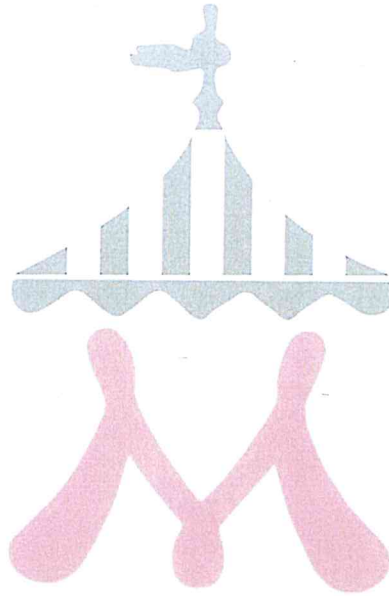




MARRAKESH COMMUNITY ASSOCIATION

47000 Marrakesh Drive
Palm Desert, CA 92260
760-568-2688

RULES AND REGULATIONS

As Adopted By The Board March 31, 2025

TABLE OF CONTENTS

1.	DEFINITIONS	- 1 -
2.	INTRODUCTION.....	- 2 -
3.	GENERAL.....	- 2 -
4.	CODE OF CONDUCT	- 2 -
5.	EXTERIOR LOT APPEARANCE	- 3 -
	A. SIGNS, BANNERS & FLAGS.....	- 3 -
	B. PAINT.....	- 4 -
6.	RENTER / TENANT RULES	- 5 -
7.	SALES.....	- 5 -
8.	SECURITY	- 6 -
	A. ACCESS TO MCA	- 6 -
	B. GATE PASSES	- 6 -
	C. TRANSPONDERS	- 6 -
9.	USE RESTRICTIONS	- 7 -
	A. ANTENNAS AND SATELLITE DISHES.....	- 7 -
	B. BARBEQUES & FIRE PITS.....	- 7 -
	C. CONDUCTING BUSINESS	- 7 -
	D. CONTROLLED SUBSTANCES.....	- 7 -
	E. DRONES.....	- 7 -
	F. ELECTRIC VEHICLE CHARGING STATIONS.....	- 7 -
	G. FLAMMABLE MATERIALS	- 8 -
	H. INSURANCE.....	- 8 -
	I. HIRING OF ASSOCIATION PERSONNEL	- 8 -
	J. LAUNDRY	- 8 -
	K. NUDITY	- 8 -
	L. NUISANCE.....	- 8 -
	M. OCCUPANCY RESTRICTION	- 9 -
	N. PETS.....	- 9 -
	O. POOL AREAS (Open Daily 6am to 10pm).....	- 9 -

10. VEHICLE OPERATIONS & PARKING.....	- 11 -
A. VEHICLE OPERATION	- 11 -
B. PARKING	- 11 -
11. WORK ORDERS SERVICE ORDERS	- 13 -
A. LIGHTS / SPRINKLERS	- 13 -
12. AMENDMENTS.....	- 13 -

1. DEFINITIONS

To see a full description of definitions, please refer to the CC&Rs.

- A. "ALC" means the Architectural Landscape Committee
- B. "Association" or "MCA" means Marrakesh Community Association
- C. "Board" means the MCA Board of Directors
- D. "Bylaws" means the duly adopted Bylaws of the Association (MCA)
- E. "CC&Rs" means the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Marrakesh Community Association, and any amendments.
- F. "Club" or "MCC" means Marrakesh Country Club, a non-profit mutual benefit corporation that owns the Marrakesh Country Club property. Per the governing documents for MCC, membership in Marrakesh Country Club includes Resident Social, Resident Golf, Full Membership, Non-Resident Golf and Non-Resident Social memberships
- G. "Committee" means any committee appointed by the Board to assist in the management and administration of the affairs of the Association
- H. "Common Area" means the entire Development except the Lots owned by the Owners and the Marrakesh Country Club Property
- I. "Governing Documents" means the Articles of Incorporation, the CC&Rs, the Bylaws, Rules and Regulations, and any other policy or procedure of MCA.
- J. "Management" or "Manager" means any person or company employed or retained by MCA to oversee the operation, maintenance and management of the Association. Management also oversees the operation, maintenance and management of the Club.
- K. "Member" or "Membership" means the Owner of the Lot within the Development as evidenced by a publicly recorded instrument to an ownership interest in the Lot. Any owner of a Lot on or after October 1, 2016 is obligated to become a Full Member of Marrakesh Country Club subject to the provisions outlined in the MCC Bylaws
- L. "Owner" means the owner of the publicly recorded interest to any Lot within the Development, but excluding any person or impersonal entity having such an interest in the Lot merely as security for the performance of an obligation
- M. "Renter" "Lessee", or "Tenant" means a person who is renting or leasing a Lot and occupies the Lot. Tenants have rights to use the Common Area but have no right to vote. Tenants do not have the right to attend MCA meetings.
- N. "Residence" means the residential structure on the Owner's Lot
- O. "Resident" means any person in actual possession of all or any portion of a Lot

- P. "Rules" means these rules and regulations adopted by the Board to interpret and implement the Governing Documents and for the orderly conduct of the business of the Association.

2. INTRODUCTION

This document sets forth the terms and privileges of the Association and the policies and procedures under which the Association operates. It is the duty of all Residents to know its Governing Documents and to cooperate with Management and staff in the enforcement of the Governing Documents. Failure to adhere to the Governing Documents may result in disciplinary action by the Board.

3. GENERAL

The purpose of these amended and revised Rules is to conduct the affairs of Marrakesh Community Association, preserving the value of the homes and property improvements, reflect current practices we have observed, respond to concerns expressed to us by the Members, and to create an environment that reflects our Marrakesh culture. The effect of the Rules is to provide a safe and enjoyable environment for our Members.

- A. Marrakesh is a planned development (PD) whereby each dwelling, consisting of a single-family residential structure (i.e., the Residence), is owned by a respective Owner. The Owner is entitled to possession of said Residence and a fractional interest in the Common Area. As more specifically set forth in the CC&Rs, each Owner holds a fractional interest in certain common areas, as delineated. All Owners have nonexclusive easements to use the entire Common Area and facilities.
- B. Marrakesh Community Association manages the Development in accordance with the CC&Rs Governing Documents that may be amended from time to time.
- C. In accordance with the CC&Rs, each Member is responsible for the roof maintenance and repair and upkeep of the exterior structure of their Residence. Please refer to the Maintenance Responsibility Chart, Exhibit "F", of the CC&Rs.
- D. Marrakesh Country Club (a Non-Profit Corporation) is a private club owned by a private corporation. All Marrakesh Community Association Members, upon acquisition of title to a Lot on or after October 1, 2016 must apply to become Full Members of Marrakesh Country Club. For a complete description of membership levels, please see article 3.2 of the CC&Rs. The Club facility is private property that includes the golf course, practice facilities, croquet and Bocce ball courts, tennis courts, fitness center and Clubhouse.
- E. Applicability of Rules - These Rules apply to all Members, Residents, and Tenants, and their guests, tenants, employees, contractors, and invitees.

4. CODE OF CONDUCT

- A. All Marrakesh Members, Residents, and Tenants, and their guests, employees, contractors, and invitees shall conduct themselves in a respectful and courteous manner with due consideration for each other, as well as for Association Board members, and Management, vendors and their respective employees. Management includes all association employees.

- B. The use of obscene gestures, obscenities, verbal/physical threats or attacks directed at any Board members, Owner, Resident, Tenant, guest, visitor, invitee or to Management will not be tolerated. Action by any person within the Development which may be dangerous or create a health or safety concern, a hostile environment, turmoil, disruption or disturbance among Owners, Residents, or others is not permitted.
- C. Management is to be treated in a courteous and considerate manner at all times. In the interest of orderly management procedure and discipline, Management shall not be reprimanded or harassed in any way by a Member, Resident, Tenant, guest or other invitee.
- D. Members are responsible for any damage to any Common Area, recreational facilities and/or non-compliance with the Governing Documents caused by or resulting from the Member's own actions or the actions of their Residents, Tenants, or their guests, employees, contractors, and invitees.
- E. All complaints against any Association Board Member, Management, or any Member must be made in writing to the Board of Directors and signed by the complainant. Electronic communication is permitted, but no verbal or unsigned complaints will be considered. Complaints against Management must be directed to the General Manager via written/electronic communication, or to the Board.

The Association considers non-compliance of this Code of Conduct by Members, Residents, Tenants, and their guests, employees, contractors, and invitees serious and will subject the responsible Member to disciplinary action in accordance with the Association's enforcement policy (see Article 11 of the CC&Rs).

5. EXTERIOR LOT APPEARANCE

- 1) For complete information on maintenance and replacement obligations, see Article 6 in the CC&Rs.
- 2) Owners must keep the portion of their Lot and all improvements thereon maintained in a clean and sanitary condition. Such maintenance is necessary to prevent rubbish or debris from accumulating and infestation of insects or animals. Aluminum foil, cardboard or similar temporary coverings are not permitted on windows at any time.
- 3) Installation of bamboo shades and screens are no longer permitted. Those currently in place must be in good repair. Once in need of replacement, they must be removed and replaced only with an alternative shade/screen approved by the ALC.
- 4) Trash cans must be hidden behind shrubbery or block walls.

A. SIGNS, BANNERS & FLAGS

- 1) Noncommercial Signs, Banners & Flags – Per California Civil Code §4710, noncommercial signs (including political/election content), posters, flags or banners may be posted or displayed from the yard, window, door, balcony, or outside wall of the Member's Lot. Signs shall be attached to a metal post if placed in the planting area near the private courtyard gate, close to the Residence and not in the turf area. Noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size are prohibited.

Noncommercial signs, flags, or banners may be made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces.

The display of any signs, posters, flags, banners, or notices within all Common Areas are strictly prohibited.

- 2) **In-Ground Flagpoles on Lots:** In ground flagpoles must receive approval of the ALC before installing and must be located wholly within the Lot. No more than two (2) non-commercial flags per in ground pole may be displayed in accordance with the specifications of this Section. Only one in-ground flagpole per Lot is allowed.
- 3) **Commercial Signs:** Owners may display one for sale or for rent/lease sign and one sign for a security company in designated areas of reasonable dimensions and design as outlined in this section, as allowed by law and subject to restrictions per the ALC, the Board or Management. All signs must be professionally manufactured in upper-case (no hand-lettered signs are permitted). Except as allowed in the CC&Rs, commercial signs may not be displayed.
- 4) **Real Estate Sign Specifications -** Signs must be 12" x 18" metal, with baked enamel colors. A standard off-white background and BROWN lettering is required. Lettering must be Helvetica-medium font, with the specific font size as noted below. Only four (4) lines of information are allowed as follows:

FOR SALE (OR LEASE) – 1.7" Helvetica font
COMPANY NAME – 1.25" Helvetica font
AGENT NAME – .85" Helvetica font
TELEPHONE NUMBER – 1.25" Helvetica font
(Only one telephone number allowed)

If an Owner is advertising the Residence privately, the same sign, conforming to the same specification as above, is allowed but shall read:

FOR SALE (OR LEASE)
OFFERED BY OWNER
OWNER'S NAME
TELEPHONE NUMBER
(Only one telephone number allowed)

Real estate signs may be ordered by contacting Sign-A-Rama in Palm Desert at 760.776.9907

B. PAINT

- 1) All Marrakesh Residences are painted by an MCA-appointed contractor on a regularly scheduled basis. Currently, the Association paints the exterior trim and fascia approximately every four and a half years (4 ½) years and the entire exterior (including trim and fascia) is repainted approximately every nine (9) years. The Board has the discretion to divert from

this schedule as it deems appropriate, but no more frequently than every two (2) years. Exterior paint is factory mixed to MCA specifications. Therefore, to maintain color and quality consistency, all Members must purchase any additional touch-up paint from the Management office. The paint will be specially ordered and sold to the Member at MCA's cost.

- 2) Owners may contract individually with the Association or its painting contractor for areas not painted by the Association or unscheduled painting; however, Owners may not be exempted from the Association's regularly scheduled painting. The routine exterior painting costs are included in the assessments imposed on all Owners.
- 3) For complete details on exterior painting, please refer to Article 6.4.i of the CC&Rs.

6. RENTER / TENANT RULES

The information contained in these Rules are a summary of requirements for renting/leasing within the Association. For complete details on renting/leasing requirements and rental cap, see Article 8 "Leasing and Ownership Limitations" in the CC&Rs.

- A. The Association reserves the right to charge reasonable amounts to Tenants for additional ingress and egress equipment or usage fees for Common Area amenities, such as gate transponders, pool keys, additional calendars, rosters, etc.
- B. Short-term and transient rentals/leasing which are less than 30 days (28 days in February) are prohibited. A Member who rents their Lot is required to comply with the requirements in the CC&Rs.
- C. Within 15 days of entering into the lease or rental agreement, the Owner must provide in writing to the Management Office, a copy of said lease or rental agreements for a minimum of thirty (30) days, or 28 days if renting during the month of February. In addition to the agreement, a lease addendum will be supplied by the Association for record keeping and accounting purposes. The maximum rental term must not exceed two years.
- D. Each Owner is responsible for ensuring their Tenants abide by the Governing Documents while residing in the Owner's Lot.
- E. Tenants are required to carry renter's insurance as outlined in Article 8 of the CC&Rs and Lease Addendum. Since Tenants will be using the Association's facilities it is important that they carry personal liability coverage during their residency in the Association.

7. SALES

- A. Any person who purchases a Lot automatically becomes a Member of the Association. Upon acquisition of title to a Lot on or after October 1, 2016, Owners must apply to become Full Members of Marrakesh Country Club, paid through escrow. If membership is not approved, the Affiliation Fee will be refunded.

- B. Realtors shall be admitted entry into the Development after showing their Board of Realtor's photo identification card and leaving a business card with the gate officer containing the name and address of the Lot being previewed.
- C. When a Lot is listed for sale, the Member must notify Management of the name of the real estate agent with the listing. Board of Realtors and office caravans are allowed entrance only upon advance registration. The listing agent must contact the Management Office to arrange the date and time of the intended preview. Once approved, the front gate will be notified of the date and time. "Open Houses" are not permitted and showings must be by appointment only.

8. SECURITY

FOR EMERGENCIES DIAL 911

- One Time Visitor: Call the gate, give entry date first, then your name and code, and then visitor's name.
- Repetitive visitor or Resident when Member is absent (guest/Renter): Call the front gate to obtain a visitor gate pass for the visitor.
- Repetitive Employee/ Service: Contact the office to obtain an employee gate pass for the employee/service. Recover pass if employment/service discontinues.
- To obtain homeowner keys or for general access information, please contact the Management Office at 760.568.2688, extension 100.

A. ACCESS TO MCA

- 1) Residents must inform the front gate in advance of a guest's arrival. To authorize entrance, the resident must give the name(s) of the visitor(s) to the gate officer on duty.
- 2) For authorization of ten (10) or more guests, an alphabetical list must be submitted to the guard on duty at least 24 hours in advance.

B. GATE PASSES

- 1) Gate passes will be issued by the front gate at the request of the Member, registered Renter or registered guest.
- 2) Entrance for Member's long-term service personnel or contractor (i.e., entering property more than 5 times per month) must be arranged through the Management Office. Upon the termination of service personnel or contractor, the Member must notify Management.

C. TRANSPONDERS

Transponders are available for purchase at the Management Office to all Members and their registered Renters, which provides ease of access into the Development. Service providers, trades personnel, and contractors who enter the community more than five (5) times during any month are required to purchase a transponder.

9. USE RESTRICTIONS

A. ANTENNAS AND SATELLITE DISHES

No antennas or dish installation for transmitting or receiving radio signals or any other form of electromagnetic frequency may be installed without approval from the ALC.

B. BARBEQUES & FIRE PITS

Existing approved barbeques operated by propane or natural gas, charcoal, pellet, or electricity are permitted. Existing fire pits may only use propane or natural gas (no wood-burning permitted). Existing wood-burning fire pits must be removed upon transfer to a new owner. New or replacement barbeques and fire pits must meet any of the above-noted criteria for their specific operation and be approved by the ALC prior to installation.

C. CONDUCTING BUSINESS

Lots must only be used for private residential dwelling purposes. Home offices are allowed so long as they comply with the CC&Rs, Section 7.14.

D. CONTROLLED SUBSTANCES

- 1) Growing or distributing marijuana or medical marijuana, whether or not for personal use, as well as manufacturing, producing or distributing any illicit or controlled substances as defined by State and/or Federal laws is strictly prohibited within the Development.
- 2) No Owner, resident, tenant, guest, or visitor shall smoke marijuana, pipes, hookahs, cigarettes, cigars, any other type of tobacco product or any type of electronic smoking/vaping devices anywhere within 20 feet from the entrance to the Management Office, maintenance yard, pools, spas, and cabanas.

E. DRONES

No person is permitted to operate, cause, allow or authorize the operation of drones in the airspace above any portion of the Development in such a way as to invade the privacy of Association Owners, residents, Tenants and/or guests. For complete details on drone operation, please see Section 7.3 in the CC&Rs.

F. ELECTRIC VEHICLE CHARGING STATIONS

Owners may, upon proper permitting and written approval of the ALC, install at their own expense an electric vehicle charging station inside the garage, which must not be visible from the Common Area. The Association may impose reasonable requirements on the location and installation of the equipment (see Article 10.6 of the CC&Rs).

G. FLAMMABLE MATERIALS

The storage and/or use of explosives or fireworks by Owners, Residents, Tenants and/or their guests anywhere within the Development is strictly prohibited. For full details on flammable materials, please see Article 7.4 of the CC&Rs.

H. INSURANCE

- 1) **Owners:** Owners shall purchase insurance including; 1) real property and personal property coverage that insures their Lot, Improvements and contents against damage or loss which are not covered by the Association's property damage policy, 2) premises liability that includes protection for bodily injury and property damage for occurrences on their Lot, and use of the Common Area, 3) personal liability coverage, 4) loss of use that protects an Owner for additional living expenses should their Lot become uninhabitable due to a covered loss, 5) loss assessment coverage that protects against Special Assessments due to a loss which exceeds the Association's master policy limits or deductible and 6) such other coverage as the Owner deems appropriate. For more detail on insurance including Bare Walls coverage, see CC&Rs Article 15.

The Owner must also carry appropriate automobile and golf cart insurance for any vehicle or golf cart driven across or stored in the Development. The Association has no obligation to police this provision and is specifically relieved of any responsibility or liability from doing so or failing to do so.

- 2) **Renters:** See Section 6, "Renter/Tenant Rules" for information regarding required insurance for renters of owners. For complete details, please refer to Article 15 of the CC&Rs.

I. HIRING OF ASSOCIATION PERSONNEL

Owners may hire off-duty, non-salaried Marrakesh Community Association or Marrakesh Country Club employees to perform work at Owner's expense. Owners shall be responsible for any acts of errors or omissions of such hired, off-duty Association and/or Club employees/personnel.

J. LAUNDRY

Since there are no backyards, the use of clotheslines or drying racks are not permitted within sight of any Common Area or any Lot.

K. NUDITY

Public display of nudity anywhere within the Development is strictly prohibited.

L. NUISANCE

- 1) Owners, Residents, Tenants, and their guests or invitees, and their pets are prohibited from causing or permitting any noise, act or condition which constitutes a nuisance.

2) No one may engage in any abusive or harassing behavior or any form of intimidation or aggression, whether verbal or physical, against other Owners, Residents, Tenants, guests or other invitees. See Code of Conduct in Article IV of these Rules.

3) Noises associated with landscape maintenance such as blowers and edgers are only permitted during the hours established by the City of Palm Desert:

October 1 to April 30: Monday through Friday: 7:00 a.m. – 5:00 p.m.

May 1 to September 30: Monday through Friday: 5:30 a.m. – 5:00 p.m.

- Maintenance on golf course grounds and tennis courts contiguous to golf courses shall be from 5:30 a.m. to 7:00 p.m., seven days a week, including government holidays.
- Noises associated with landscape maintenance equipment is not permitted on weekends or holidays.
- For complete information on nuisance, please refer to Sections 7.8 and 7.13 of the CC&Rs.

M. OCCUPANCY RESTRICTION

No more than two (2) persons per bedroom plus one additional may reside in a Residence. For complete information on occupancy restriction, please refer to Article 7.9 of the CC&Rs.

N. PETS

- 1) For full details on pet limitations, assistance animals, control and other requirements, please refer to Article 9 of the CC&Rs.
- 2) Pet/animal feces outside the Residence must immediately be removed in a sealed plastic bag and disposed of it in the Resident's trash can.
- 3) Pets are not to be exercised in the planter beds, or within the enclosed pool areas.

O. POOL AREAS (Open Daily 6am to 10pm)

- 1) Pool facilities are for the exclusive use of Association Members, registered Renters and their guests.
- 2) Lifeguards are not on duty. Activities in the pool area are at your own risk. The pools and pool houses are restricted to the use of Members, Residents, Tenants, and their authorized guests.
- 3) Make certain that gates are kept closed at all times.
- 4) Incontinent persons shall not use the pool or spa.
- 5) California Code of Regulations Section 65539(c) will be enforced, which states that "Children under the age of 14 should not use the pool without an adult in attendance."

- 6) California Code of Regulations Section 3119B5 will be enforced, which states that for the use of the spas, "Unsupervised use by children under the age of 14 is prohibited."
- 7) Toys, floats and inflated rubber tubes are not permitted in the spas. They are not to be used in the regular pool if they in any way interfere with the use and enjoyment of residents and/or guests.
- 8) Loud or boisterous noise is not permitted at any time. Radios, cell phones and other electronics must be kept at a low volume. Earphones/earbuds are encouraged.
- 9) Pets are not permitted anywhere inside the pool areas.
- 10) Skateboards, roller skates, roller blades, and bicycles are not permitted in the pool area.
- 11) "Area" pool parties may be scheduled by registering at the Management Office and posting a notice of the party at least fourteen (14) days in advance. All Members of the particular "Area" must be invited. A list of Members in a particular "Area" may be obtained from the Management Office.
- 12) "Private" pool parties require approval from the General Manager at least fourteen (14) days in advance. Notice of intention must be emailed to all residents of the area and posted on all pool entries by requester within 24 hours of approval.
- 13) Only unbreakable plastic cans or paper products are allowed in the pool/spa area.
- 14) Pool furniture is not to be removed from pool deck, placed on adjacent lawn or placed in the pool or spa.
- 15) Changing into or out of bathing attire at the pool/spa area is prohibited, except within restrooms.
- 16) Users must remove their litter, including suntan oil, lotion bottles, newspapers or magazines.
- 17) Instructions are located under the switch for spa operation (therapy pool). If the spa is manual, it must be turned off after each use.
- 18) The pools are easily contaminated by suntan oils and lotions. Use the shower prior to entering pool. In addition, protect pool chairs and lounges by using towels.
- 19) Overt intimate behavior is not allowed in Common Areas including, but not limited to, the pool/spa areas.
- 20) Running on decks and diving into the pool/spa is not permitted.
- 21) Only authorized personnel are permitted in the pool equipment and storage rooms.
- 22) People with long hair must tie it back or wear bathing or swim caps for pump and filter protection.

10. VEHICLE OPERATIONS & PARKING

A. VEHICLE OPERATION

While Marrakesh Community Association is a private community, certain California vehicle laws apply. Motorized vehicles including golf carts, motorcycles, scooters and mopeds may only be operated by a person having a valid vehicle operator's license.

B. PARKING

1) GARAGES AND DRIVEWAYS

- a. Garage doors should remain closed except during garage cleaning, maintenance, or operation.
- b. Residents must always store their vehicles and golf carts in their garages.
- c. Residents must explain to Management their need to conditionally park one (1) non-recreational vehicle in a normally open and available guest/pool parking space. The need must not be due to a lack of garage space. Parking a non-recreational vehicle in a guest/pool parking space must not be to the exclusion of a guest's or swimmer's priority use/access to such parking spaces, and provided that such vehicle's appearance is and remains acceptable to management.
- d. Residents may park on the same side of an acceptable* street until 11pm.
- e. Except as provided in subsection 1(b) above, Resident vehicles are not permitted to be parked on private streets, provided, however, that parking in a few wide sections of Marrakesh Drive (i.e., section just north of Management Office) and Amir may be used during events/parties (subject to Management's discretion/approval).
- f. If a Resident's vehicle is of a size to preclude it being parked in a garage (i.e., a large pickup truck) Resident will be allowed to use the guest/pool parking area but must obtain a vehicle sticker permit from Management and attach it to the vehicle.
- g. So long as the garage is being used for parking of two vehicles, if there are more than two licensed drivers living within a Residence, those additional vehicles will be allowed to park in the guest/pool areas but must obtain a sticker from Management and attach it to the vehicle where it is visible.
- h. If a guest is staying overnight in a Residence and there is not any available parking in the adjacent guest/pool parking area, they may park overnight in the Resident's driveway. Such guest shall place a note on the dashboard alerting security of this need.

- i. Any handicapped guest of a Resident may park in the Residence's driveway overnight but must display their handicap sticker/card at all times.
- j. Contractors and service providers may park in the Resident's driveway or on the same side of an acceptable* street from 7:00am to 5:00pm, but they are asked to use the provided guest parking spaces when available, unless the nearest guest parking area is located farther than twenty-five (25) yards from the Resident's driveway for whom they are servicing. Vehicles parked in the driveway must never pose a physical obstruction/danger to street traffic. A maximum of three (3) contractor vehicles are permitted per job site and such commercially marked vehicles shall not block mailboxes, golf cart paths, swimming pools, driveways, guest parking, fire lanes and hydrants, or access to neighboring dwellings.
- k. Vehicles displaying company names or logos and operated by any person staying within a Residence, must be parked in a garage, or make arrangements in advance with the Management Office.

2) GUEST PARKING

- a. Residents must not park in guest parking, except as set forth in Section B(1) above.
- b. Citations will be issued for unauthorized vehicle parking in guest parking areas for vehicles without permits. Citations will not be issued during the following times: Thanksgiving week, December 15 through January 2nd, the week prior to and following Easter, any holiday weekend including Mondays, and any multi-use golf events.
- c. If it is necessary to park a recreational vehicle overnight, contact the Management office during business hours for specific approval or necessary alternative arrangements (golf carts excluded).
- d. These parking rules shall be strictly enforced by Management and security personnel. Such enforcement shall include issuance of a warning violation and if further incidences occur, the issuance of citations, including warnings and fines (as identified in Article 10 of the CC&R's, and within the "Enforcement Policy and Fine Schedule") and towing of any unauthorized parking, or for any vehicle parked in conflict with the parking rules, as herein identified and defined.

3) TRAFFIC, SIGNS AND SPEED LIMITS

- a. Traffic signs have been placed throughout the property and are there for the safety of all. Members, Residents, Tenants, and their guests, employees, contractors, and invitees are expected to obey these signs at all times.

- b. Motorcycles may not be operated within the Development. The only exception to this rule allows the motorcyclist to travel directly from the front gate to their Residence at which time the vehicle must be immediately garaged. Engine sound must be kept to a minimum and not constitute a nuisance.
- c. The maximum speed limit on all Marrakesh streets is 25 mph. Exceeding this limit endangers those who may be walking, jogging, or driving their golf carts.
- d. Only licensed drivers, sixteen (16) years of age or older, may operate a golf cart or motor vehicle within the Development.

11. WORK ORDERS | SERVICE ORDERS

Arrangements for repairs or services to be provided by MCA employees must be made in writing to workorder@marrakeshcountryclub.com. Employees on duty are not permitted to leave the premises on errands or for any other repair or service for Members unless arranged through the Management Office.

A. LIGHTS / SPRINKLERS

- 1) All lights in the Common Area (streetlights and yard lights), are turned on at approximately dusk and turned off at dawn. Reports of any lights that are not working are to be made via a work order to the Management Office. In addition, red marker flags are stocked at each pool pavilion to allow homeowners to identify non-functioning lights.
- 2) Report any broken sprinklers via a work order. Blue marker flags are stocked at each pool pavilion to allow residents to identify broken sprinklers.
- 3) Emergency work orders may be reported by phone to the Management Office at 760.568.2688, extension 100 during normal business hours, Monday thru Friday from 8am to 5pm). Security may be notified for after-hours irrigation emergencies.

12. AMENDMENTS

- The Board shall provide written notice of a proposed Rule change to the Members at least 28 days in advance of the change. The notice shall include the text of the proposed Rule change and a description of the purpose and effect of the proposed Rule change. Notice is not required for certain Rule changes, as set forth in California law.
- A decision on a proposed Rule change shall be made at a meeting of the Board, after consideration of any comments made by Association Members.
- As soon as possible after making a Rule change, but not more than 15 days after making the Rule change, the Board shall deliver notice of the Rule change to every member of the Association. If the Rule change was an emergency Rule change made under section below, the notice shall include the text of the Rule change, a description of the purpose and effect of the Rule change, and the date that the Rule change expires.

- If the Board determines that an immediate Rule change is required to address an imminent threat to public health or safety, or an imminent risk of substantial economic loss to the Association, it may make an emergency Rule change; and no prior notice to the Members is required. An emergency Rule change is effective for 120 days unless the Rule change provides for a shorter effective period. A Rule change made on an emergency basis may not be readopted under another emergency basis, but may be adopted with the 28-day notification period, if required by law.

These Rules & Regulations of the Marrakesh Community Association were approved by the MCA Board of Directors as amended.



Board President
Marrakesh Community Association