

**PALM DESERT COUNTRY CLUB
ASSOCIATION**
A California Nonprofit Mutual Benefit Corporation

**RESTATED
RULES AND REGULATIONS**

SEPTEMBER 2024*

* Adopted: September 17, 2024

* Amended: February 17, 2026

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON AGE, RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, VETERAN OR MILITARY STATUS, GENDER INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A "RESTRICTIVE COVENANT MODIFICATION" FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER'S OFFICE. THE "RESTRICTIVE COVENANT MODIFICATION" FORM CAN BE OBTAINED FROM THE COUNTY RECORDER'S OFFICE AND MAY BE AVAILABLE ON ITS INTERNET WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

TABLE OF CONTENTS

Description	Page
INTRODUCTION	1
GENERAL RULES	2
COMMON AREA LANDSCAPING	12
COMMON AREA ALICE MARBLE HALL RENTAL	12
COMMON AREA POOLS AND SPA	16
VEHICLES AND PARKING	20
ARCHITECTURAL AND LANDSCAPE RULES	21

PALM DESERT COUNTRY CLUB ASSOCIATION

RESTATED RULES AND REGULATIONS

INTRODUCTION

Palm Desert Country Club is a single family residential community (hereinafter, "Community"). Your decision to live in such a development with its advantages signifies a willingness to forego the relatively complete freedom of action possible in a residence not situated in a homeowners association. That willingness implies an obligation to respect your neighbor's rights, to modify your own habits and actions, to preclude encroachment and to be tolerant of your neighbors who are equally subject to the rules.

In order to ensure a uniform and harmonious Community, the Association has adopted these *Restated Rules and Regulations*, (hereinafter "Rules") pursuant to its First Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and Restated Bylaws ("Bylaws"). The CC&Rs, Bylaws, Articles of Incorporation, Rules, Architectural and Landscape Guidelines, if any ("Guidelines"), Election Rules and Revised Restated Enforcement Procedure ("Enforcement Procedure"), are collectively referred to herein as the "Governing Documents". This document is presented to all Owners as part of the Association's Governing Documents, so that Owners can all enjoy living in a pleasant environment with their neighbors and maintain the beauty and value of our common areas and the entire Community. Owners are required to make Renters, Tenants and Guests aware of these Rules.

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. The Rules and all Governing Documents are available for free download on the PDCCA website - www.PDCCA.com.

Homeowner 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.

PURPOSE. These *Rules* have been adopted by the Board of Directors with the intent of preserving the peaceful enjoyment of the Community for all Members. Your compliance (as well as that of your residents, tenants, guests, and invitees) with all the Governing Documents will promote an overall benefit for all. These *Rules* may be amended at any time by the Board of Directors (following notice to Members and opportunity to comment).

ENFORCEMENT PROCEDURE FOR VIOLATIONS.

Violations of these Rules could result in citations, violation notices and/or other enforcement action being issued and further subsequent action being taken. The Board of Directors is empowered to levy assessments, suspend Common Area privileges of any

Member or person deriving rights from any Member (“Membership Privileges”) and to pursue other legal action to ensure compliance of the Association's Governing Documents. Owners shall be liable for any breach of the Governing Documents by their tenants, guests, vendors and invitees (“Guests”) including but not limited to any Special Individual / Special Reimbursement Assessment, as well as for any damage to the Common Area caused by said tenants and Guests.

REPORTING. Violations: Potential violations of the Governing Documents should be reported to management: Association Maintenance & Repair Responsibilities: Notice of items requiring Association maintenance and/or repair (i.e. Common Area lights, irrigation lines, etc.) should be reported to the Association office.

Office Manager at the Association Office
77800 California Drive
Palm Desert CA 92211
(760) 345-2331
www.PDCCA.com

Graffiti: Graffiti seen throughout any portion of the Community should be reported to the General Manager who will contact the proper authorities.

Crime: Call 9-1-1.

Emergency: 9-1-1.

RIVERSIDE COUNTY ANIMAL CONTROL: (760) 343-3644

Golf Course

Palm Desert Country Club Association 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.

I. GENERAL RULES

1. ANIMALS

a. Notwithstanding the CC&Rs and in accordance with Riverside County ordinance, no one may raise or keep more than a combined total of four pets (dogs, cats or birds) or more than a reasonable number of other household pets within the Community, except as permitted by regulations adopted by the Board from time to time.

b. No Owner/Resident may raise or keep animals for commercial purposes.

c. All dogs must be attached to a leash at all times when in the Common

Area and must be accompanied by a person competent to keep the pet under effective control. E-collars or hands-free leashes are not permitted for walking pets on the Common Area.

d. No dog or pet of any kind shall be tied up in the Common Area and/or left unattended and tied up at any outdoor location.

e. Excessive barking that creates a disturbance or nuisance to other residents, whether the pet is inside or outside, is not permitted.

f. Any and all damage to the Common Areas caused by any animal is the responsibility of the Owner who allowed the animal to use the Common Area. Owners are liable for their Residents/Tenants/Guests.

g. Owners/Residents are responsible for cleaning up after their pets and must do so. Owners/Residents must comply with the Riverside County animal ordinances.

h. The Association does not trap wildlife (i.e. racoon or other animals) except when a potential for damage to Association property exists. Owners should contact Animal Control to report issues they experience with racoons, skunks, coyotes, etc.

i. There shall be no feeding of wild animals, including ducks, squirrels, rabbits and birds, except that liquid hummingbird feeders are allowed.

2. **ASSOCIATION CONTRACTORS.** The Association's independent contractors are given direction by the Board of Directors and/or its General Manager, and are not to be directed by Owners or their tenants, guests and/or invitees. Except for authorized Board members, members shall not seek bids/proposals from vendors and/or contractors or represent themselves as agents acting on behalf of the Association without specific written authorization from the Association's Board of Directors or its General Manager. Any comments regarding their performance or demeanor should be directed to the General Manager in writing.

3. **BICYCLES, ROLLER BLADES, SCOOTERS, SKATEBOARDS AND PLAY EQUIPMENT.**

a. Except for use in driveways, bicycles, tricycles, roller blades, roller skates, scooters and skateboards may not be used on the Common Areas. 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.

b. Bicycle, roller blades and skateboard ramps are prohibited.

4. **BUSINESS ("HOME OCCUPATION").** An Owner or Owner's tenant may operate a business within the Residence / Lot (hereinafter "home occupation"), provided that the

home occupation is specifically limited to the use of the Residence / Lot through the means of telephone, internet and reasonable mail as described below and for no other purpose. Any activity conducted in compliance with Owner's home occupation shall not be visible from the exterior of the Residence / Lot, through any modification to the Residence / Lot, or through the operation of any business activity. All home occupations shall comply with the Rules and Regulations adopted by the Board of Directors and shall require prior written Association approval, but shall include at a minimum the following:

- a. All employees shall be members of the resident family and shall reside within the Residence;
- b. There shall be no direct sales of products or merchandise;
- c. There shall be no displays, inordinate amount of delivery of mail or merchandise;
- d. There shall be no advertising (including in any telephone book or website) which identifies the home occupation by street address;
- e. Pedestrian and vehicular traffic will be limited to that normally associated with residential districts;
- f. The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises beyond those commercial vehicles normally associated with residential uses;
- g. There shall be no outdoor storage of materials or equipment, nor shall merchandise be visible from outside the Residence / Lot;
- h. The home occupation shall be confined within the Residence; Carports/Garages shall not be used for home occupation;
- i. The appearance of the Residence / Lot shall not be altered nor the occupation within the Residence / Lot be conducted in a manner which would cause the premises to differ from its residential character either by the use of colors, materials, construction, lighting, signs, or the emissions of sounds, noises and vibrations;
- j. No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances;
- k. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises;
- l. If the home occupation is to be conducted on rental property, the Owner's written authorization for the proposed use shall be obtained from the General Manager prior to the approval of the home occupation; and

m. A home occupation approval may be revoked or modified upon thirty (30) days' written notice by the Association if a majority of the Board of Directors, at its discretion, determine any one of the following findings can be made:

i. That the use has become detrimental to the quiet enjoyment of any Owner within the Community and/or constitutes a nuisance;

ii. That the use has become detrimental to the Association and/or any Owner based on any health or safety concern;

iii. That the approval was obtained by the applicant by a misstatement of facts;

iv. That the home occupation is generating pedestrian or vehicular traffic and/or parking concerns;

v. That the applicant is advertising the home occupation by identification of the street address either in a telephone book, website or any other form;

vi. That the use is in violation of any statute, ordinance, law or regulation.

n. In order to secure the integrity and purpose of this policy, home occupations shall be reviewed and monitored on an annual basis or sooner if the Board of Directors deems it necessary.

5. **CONDUCT.**

a. No improper conduct, obscenities, verbal or physical threats by Owners, tenants, family and/or guests will be tolerated. This includes, as it relates to Association operations, any interactions in person, through email, social media postings and/or electronic communications. Actions by any person of any nature, particularly in the Common Area which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior.

b. Owners are responsible for the conduct of their residents, guests, family, and/or renters, and all service personnel, vendors, contractors, and any other invitees.

c. All Owners, their residents, tenants, family and/or Guests are presumed to conduct themselves with due consideration for each other and for anyone associated with the Association. The Board of Directors has the power to discipline any person for any conduct which in its opinion tends to endanger the welfare, interest or character of the Association, as well as for violations of any of the Association's rules and regulations.

d. Owners, residents, tenants, family members, Guests and invitees shall conduct themselves in a courteous, considerate manner toward the Board of Directors,

committee members, any employees of the Association and employees of Association vendors ("PDCCA Group Members"). No PDCCA Group Member shall be reprimanded, threatened, or harassed in any way by Owners, residents, tenants, family members, guests or invitees. Complaints regarding any PDCCA Group Member must be made to the Association's management for appropriate action. If the complaint relates to management, it should be forwarded directly to the President or Board of Directors.

e. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility at the time, *i.e.*, General Manager or duly Board-authorized acting person or member, shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident should be obtained and delivered to the Association as soon as possible.

f. Except for authorized Board members, members shall not seek bid/proposals from vendors and/or contractors or represent themselves as agents acting on behalf of the Association without specific written authorization from the Association's Board of Directors or its General Manager.

g. The Association considers a violation of any of the foregoing rules a serious violation which will subject the violating Member to immediate disciplinary action. Said disciplinary action shall include possible imposition of a monetary penalty, suspension of the Owner's voting (if permissible under law) and/or suspension of the Owner's privileges for use of the Common Area and recreational facilities.

h. No person shall damage or destroy the Association's Common Area property. The Owner of each Lot shall be liable to the Association for all damage to the Common Area or to any improvements thereon or thereto, caused by Owner, Owner's residents, family, tenants, guests or invitees. After due process, the Board may levy a Special Reimbursement Assessment against an Owner and/or Lot to reimburse the Association for costs incurred in repairing any damage to the Common Area for which the Owner was found responsible. Said Special Reimbursement Assessment shall be collected in the same manner as regular and special assessments and may be liened and foreclosed.

i. Parents are responsible for and must control their children with due regard to the quiet enjoyment of other residents.

6. **DRONES.** Except for the following uses, drones (for purposes of this section, "drones" are any unmanned aerial vehicles - UAV - and shall include any radio-controlled or remote-controlled plane, helicopter or any other similar UAV) are not permitted within the Community:

a. any purpose identified by the Association as part of the operation of Association duties;

b. obtaining video / photographs of Residence / Lot listed for lease or sale, via use by a qualified professional.

7. **FURNITURE, FIXTURES OR EQUIPMENT.** Except as authorized by the Association, no furniture, fixtures or equipment owned by the Association shall be moved from an assigned area by anyone. Light fixtures belonging to the Association for the use and enjoyment of all residents are not to be removed from the Common Area or moved to another location in the Common Area.

8. **HOLIDAY DECORATIONS.** Holiday decorations are permitted; however:

a. The design and quantity of decorations should be in good taste. All seasonal/holiday decorations, such as house lights, window displays, window decorating, tree lights, lawn decorations, etc., shall not be permanent.

b. Personal decorations may not infringe into Common Area and should be confined to the Residence / Lot.

c. All decorations for December holidays may be displayed no earlier than the week of Thanksgiving and must be removed no later than January 7th. All other holiday lighting and decorations may be displayed the 1st of the month of the specific holiday and removed within 7 days after the official holiday. Holiday decorations should not cause light glare or other safety hazards related to vehicular or pedestrian traffic.

d. Winter holiday displays that contain decorative signs such as "Happy Holidays", "Seasons Greetings", "Merry Christmas", "Happy Hanukkah" or similar signs may not: a) impact public / safety concerns or b) interfere with the quiet enjoyment of the Residence / Lot within the surrounding area.

9. **NOISE AND DISTURBANCES.**

a. Owners shall not make or permit any disturbing noises or unruly activities that will interfere with the rights, comforts or convenience of other residents including loud noises such as blowing of horns, racing engines or loud vehicle mufflers or noxious odors from motor vehicles, large power tools, or other items.

b. No resident shall play any musical instruments or operate sound systems (after 10:00 p.m. or before 7:00 a.m.) if the same shall disturb or annoy other residents.

c. The Board of Directors shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance.

d. These provisions shall also apply to all contractors operating within the Community.

10. **RENTAL UNITS.**

a. Each Owner shall have the right to lease his or her Residence / Lot provided that such lease is in writing, complies with the City of Palm Desert's Municipal Code related to short term rentals, and provides that the lessee/tenant shall be bound by and obligated to the provisions of the Governing Documents.

b. All lease/rental agreements for any Residence / Lot shall contain a provision binding the tenant(s) to the terms and conditions contained in the Association's Governing Documents, including without limitation these Rules, and any amendments thereto, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or the Association.

c. The Residence / Lots are restricted to residential use. All leases must be for the entire Residence / Lot and not merely parts thereof, unless the Owner remains in occupancy. Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property caused by tenant or tenant's guests. Failure of any tenant or guest to comply with these Rules may subject the Owner and/or tenant to disciplinary action.

d. Timeshare projects, timeshare estates, timeshare programs and timeshare uses are prohibited per the CC&Rs.

e. At least seven (7) days in advance of the move-in date, Owners shall be required to provide the Association a completed PDCCA Rental and Lease Information form and a completed PDCCA Transfer of Membership form and:

i. Notify the Association of the intent to lease the Residence / Lot, including length of the lease, names of the occupants of the rented/leased Residence /Lot, number of occupants, and automobile information including vehicle registration;

ii. Provide each tenant a copy of the Governing Documents;

iii. Notify the Association of the address and telephone number where such Owner can be reached; and

iv. Owners shall provide the General Manager a copy of the written lease (unredacted) signed by all parties.

f. 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. Pursuant to the City of Palm Desert, short term rentals are prohibited in R-1 and R-2 zones. 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.

11. **RESIDENTIAL LOT.**

a. All Owners must keep their Residence / Lot free of trash and other unsightly materials.

b. **Carpet Cleaning Chemicals.**

i. All liquid and all chemicals used in the process of cleaning carpets must be drained into self- contained storage containers.

ii. Owners will be billed for necessary repairs should carpet cleaning personnel drain liquid and/or chemical agents onto the Association's streets, planting areas or other Common Areas.

c. **Clotheslines and Drying Racks.** Towels or other items must not be hung on walls, fences or gates. A clothesline or drying rack (but not both) shall be permitted in accordance with the following (but may only be used during daylight hours for the number of hour's necessary to dry the items at issue):

i. For purposes of this section, "clothesline" includes a cord, rope or wire (no taller than one foot (1') below the height of the wall of the enclosed rear yard surrounding the Lot at issue) from which laundered items may be hung to dry or air. A wall, railing, awning or other part of a structure or building shall not qualify as a clothesline.

ii. For purposes of this section, "drying rack" means an apparatus less than three feet (3') in height from which laundered items may be hung to dry or air. A wall, railing, awning or other part of a structure or building shall not qualify as a drying rack.

iii. May only be placed in an enclosed rear yard.

iv. May not be placed in an obtrusive location such that it can be seen from adjacent residence, the Association's Common Area and/or golf course.

d. **Garage, yard, moving, and estate sales are only allowed as follows:**

i. Each Residence / Lot is permitted two such garage, yard, moving and estate sales within any twelve (12) month period. code may be required.

ii. Signs can only be placed on the Owner's Lot and must abide by the governing documents and City of Palm Desert ordinances regarding size and placement of signs.

12. **RUBBISH, TRASH & RECYCLABLES.**

a. Each Residence / Lot at all times shall be kept in clean condition. No weeds, trash, litter, junk, boxes, containers, bottles, cans, trimming, implements, machinery,

lumber or other building materials shall be permitted to be stored or stacked or to remain exposed upon any Residence / Lot so as to be visible from any neighboring Residence / Lot or street, except at the time of trash pickup or as necessary during a period of construction.

b. No odor may be permitted to emanate from any area so as to render the Residence / Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Residence / Lot in the vicinity thereof or to its occupants.

c. All rubbish, trash, garbage or other waste materials shall be contained in sanitary containers stored on the side of the Residence / Lot, inside the garage or carport or behind an approved barrier and not visible from the Common Area except when set out for trash pickup. Containers (or other oversized / bulk items scheduled for pickup) are NOT to be placed on the sidewalk. Sidewalks are not to be blocked.

d. Trash, recycle and waste containers must have lids firmly in place and only containers provided by Burrtec may be used. Other types of pickup must be scheduled by contacting Burrtec or Owner may arrange to have the items removed by a private contractor.

e. Trash, recycle and waste container may not be set out earlier than 12 hours before pickup and must be removed from view of the curb/street side within 12 hours after pickup. Holiday schedules should be observed and can be found on Burrtec's website. Containers should not be placed too closely to parked cars.

f. Trash containers are intended for ordinary daily refuse and are not to be used for the disposal of furniture, chemicals, paint, motor oil, pesticides, hazardous waste, remodeling or any other construction trash or house hold goods.

g. 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.

h. Trash and rubbish from any form of construction must be removed off site to the appropriate collection center.

i. Newspapers must be picked up on a daily basis. If Owner is out of town then arrangements should be made to either stop delivery or to have someone pick up them up every day.

13. **SIGNS, POSTERS, FLAGS AND BANNERS.**

a. **Signs (For Sale, Lease, Open House and Security Service)**

i. The only approved real estate signs that may be posted at the Residence / Lot are professionally manufactured "Open House", "For Lease" and "For Sale" signs.

ii. All "FOR SALE", "FOR RENT", "FOR LEASE", or "OPEN HOUSE" signs must be no larger than 6 square feet. Only one approved sign per Residence / Lot may be displayed. No homemade hand painted signs may be displayed anywhere in the Community.

iii. "For sale by owner" signs must meet the same requirements as the professional real estate sign criteria stated in ii. above.

iv. A "Sold" strip may be applied to a "For Sale" sign for a period not to exceed 20 days. Approved signs are to be of a customary and reasonable size.

v. Except as specifically permitted by the Association, no flags, banners, or balloons will be allowed to advertise a Residence / Lot for sale or lease.

vi. One "Open House" sign may be posted on the Residence / Lot in addition to other real estate signs, but only when a qualified Real Estate person(s) or owner is on the premises to conduct an Open House. Limited directional signs are allowed during an "Open House" event. All "Open House" signs are to be removed by 7:30 pm. on the day of the Open House.

b. **Security Signs.** One security /alarm sign may be placed in the front yard where it is visible to persons approaching the Residence. Golf course, green belt and corner Lots may display up to three (3) signs, one in front, one on the side and one in the back.

i. Signs must be made of a durable metal material or plastic, with all painting by silkscreen or other professional sign-painting technique. No other sign or advertising device may be displayed without prior written approval of the Association.

ii. Hand-lettered, painted or homemade signs are not permitted.

iii. Signs shall not be affixed to gates, doors and/or the structure of the Residence / Lot.

iv. In addition, window stickers and/or decals measuring no larger than ten (10) square inches are permitted.

v. Maintenance of the signs, stickers and decals is the responsibility of Owner. Signs in poor repair, not securely placed in the ground and/or installed in unapproved locations will be removed by the Association.

c. **Banners, Posters or Flags.** The following regulations pertain to the display or posting of non- commercial signs, banners, flags and posters (hereinafter, collectively "Displays") other than "For Sale", "For Lease", "Open House" and "Security" signs identified above:

- i. No commercial Displays of any kind are permitted.
- ii. Signs or posters cannot exceed nine (9) square feet and flags or banners cannot exceed fifteen (15) square feet.
- iii. Displays cannot be made up of roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping or decorative component or include the painting of any architectural surface. Except for winter holidays Displays, Displays cannot be made of lights.
- iv. Displays are only permitted on an Owner's Residence / Lot. Displays are not permitted on or in any Common Area.
- v. Displays are not permitted on or in any Common Area, automobile, truck, golf cart, or any other vehicle.
- vi. Displays which violate any local, state or federal law and/or adversely affect public safety, including traffic safety, are not permitted.
- vii. All Displays must be maintained in good condition and any faded or torn Displays must be removed immediately.
- viii. Political signs may only be displayed on an Owner's Residence / Lot consistent with the City of Palm Desert's requirements.
- ix. Displays which do not conform with the foregoing regulations may be removed by the Association without notice.

II. COMMON AREA LANDSCAPING

Owners shall not do any landscaping in the common areas, including planting, trimming, or removal of trees, plants, or flowers, without prior written approval from the Board of Directors. Any approved change or planting becomes the property of the Association and subject to its maintenance or removal.

III. COMMON AREA - ALICE MARBLE HALL RENTAL

1. All requests for Palm Desert Country Club Association (PDCCA) Alice Marble Hall (Hall) use must be made and forms completed by the PDCCA homeowner, tenant or outside party (Renter) only at the PDCCA office. Hall reservations are not made over the phone or by email.
 - a. PDCCA tenants must have proof of tenancy on file at PDCCA office.

2. The Renter is required to sign the Alice Marble Hall Rental Agreement, the Hold Harmless Agreement and the Renter acknowledges responsibility for the following:

a. Renter must be present during the entire event time; this requirement also includes Renter presence during decorating time. If the Renter is not present during the event, security deposit will be forfeited. No exceptions.

b. Decorating time availability and event availability will be determined by PDCCA staff and may vary due to event day and previously scheduled events.

c. The maximum amount of time that a Renter event is six (6) hours unless additional hours are purchased at the time of event scheduling. This six hour includes both decorating and event times. Purchasing additional hours on the day of the event is not permitted.

d. All events must end by 10 pm. There is no exception to this policy.

e. Renter may use the kitchen refrigerator, stoves, ice machine, freezer, sinks and counters. Any kitchen equipment used by Renter must be cleaned and returned to same condition as received prior to event commencement.

f. If the Renter elects to purchase cleanup service, he/she/they are still responsible to place all event trash in dumpster, and remove all event food, decorations and equipment that were a part of event.

g. Renter is responsible for the behavior and actions of all event attendees.

h. If any damage is caused to the PDCCA landscaping by event attendees, it may result in total deposit forfeiture.

i. Partying or setups on the front lawn, breezeway, parking lot, etc. are not permitted by any event attendee.

3. Decorating requirements are as follows:

a. Decorations may be hung from wires attached to ceiling. Do not, however, take down decorations in such a manner as to damage the ceiling wires.

b. No decorations may be attached to walls, ceilings, fans, window coverings or window valances.

c. Confetti, rice, or sprinkles are not permitted in any area of the Hall or facility. This includes the front lawns and the breezeway.

4. Outside vendor equipment will be permitted only with advance permission by the PDCCA office. The following requirements must be fully met before any outside vendor

equipment is placed on PDCCA property:

a. All outside vendors are required to provide a Certificate of Insurance for liability, auto and workers compensation for outside vendor and its employees, listing the Palm Desert Country Club Association and Personalized Property Management as the certificate holder and additionally insured on this certificate. No exceptions to this requirement. If certificate of liability insurance for an outside vendor is not received security deposit will be forfeited.

b. Outside vendors include, but are not limited to, catering companies, equipment rental companies, amusement devices, DJ's and music companies.

c. The PDCCA staff will not sign for any outside vendor deliveries. It is the responsibility of the homeowner/tenant to be present to sign deliveries.

d. All outside vendor equipment must be removed no later than one hour after the homeowner/tenant event ends.

e. Vehicles, whether outside vendor or homeowner/tenant, may park in the green loading zone for loading/unloading of event supplies. Any damage to PDCCA sidewalks or property from vehicle parking on sidewalks will result in total reservation deposit forfeiture and possible additional charges as determined by the board of directors.

f. No vehicles over 10,000 lb. gross vehicular weight are permitted to be parked on the PDCCA's sidewalks at any time.

5. Music requirements are as follows:

a. Any complaints to law enforcement from neighboring residents, PDCCA staff, or security company personnel regarding loud music will result in premature ending of event and total deposit forfeiture.

b. All music must end by 10:00 pm, no exception to this policy.

6. Cleanup is the responsibility of the homeowner or tenant. All Hall users will comply with the following requirements:

a. Cleanup must be completed within one hour after the event ends.

b. Renter will follow all instructions regarding cleanup from PDCCA staff person assigned to event. Failure to follow the PDCCA staff instructions may result in total deposit forfeiture.

c. Renter is responsible to return all PDCCA furniture and other PDCCA items to their original location prior to the event.

d. If Renter does not fully cleanup and follow staff instruction, and the PDCCA staff person must provide the final cleanup, the total reservation deposit will be forfeited.

7. Alcohol at event is governed by the following requirements:

a. Renter acknowledges that he/she is fully responsible for the alcohol consumption by guests at his/her event. Renter is responsible for monitoring alcohol consumption.

b. No alcohol is permitted to be consumed in the front yard, breezeway or around the pool area. Alcohol may be consumed only in the Hall and the Courtyard and Covered Patio area adjacent to the Hall.

c. If a PDCCA staff person or security personnel witness alcohol consumption by anyone under the age of 21, the PDCCA staff person has the immediate right and obligation to shut down the Renter event and the PDCCA staff person or security personnel will notify the police department of this law violation. Security deposit will be forfeited.

d. If security personnel are scheduled for the Renter event, due to alcohol being served the homeowner/tenant is responsible to follow all verbal and written instructions of the security personnel. Failure to follow any security personnel instruction will result in total reservation deposit forfeiture.

e. If Renter marked on Reservation Form that alcohol would not be served at event, and subsequently alcohol is present at event, Renter will forfeit total reservation deposit and will no longer be eligible to use Hall without permission of the PDCCA board of directors at an open board meeting.

8. Any damage to the Hall or any part of the facility used by the Renter during the scheduled event will result in total reservation deposit forfeiture. In addition, any damage caused by the Renter and/or their guests may also result in the Renter losing future use of the Hall or any other part of the facility.

9. Smoking is prohibited in the Hall, outside of the Hall and area behind the Hall building designated as the school area.

10. Use of any of the school's playground equipment, bikes, scooters, toys, etc. will result in total forfeiture of security deposit.

11. Insurance Requirements:

a. The Renter using the Hall must provide a one (1) day event insurance certificate two (2) weeks prior to the event date. Palm Desert Country Club Association and Personalized Property Management must be named as additional insured and an Endorsement Form B shall be attached to the certificate of Insurance.

IV. COMMON AREA - 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 Palm Desert Country Club Association (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.

This is YOUR pool and spa, so please obey the Rules and ensure that others obey them also. It should go without saying: show some courtesy to your neighbors and clean up after using the pool facilities.

1. **WARNING** – No lifeguard is on duty at the PDCCA pools and spa. Residents and guests use the facility at their own risk.

2. 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. There will be a \$75.00 administration fee for every Fob replacement after the original is lost or damaged.

b. 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.

c. All gates must remain closed and locked when not in use. Gates shall not be propped open.

d. A maximum of ten (10) guests from each residence are allowed in the pool area at one time.

e. 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 pool attendant(s) 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.

3. 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).

4. Any swimmer who does not meet basic swimming competency requirements will be required to wear swim aids such as arm floaters, swim vests, etc.

5. Persons under the age of fourteen (14) must be accompanied and supervised by an adult who is eighteen (18) years old or older in all areas of the pools or spa pursuant to California Code of Regulations Title 22 Chapter 20 Section 65539(c). Unsupervised use of spa by children under the age of fourteen (14) is prohibited. We reserve the right to require that any person who does not meet our requirement of basic swimming competency must be accompanied in the pools or spa by an adult at all times who is so proficient in swimming.

6. Appropriate attire/swim wear is required in the pool/spa and surrounding common areas at all times.

a. Street clothing is not allowed to be worn in either the 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 pool attendant or staff member on duty will make the final determination if the swimwear complies with the Association pool rules.

b. Plain white t-shirts or swim shirt 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. Swimming, soaking or sun bathing in the nude is prohibited.

d. PDCCA pool attendant(s), office staff or Board member have the authority to request pool/spa users to immediately leave the pool/spa area if appropriate swim wear is not worn.

7. Please be thoughtful and considerate of your neighbors. General rules of good conduct should be observed at all times. Unsafe or offensive conduct is prohibited. This includes lewd or lascivious conduct or similar inappropriate behavior. Any person(s) exhibiting inappropriate behavior in the pool/spa or in the common area will be asked to stop immediately and may be requested to leave the premises. The pool attendant or staff member will make the final determination regarding whether or not a person's behavior is inappropriate.

8. 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 attendant on duty.

9. 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 pool attendant or staff will make the final

determination regarding whether or not a person's language is inappropriate.

10. There is no smoking 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 in the pool and spa common areas. Smoking marijuana in the pool and spa common areas including the restroom, whether medicinal or otherwise, is also strictly prohibited. Any person smoking in the pool and spa common areas will be asked to stop immediately and may be requested to leave the premises by the attendant(s) or staff member on duty.

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

a. No beverages are permitted poolside, whether in plastic, glass, ceramic, or cardboard containers. Containers on the edge of the pool present a safety hazard and can end up in the skimmer. Only water bottles and appropriate water containers are permitted on perimeter of pools at loungers and chairs. Containers with any beverage other than water are only permitted at Food Court tables (sugary beverages can be slippery poolside and draw insects).

b. No alcoholic beverages or glass containers are allowed in the Food Court or pool and spa areas including the restrooms. Any pool user found to be consuming alcoholic beverages will immediately be requested to leave the pools and spa area, and may have their pool and spa privileges suspended by the Association Board of Directors.

c. Intoxicated individuals are not allowed in the pool and spa area. Reminder - the legal drinking age in California is twenty one (21) years of age.

12. 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 pool attendant or staff member. All members of the pool party group must enter at the same time or be greeted at the gate by the host.

13. 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.

14. 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

15. Only approved pool toys, floating accessories, or noodles are allowed. The on-duty pool attendant or staff member will give final approval.

a. Pool rafts or any pool item larger than 24" in diameter, larger than 24" x 24", or any one dimension of any item in excess of 24" are not permitted in the pools and spa area at any time. "Noodles" that measure a maximum of 8" x 48" are allowed. The pool attendant on duty or staff member will measure and determine if any raft or pool item does or does not meet the criteria listed in this section.

b. Small pool items less than 9" in diameter or length, such as small toys, ropes, rocks, or similar items are not allowed in the pools or spa at any time in order to prevent damage and clogs to the pool filters and other equipment.

c. Personal items left in the common area will be held only for one week and then disposed of as deemed appropriate by management.

16. The PDCCA pool attendant or staff member has been appointed to report violations of these common area rules.

a. The pool attendant's responsibility is to enforce the rules. The pool attendant is not a lifeguard, security officer, guardian or chaperone. Be diligent to protect yourself and your personal property. Your cooperation with the rules is expected and appreciated.

b. Members or guests who violate these pool and spa rules may be requested to leave the pool and spa area and may have their pool and spa privileges suspended by the Board of Directors.

c. The Board of Directors reserves the right to impose fines and/or suspend a member's common area privileges pursuant to the Association's enforcement policy if violations of these rules and regulations occur.

17. Loitering within the Common Area, Pool and Spa area and restrooms is prohibited. Persons who cease to leave the restroom for loitering (including seen smoking or drinking or seen entering with alcohol either by the Association's cameras, or the Association's pool attendant or another witness) after being asked to leave or return immediately thereafter will be considered trespassers and the City of Palm Desert Sheriff's Department may be contacted. The Association will consider suspension of common area privileges and deactivation of the Pool Entry Fob after notice and hearing.

18. 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 City of Palm Desert Sheriff's Department may be contacted.

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

20. No person shall use the Common Area pools and/or spa who has an infectious condition that could be transmitted to other persons through water which has been chlorinated at Riverside County Standards of one part per million.

21. Incontinent persons of any age (infants, or any other age) are not allowed to use the swimming pool or spa at any time unless wearing appropriate waterproof rubber pants. Non-compliance could result in the pool being closed for cleaning or draining because of a potential health hazard, and such cost for cleaning / draining may be levied upon the Owner for non-compliance.

22. **FURNITURE AND EQUIPMENT**

a. As a protection against oils and lotions, please use towels on pool furniture.

b. The Association's pool equipment and furniture are not to be removed from the pool / spa area at any time.

c. The pool furniture must be returned to its original location after use and may not be "reserved" for individual use.

d. The pool and spa controls are not to be adjusted at any time.

e. When leaving the pool area, furniture must be left clear of towels and personal items, including pool floats, etc.

f. Health regulations governing public pools and outlined above must be strictly followed.

g. Life preserver and aluminum hooked pole are for emergency use only.

V. VEHICLES AND PARKING

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 and is enclosed by a side yard gate. (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 and has been enclosed by a gate).

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 Owner's 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" shall not be parked on the street at any time.
7. Vehicles that are advertised "For Sale" or "Trade" must be parked in a carport or driveway.
8. 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.
9. Owners, residents, tenants, family and guests are required to obey all local and state parking and motor vehicle laws.
10. 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 garage, carport or driveway. If stored inside a carport or driveway, such vehicle/equipment/part must be properly covered.
11. Vehicle repair on the street is prohibited. Minor vehicle repairs such as oil changes, etc. are allowed within the garage, carport or driveway.

VI. ARCHITECTURAL AND LANDSCAPE RULES

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.

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.

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. Above ground and temporary “kiddie” pools shall only be set-up in back yards.
4. In ground pools must receive prior written approval from the Architectural Committee (ARC) and must comply with any applicable city ordinance.
5. When not in use, temporary “kiddie” pools must be drained and stored away.
6. Permanent and above ground pools shall be maintained with chemicals and cannot be left empty except when being repaired.
7. 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.
8. 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.

9. 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.

VII. REVISED RESTATED ENFORCEMENT PROCEDURE

See Revised Restated Enforcement Procedure adopted in February 2026 and which may be amended from time to time.