violating homeowner (hereinafter Violator). At the discretion of the Board or Association's Manager,

- this step may be skipped if, based on the seriousness of the violation, more immediate action is warranted; or
- If the violation persists after the **Warning Notice** has been issued or if the Board or Association's Manager determines to proceed directly to a **Violation Notice**, said **Violation Notice** is sent to the Violator, stating a deadline by which to cure the violation; or
  - If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
2. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the Violator, setting forth the date, place and time upon which the Violator may be heard before the Board of Directors.
  3. Failure to appear at any hearing could result in immediate discipline including, but not limited to, imposition of a **Special Individual Assessment / Special Reimbursement Assessment**, and/or suspension of Membership Privileges. Association must give at least ten (10) days' written notice of the hearing to the Violator before any action is taken, pursuant to the Association's Governing Documents.

## **B. Architectural Violations**

1. Examples of architectural violations are:
  - Owner of the property has not submitted the requisite application, related documents and plans and/or the requisite fees to the Architectural Committee or the Association, if appropriate, or secured requisite written approval from the Association.
  - Owner of the property has obtained prior approval but has not complied with the approved final plans and specifications of the proposed work.
  - Owner has failed to maintain his/her/its Lot or other areas which Owner is responsible to maintain.
2. The Association has the following three options for enforcing architectural violations:
  - A **Warning Notice** is completed and forwarded to the violating homeowner (hereinafter Violator). At the discretion of the Board of Directors or the Association's Manager, this step may be skipped, and the Association may proceed directly to a **Violation Notice** or an **Expedited Hearing Notice**; or
  - If the violation persists after the **Warning Notice** has been issued or if the Board of Directors or Association Manager determines to proceed directly to a **Violation Notice**, said **Violation Notice** is sent to the Violator, stating a deadline by which to cure the violation; or
3. If the violation warrants immediate action, an **Expedited Hearing Notice** is sent to the Violator, stating a date, time and place where the Violator may be heard before the Board of Directors.
4. If a **Violation Notice** is sent and the Violator fails to take the necessary action by the deadline given, a **Hearing Notice** will be sent to the violating homeowner, setting forth the date, time, and place where the Violator may be heard before the Board of Directors.
5. Failure to: (1) appear at any hearing; and/or (2) comply with a written **Violation Notice** could result in immediate discipline including, but not limited to, imposition of a **Special Individual Assessment / Special Reimbursement Assessment** and/or suspension of Membership Privileges. Association must give at least ten (10) days'

written notice of the hearing to the Violator before any action is taken, pursuant to the Association's Governing Documents

#### **Step 4. Homeowner Hearing Procedure**

**A. Findings of Fact and Recommended Action:** The Board of Directors must make specific findings as it relates to the violation of the Governing Documents. **NOTE:** If no violation is found, then no remedy is required, and the Association would then issue a **Ruling Notice** pursuant to **Step 4. C** below.

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

1. **Special Individual Assessment / Special Reimbursement Assessment** — Even if the violation is not of a continuing nature and does not lend itself to a self- help remedy, the Board of Directors still has the authority to impose a Special Individual Assessment / Special Reimbursement Assessment for failure to comply with the provisions of the Governing Documents or to reimburse the Association for damage caused to the common area. The Board of Directors may only impose a Special Individual Assessment / Special Reimbursement Assessment after providing notice and hearing to a Violator, pursuant to the minimum requirements set forth herein. The following Special Individual Assessment / Special Reimbursement Assessment structure is based upon two (2) components: (1) a reasonable determination of the costs (i.e. attorneys' fees, property management fees, etc.) expended by the Association in performing its functions in enforcing the Governing Documents, and 2) the imposition of monetary fines for violation of said Governing Documents.
2. Right and Authority to suspend Membership Privileges for violations of the Governing Documents and/or for any period during which the Member is delinquent in the payment of any assessment, fine or monetary penalty, or as otherwise provided in the Governing Documents.
3. **Self-Help Remedy for Continuing Non-Architectural Violations** — If the violation of the Governing Documents continues and can be cured through a self-help remedy, the Board of Directors has the right to demand correction of the continuing violation and a date certain upon which a homeowner must comply (a reasonable period of time shall be given to the homeowner) *via* the Notice of Ruling. The Notice should further indicate that if the homeowner fails to comply within the time provided by the Association, the Association would bring the homeowner into compliance and charge the cost of same to the homeowner as a Special Individual Assessment.
4. **Self-Help Remedy for Continuing Architectural Violations** — If it is determined a violation has taken place, the Board of Directors shall make findings of fact and request corrective action (removal, replacement, repair and/or modification) by the Violator. If corrective action is not taken by the Member and the violation can be cured through a self-help remedy, the Ruling Notice shall further indicate that if the Member fails to comply within the time provided, the Association shall bring the Member into compliance and charge the cost of same to the Member as a Special Individual Assessment. **However, any demand letter which requires the Association to go onto a Members' property to rectify the violation should be reviewed and sent by Association's counsel.** *For example, if a homeowner's Lot is becoming an eyesore for lack of maintenance, the Association can provide written notice to the violating homeowner that he/she must provide the appropriate maintenance and that he/she is in violation of the Governing Documents. The Notice would further provide that the owner has a specific (and reasonable) period of time to*

*correct the deficiency. If the owner fails to correct said deficiency within the specified time given by the Association, the Association could then proceed with the maintenance and charge the cost to the homeowner as a Special Individual Assessment.*

5. **Other Potential Remedies / Sanctions** — Notwithstanding anything set forth herein, the Board of Directors in its discretion shall have the power to require any other applicable remedy and/or sanction for as long as it deems necessary, provided, however, that said remedy / sanction is in accord with the Association's Governing Documents and law. If the violation is of such a serious nature that potential legal action is contemplated, the Association's corporate counsel should be consulted for determination whether Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR") should be offered to the Violator (as well as consideration of other potential remedies).

**C. Ruling Notice.** Regardless what remedy is chosen, even if no violation is found, the Association must mail to the Violator a **Ruling Notice** within fifteen (15) days after the date of the hearing. If it is ruled that a Special Individual Assessment / Special Reimbursement Assessment shall be imposed against the Violator, then the Association must give notice of the ruling to the Violator and request payment of such assessment within thirty (30) days after the **Ruling Notice** is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable.

**D. Special Individual Assessment / Special Reimbursement Assessment Structure.** If any Member's failure to comply with the provisions of the Governing Documents results in the Association's expenditures of monies or incurs costs related to the action or non-action of a Member, the Association may levy a **Special Individual Assessment / Special Reimbursement Assessment** against such Member. Additionally, the Association may levy fines as **Special Individual Assessments / Special Reimbursement Assessments** consistent with Table 1 below.

The amount of said Assessments may be amended from time to time by the Board of Directors. The present structure of the Association for <b>Special Individual Assessments / Special Reimbursement Assessments</b> for violations of the Governing Documents shall be as follows:	
First Violation	Written Notice with 15 days to comply.
Second Violation/ Reoccurring Violation	2 <sup>nd</sup> notice of the same violation having not been corrected after 15 days following delivery of the First Notice - A <b>Hearing Notice</b> shall be sent not less than 10 days prior to the proposed hearing, indicating a possible <b>\$150 fine</b> with a <b>\$50 Special Individual Reimbursement Assessment</b>
Third Violation/Reoccurring Violation	Hearing Notice with possible \$20.00 per day additional fine failure to correct the violation by a specified date determined at the hearing.

Fourth and Continuous Violation	Continuing Offenses of the same rule violation having not been corrected as specified may be directed to an attorney for legal action; therefore, in addition to the \$20.00 per day for each day the violation exists after the effective disciplinary date as approved at the hearing, the Special Individual Reimbursement Assessment will be applied for costs incurred.
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**E. Collection of Special Individual Assessments / Special Reimbursement**

**Assessments.** Pursuant to the Association's collection policy and the CC&Rs, if a Special Individual Assessment was levied for failure to comply with the Governing Documents or as a Special Reimbursement Assessment imposed for costs incurred by the Association in repair of damage to the Common Area and is not paid within thirty (30) days after mailing the Ruling Notice, then the Association may suspend the Owner's Membership Privileges after notice and hearing as set forth in the Association's Collection Policy.

**Architectural Modifications**

The Architectural Committee (ARC) and the Board have approved a small list of exterior architectural modifications that do not need prior written approval before work commences. All other exterior architectural modifications made without prior written approval from the Architectural is prohibited.

**Pre-Approved Architectural Modification List**

The following items have been pre-approved by the Architectural Committee and the Board of Directors. These pre-approved items do not need prior written approval. A completed Architectural Request form must be submitted to the PDCCA office to be kept on file.

**Note: If it's not listed below you will need to submit a completed Architectural Request form and obtain prior written approval.**

**Paint** - Chosen colors are to be within the shades of the original paint. Any of the original colors of the home may be used to change a color such as on a garage door and/or gates. Paint may be of any sheen, such as semi-gloss or flat. Garage door and gate colors are to include white.

**Security Screen Doors** – Security doors or screen doors must be colored. May not be bare aluminum.

**Security Lights** - Residents may install security lights on their property. However, all security lights must have/be:

- (1) motion sensor and can only stay on for 3 minutes (or less) at any one time and/or
- (2) installed with a lighting shield so as to direct the beam away from adjacent properties.

**Window Tinting** - Mirrored type sheeting is not allowed on the front side of the home. Quality tint sheeting must be professionally installed.

**Satellite Dishes or Future Electronic Dishes/Receivers** – Only small satellite dishes, less than 24 inches in diameter, attached to the side or rear of the house are allowed.

**Landscaping** - Pre-approved landscaping includes change-over from grass to desert type landscaping, such as with gravel, stones, rocks, boulders, cactus, palm trees, desert type

plants and various types of decomposed granite. Pre-approved changes include artificial grass. All rear yard landscape installation must be approved prior to installation.

**Tree Removal** - No approval needed for nuisance tree removal. Trees deemed to be a nuisance include those that are leaning or interfering with the home or adjacent property, root systems that may interfere with walls, foundation, underground utilities systems, sidewalks, walkways and patios.

**Like for Like Replacement** - Prior written approval is not necessary when replacing “like for like” materials i.e. replacing a 6 foot high wood fence with a 6 foot high wood fence. If the replacement is a 4 foot high wrought iron fence instead of a 6 foot high wood fence you will need prior written approval from the ARC.