VILLAGE RACQUET CLUB HOMEOWNERS ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

RULES AND REGULATIONS

Effective November 2001

*** Amended October 22, 2008**

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

TABLE OF CONTENTS

Description	Page
RULES AND REGULATIONS	1
INTRODUCTION	1
PURPOSE	1
BOARD OF DIRECTORS.	1
MANAGEMENT.	2
VIOLATIONS	2
GENERAL RULES	3
ANIMAL CONTROL.	3
BUSINESS ("HOME OCCUPATION")	3
CONDUCT.	5
NOISE AND DISTURBANCES.	6
RENTERS; TENANTS.	6
RESIDENTIAL UNIT.	6
RUBBISH; TRASH.	7
SIGNS AND FLAGS.	7
COMMON AREA POOLS AND SPAS	8
COMMON AREA RACQUETBALL RULES	10
COMMON AREA TENNIS RULES	10
VEHICLES AND PARKING	11

VILLAGE RACQUET CLUB HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

INTRODUCTION. Village Racquet Club Association is a condominium residential community of 140 condominium units and many families living closely together on relatively small acreage. Your decision to live in such a development with its many advantages signifies a willingness to forego the relatively complete freedom of action possible in a private dwelling. 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.

In order to ensure a uniform and harmonious community, the Association has adopted these *Rules and Regulations,* pursuant to its Declaration of Covenants, Conditions, Restrictions and Reservation of Easements ("CC&Rs"); Bylaws; Articles of Incorporation; these *Rules and Regulations*; any architectural standards (hereinafter, collectively "Governing Documents") and as permitted by California law. This document is presented to all Members as part of the Association's Governing Documents, so that we can all enjoy living in a pleasant environment with friendly neighbors and to maintain the beauty and value of our common areas.

PURPOSE. These *Rules and Regulations* have been adopted by the Board of Directors with the intent of preserving the peaceful enjoyment of Association amenities for all Members. Your voluntary compliance with all the Governing Documents will promote an overall benefit for all. These *Rules and Regulations* may be amended at any time by the Board of Directors and supersede any previously adopted *Rules and Regulations*..Do not assume you know the rules. Many have been changed over the years, or modified or amended since this booklet was last published. Please read this document carefully, and make sure that copies of it are kept in your Village Racquet Club unit and made available to your guests and tenants.

BOARD OF DIRECTORS. The Board of Directors is responsible for the care and maintenance of all common area facilities of Village Racquet Club, including the Clubhouse, Tennis and Racquetball Courts, Swimming Pools and Spas, and the streets and landscaping. As one of its duties, the Board of Directors adopts and publishes Rules and Regulations governing the use of the common area and facilities, the conduct of members, their guests and tenants, and enforcement policies for infractions of those Rules and Regulations.

The Board consists of five members who are elected annually at the Annual Meeting of Members. The CC&R's state that the Board must meet at least quarterly. Board Meetings are open for homeowners to attend. Notice of Board Meetings are posted at least four days in advance on the clubhouse bulletin board. Within thirty days after each Board Meeting, a copy of the minutes for that meeting is posted on the clubhouse bulletin board. Communication with the Board of Directors should be in writing so that it can be included in the next meeting's agenda and acted upon appropriately.

MANAGEMENT. The Association's management company is The Alderwood Group and its community manager is Joanna Cockrell. Their address is P.O. Box 1987, Big Bear Lake, CA 92315-1987. Their phone number is 909/878-1782. Their website is: alderwoodgroup.com. Any concerns, complaints and requests should be directed to Alderwood. If the manager is not in, just leave a message on the answering machine and she will return your call as soon as possible. Please restrict your after hour calls to those of an emergency nature.

VIOLATIONS. Violations of the rules could result in citations, violation notices and/or other enforcement action being issued and further subsequent action being taken (see *Enforcement Procedure* for details of the enforcement process and Association remedies). The Board of Directors is empowered to levy Compliance Assessments, suspend voting rights and rights to use the recreational facilities or any other 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 Compliance Assessments, as well as for any damage to the common area caused by said Guests.

GENERAL RULES

1. **ANIMAL CONTROL.**

a. Each Owner of a condominium shall be permitted to maintain on the premises two (2) dogs or two (2) cats or one (1) dog and one (1) cat.

b. All dogs must be leashed at all times when outside and accompanied by a responsible person.

c. No dog or pet of any kind shall be tied up in the common areas.

d. Any and all damage to the common areas caused by any animal is the responsibility of the Owner of that animal.

e. Animals are NOT allowed in pools, spas, fountains or on pool decks.

f. Owners are responsible for cleaning up after their pets.

g. Owners shall not allow pets to bark or create a disturbance that is a nuisance and bothersome to other residents, whether the pet is inside or outside the unit.

2. **BUSINESS ("HOME OCCUPATION").** An Owner or his/her/its tenant may operate a business within the Residential Unit (hereinafter "home occupation"), provided that the home occupation is specifically limited to the use of the Residential Unit through the means of telephone, telephone modem 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 Residential Unit, through any modification to the Residential Unit, or through the operation of any business activity. Conduct of the home occupation shall require approval by the Association, which shall be sought via submission of an application form as approved from time to time by the Board of Directors. All home occupations shall comply with the Rules and Regulations adopted by the Board of Directors, but shall include at a minimum the following:

a. All employees shall be members of the resident family and shall reside on the premises;

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) 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. No more than twenty-five percent (25%) of the living space or two hundred fifty (250) square feet, whichever is greater, of the home may be used for storage of materials and supplies related to the home occupation;

h. There shall be no outdoor storage of materials or equipment, nor shall merchandise be visible from outside the home;

i. The home occupation shall be confined within the main building of the Residential Unit;

j. The appearance of the structure shall not be altered nor the occupation within the residence 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;

k. No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances;

l. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises;

m. If the home occupation is to be conducted on rental property, the Owner's written authorization for the proposed use shall be obtained prior to the approval of the home occupation;

n. 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:

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

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

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

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

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

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

o. 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 deems it necessary or suspects a violation of this policy.

3. **CONDUCT.**

a. No improper conduct, obscenities, verbal or physical threats by Owners, tenants, family and/or guests will be tolerated. 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. No loud noises or noxious odors which interfere with a resident's right to quiet enjoyment shall be permitted. The Board shall have the right to determine if any noise, odor, or activity producing such noise or odor constitutes a nuisance. This provision shall also apply to all contractors operating within the Project.

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

d. All Owners, their residents, tenants, family and/or Guests are presumed to conduct themselves as ladies and gentlemen, 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.

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.*, Board Member or duly Board-authorized acting person, shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Association within (72) hours.

f. 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 and/or suspension of the Owner's privileges for use of the common area and recreational facilities.

g. No person shall damage or destroy the Association's common area property. The Owner of each Unit 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 family, tenants, guests or invitees. After due process, the Board may levy a Compliance Assessment against an Owner and/or Unit to reimburse the Association for costs incurred in repairing any damage to the common area for which the Owner was found responsible. Said Compliance Assessment shall be collected consistent with the Association's collection policy.

h. **Children.** Parents are responsible for and must control their children with due regard to the wishes and comfort of other residents. Children under the age of 14 shall not be permitted to run unattended about the common areas without the supervision of an adult.

4. **NOISE AND DISTURBANCES.** Owners shall not make or permit any disturbing noises that will interfere with the rights, comforts or convenience of other residents. No resident shall play any musical instruments or operate sound systems if the same shall disturb or annoy other residents.

5. **RENTERS; TENANTS.**

a. All lease/rental agreements for any residence unit within the Project shall contain a provision binding the Renter(s) to the terms and conditions contained in the Association's Governing Documents, including without limitation these *Rules and Regulations.*

b. Owners shall be required to notify the Board of Directors of an intent to lease the Residential Unit at least seven (7) days in advance, including length of the lease, names of the occupants of the rented/leased unit, relationship to one another, number of occupants, and automobile information. Owners are required to provide each tenant a copy of the Governing Documents. (Copies may be obtained from the Board of Directors for this purpose.)

c. Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property. Failure of any tenant to comply with these Rules may subject the Owner and/or tenant to disciplinary action.

d. No residence may be leased for a period of less than thirty (30) days.

6. **RESIDENTIAL UNIT.**

a. All Owners must keep their Residential Unit (including rear yards, side yards, balconies, and patios) free of trash, weeds 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 or be drained through a hose into the sewer system.

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

c. **Clotheslines.** Outside clotheslines are not permitted. Towels or other items must not be hung on walls, fences or gates.

d. **Lights.** It is each Owner's responsibility to maintain his/her/its own lights (except for those controlled by the Association timers), gates, and hardscape, such as those in patios,

pools, and spas. Association shall be responsible for damage and/or repair to common area lighting only when installed by the Association or Owner-installed after an approved variance. Damage by Association gardeners to illegal low voltage (Malibu) type lights installed by Owners will be solely the responsibility of the Owner.

e. **Window Coverings.** Non-reflective window tinting on interior surface or solar screens shall be permitted to cover windows of the residential structure. Windows may not be covered by aluminum foil, bedding sheets, blankets, paper or cardboard.

7. **RUBBISH; TRASH.**

a. Trash must be deposited in the portable bin trash containers.

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

c. Large bulky items, such as cardboard boxes, are unacceptable for routine collection unless broken down. Loose, unconfined trash of this nature will usually require special preparation by the Owner to be acceptable for deposit in the bin.

d. Outside burning of trash or garbage is prohibited.

8. **SIGNS AND FLAGS.** Subject to the provisions of California Civil Code §§ 712 and 713, no sign, poster, display, billboard, other advertising device, flag, pennant or banner may be displayed on any portion of the properties or on any public street abutting or visible from the properties without the Association's prior written consent except expressly permitted by the Board of Directors and statute. The following shall be permitted:

a. One permanent "FOR SALE" or "FOR LEASE" sign is permitted and may incorporate the words "OPEN HOUSE". The signs must be professionally manufactured and conform with the City of Palm Springs sign ordinance.

b. One temporary "OPEN HOUSE" sign is permitted, but only when persons are on the premises to conduct an Open House. The Open House sign may be posted in the front yard and must be removed by 6:00 p.m. One directional brown and beige "OPEN HOUSE" sign on a property which is for sale shall also be allowed. The one temporary "Open House" sign may be placed at the immediate front of the Unit for sale. The temporary sign shall be 9 inches x 2 feet maximum. Bright letters on a beige background are suggested. Red letters or background colors may not be used.

c. Signs may be attached to the front of the Unit.

d. One "security" sign per Unit may be place in front. Security decals may be affixed to windows and doors or adjacent to doors with approval from management for uniform installation.

e. ALL non-approved signs may be removed from the premises.

COMMON AREA POOLS AND SPAS

1. Pool and spa hours are from 7:00 a.m. to 12:00 midnight daily. Hours of operation are subject to change without notice.

2. Lifeguards are not on duty, and common area pools and spas are unattended. Use of the pools and spa are at the user's own risk.

3. Pool area use is reserved for owners, tenants and invited guests only. Those using the pools or spas do so at their own risk. The desirable temperature for a spa is 104° F. Spa users should be aware of the effect of high temperatures upon certain health conditions.

4. Any activity which creates undue noise, potentially endangers the health and safety of others, or disturbs the peaceful enjoyment of the Owners and their tenants and/or invitees, such as yelling, foul language, running, pushing, fighting, is prohibited. Conduct must respect the privacy of residents living in close proximity to and/or using the pool areas. Radios may be utilized only if the user listens with headsets.

5. Owners are responsible at all times for the conduct and safety of themselves, their children and their guests. Any person, or his/her guests, invitees, family members or tenants, who violates these Pool and Spa Rules and causes the pool to be closed so that it can be drained, back-washed, shocked and refilled because of a potential safety/health hazard will be charged a Compliance Assessment for damage to the common area to recover the costs of same and may face further disciplinary action.

6. Any person having infectious diseases, excessive sunburn, skin lesions, sores, bandages, inflamed eyes, mouth, nose, or ear discharges, or who is a carrier of any communicable disease or any other ailment which could endanger their well-being or that of others, is prohibited from using community pools, spas, wading pools, or like amenity and will be denied admission.

7. Infants, children, and incontinent persons of any age are not allowed to use the swimming pools at any time.

8. Depositing of any foreign matter in a pool or spa is strictly prohibited.

9. Trash and litter are to be disposed of in the containers provided.

10. Glass containers and any breakable dinnerware of any kind in the pool areas are strictly prohibited.

11. Gates must be kept closed at all times. They may never be propped open.

12. Diving or jumping into pool or spa is prohibited.

13. Only normal swimming attire is permitted. Cut-offs, underwear, or street clothing are not permitted

14. Flotation devices and swimming aids are allowed in the pools (not the spas), but they must not interfere with other swimmers.

15. Children under the age of twelve (12) are prohibited from the use of pool facility or spa unless accompanied by an adult.

16. No personal items are to be left in pool areas overnight.

17. **FURNITURE AND EQUIPMENT**

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

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

c. The pool furniture must be returned to its original location after use.

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

e. The spa timer should be turned off when use of the spa has been completed.

f. When leaving the pool area, furniture must be left clear of towels and personal items.

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

18. **PETS.** Pets are not allowed in the pool/spa areas at any time.

19. **SPECIAL EVENT PROCEDURES.**

a. A pool area will be made available to Owners who wish to reserve a pool site for a special event, *i.e.*, pool party, reception, etc.

b. Reservations must be made through the Association's Board of Directors. A small security deposit may be required along with proof of liability insurance coverage.

c. Upon completion of the special event, the Owner is responsible for cleaning up the pool area. Failure to restore the pool area to the condition in which it was before the special event shall be cause for forfeiture of the security deposit.

COMMON AREA RACQUETBALL RULES

1. White-soled court shoes must be worn at all times.

2. Proper playing attire should be worn.

3. Only three minutes for warm-up permitted when other players are waiting.

4. All players must comply with sign-up rules posted in the clubhouse.

5. Waiting players are encouraged to be prepared to step onto the court before a set is completed.

6. Guests must be accompanied by a Village Racquet Club resident.

7. Racquetball courts must be kept clean at all times.

8. No food or drink permitted on racquetball courts.

9. No animals permitted in racquetball facilities.

10. "Cut throat" play shall have precedence over singles when players are waiting, except by mutual agreement.

11. No toys, roller-skates, roller-blades, skateboards, bicycles, tricycles or other items permitted on the courts at any time.

COMMON AREA TENNIS RULES

1. Regulation tennis shoes must be worn at all times while on the courts.

2. Proper tennis attire should be worn.

3. Only three minutes permitted for warm up when other players are waiting.

4. All players must comply with sign-up rules posted in clubhouse near rear courts.

5. Doubles shall have precedence over singles when other players are waiting, except by mutual agreement.

6. Waiting players are encouraged to make up their foursomes before a set is completed to be ready to step onto the court.

7. When players are waiting, a deuce set ends at the conclusion of the 13th game.

8. When players are waiting, the limit is one half hour or completion of the set, whichever is longer.

9. Guests must be accompanied by a Village Racquet Club resident. A maximum of three guests per one resident permitted at the tennis courts at a time except at special functions.

10. No toys, roller-skates, roller-blades, skateboards, bicycles, tricycles or other items permitted on the courts at any time.

11. No radio/stereo equipment on the courts at any time.

12. No animals permitted on the courts at any time.

13. Tennis courts are to be kept clean at all times.

14. Children under age 14 must be accompanied by a responsible adult.

15. Hours of play are 7:00 a.m. to 11:00 p.m. Hours are subject to change without notice.

VEHICLES AND PARKING

GENERAL

1. Only "conventional passenger vehicles", defined to as station wagons, family sedans, compacts, SUVs, subcompacts, and similar passenger vehicles, as well as pick-up trucks of 1.5 ton or less, and passenger vans, are permitted within the project.

2. All drivers must adhere to a 10 *mph* speed limit within the Project and observe all STOP signs.

3. Except for emergencies, no vehicle of any type shall be maintained or repaired on common areas.

4. Motorized vehicles may only be operated on the streets or in the Project by any person having a valid vehicle operator's license. This includes golf carts, mopeds, etc. California law does not allow children to operate a golf cart.

5. All operators of motor vehicles are required to obey all traffic rules within the Project.

6. Garage doors must be kept closed except when entering/exiting the garage.

7. Garages shall be used for storage and parking purposes only, and shall not be converted for living or recreational purposes.

8. Owners **must** use garages first for parking before using the limited parking areas within the Common Area.

VEHICLES

9. Owners and guests are subject to Vehicle Code provisions and City of Palm Springs ordinances.

10. All vehicles parked in the project must be currently licensed, registered, and operational.

11. Owners are responsible for any parking violations of tenants and guests.

12. Vehicles shall not be overhauled, which includes major engine repairs, at any time within the Project.

13. No trailer, camper, motor home, or recreational vehicle shall be used as a residence in the Project, either temporarily or permanently.

14. Four-wheel drive passenger vehicles and non-commercial trucks used for personal transportation are permitted in the project if they can be parked in Owner's garage.

15. **Oversized and commercial vehicles** (motorhomes, campers, large trucks, etc.) are not allowed to be parked in common areas, except for trucks or similar vehicles when used by independent contractors working on behalf of an Owner or the Association, and only during business hours, except in the event of an emergency. A commercial vehicle is defined as any vehicle used primarily for commercial use, or has been converted, by adding racks, fittings, or some other such device, or is obviously designed for commercial use or purposes by virtue of carrying trade equipment, tools, supplies, advertising, etc. Oversized vehicles are allowed entrance for loading and unloading purposes but must depart the Project by 6:00 p.m.

16. **Recreational vehicles** shall be defined to include: all recreational vehicles, van conversions, motor homes, travel trailers, tent trailers, trailers, camper shells, detached campers, boats, boat trailers, or other similar equipment or vehicles, with the exception of pickup trucks with camper shells and/or passenger vans not exceeding seven feet (7') in height (measured from ground level) and eighteen feet (18') in length, which are used on a regular or recurring basis for basic transportation.

a. Recreational vehicles are permitted **only** if they fit within an Owner's garage. Recreational vehicles are permitted within the driveway for the sole purpose of loading and/or unloading for no more than four hours in any 24-hour period.

b. No recreational vehicle (as that term is defined above) shall be parked in any common area unless pre-approved in writing by the Board of Directors.

c. Recreational vehicles are prohibited from using any electrical or water services within the any common area. Water obtained from hosebibs or irrigation systems may be unsafe for human consumption.

d. Camping in any recreational vehicle while parked within the Project is prohibited.

PARKING

17. Owners must park their vehicles in their garages. Guests may park in the Guest parking areas.

18. No curb-side parking is permitted. There is no on-street parking permitted except for OBVIOUS loading and unloading, which is limited to 15 minutes. Parking is never permitted in any red curbed areas.

19. Parking on sidewalks, in front of driveways or between driveways/units is prohibited.

20. Parking on grass areas is prohibited.

21. Double parking, parking in the wrong direction or parking in such a manner so as to block access to other residents' garage is prohibited.

22. Disabled vehicles must be removed within 48 hours, or they will be towed away at the Owner's expense. Unregistered, unlicensed and/or inoperable vehicles must be kept in Owner's garage and shall not be parked anywhere on the Common Areas and/or any other location within the community.

TOWING

23. Any vehicle parked in violation of the Association's Governing Documents, including these rules and regulations, is subject to removal at owner's expense. Any vehicles determined to be blocking a driveway or abandoned on common area streets and/or parking lots will be towed away at owner's expense.

24. There shall be no parking at any time along red zones (*i.e.*, curbs painted red). Any vehicle parked in a red zone shall be towed at owner's expense without notice.