OUTDOOR RESORT PALM SPRINGS

RULES & REGULATIONS

(Restatement Adopted 12-04-17; Amended 01.15.18; 12.20.18; 01.14.19; 03.18.19;06.13.19; 12.16.19; 03.09.20; 04.06.20; 6.29.20; 11.16.20; 5.17.21; 9.20.21; 5.16.22; 7.18.22; 9.19.22; 12-19-22; 4.17.23; 4.15.24; 6.17.24; 8.19.24; 9.16.24; 11.18.24; 12.16.24; 8.18.25; 11.10.25; 4.20.26; 10.19.26)

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SECTION 1 – USE OF ASSOCIATION FACILITIES

1.A GENERAL USE

1. Use of Association facilities must follow the CC&Rs.
2. Facility use is managed by the Lifestyle Office and/or General Manager, based on availability and Board guidelines:
    a. Private events must be approved by the Lifestyle Director. ORPS events take priority and may require rescheduling of private events.
    b. No smoking in any Association buildings or within 20 feet of entrances, exits, or windows.
    c. Bulletin boards in laundry rooms are for Association use only; clubhouse boards are for Owners and Association activities.
    d. In emergencies (e.g., severe weather), clubhouse use may be approved on short notice. No charge if left clean; extra cleanup costs go to the host.
    e. Intoxicated or disruptive individuals will be asked to leave.
    f. Tickets are required for ticketed events; dancing only is not available for non-ticket holders.
    g. Complimentary meals for volunteers at non-catered events are determined by the Lifestyle Director and event chairman.
    h. Party supplies (excluding paper/plastic) can be checked out through the Lifestyle Office.
    i. Approved Association communications may be distributed in mailboxes by staff.
    j. All activities must comply with California gambling laws.
    k. The Board or its designee can refuse or revoke use rights at any time.
    l. Membership lists or mailing labels are not provided for private use; Owners may purchase directory updates for approved purposes at reproduction cost. Lists for advertising will not be provided.

Amended 9-20-21 & 11-10-25

1.B PRIVATE RESERVATIONS

1. Owners must submit a Facility Use Form, pay any fees, and get approval from the Lifestyle Director to use facilities for private events.
2. The following are not allowed at private events:
    a. Commercial or profit-making activities
    b. Selling merchandise
    c. Selling tickets or holding games of chance
    d. Charging admission
    e. Fundraisers allowed only with Board approval

1. Facility Reservations

General Rooms (Multi-Purpose Room, West/East Room, La Palma/El Saguaro Kitchen, the Corner Room at La Palma, La Palma/El Saguaro Pergolas and Ballrooms):

a. Owners can reserve these rooms for private events with a $30 non-refundable fee, which includes standard setup. Please contact the Lifestyle office to inquire about custom floor plans, available for an additional cost.

b. Rules for reservations:
   i. Fee must be paid to confirm the reservation.
   ii. Bookings can be made up to 60 days in advance.
   iii. Rooms cannot exceed maximum capacity.
   iv. No room reservation fee is required for continuous, weekly, ongoing gatherings for game-playing or other purposes for which there is no charge to attend, and listed on the activities calendar as open to all. If another owner pays the reservation fee and wants to use the room at the same time as the "ongoing reservation," they will supersede the ongoing reservation, and the ongoing reservation will be bumped to another space. Lifestyles will help locate other possible spaces available. The Lifestyle Office will notify the owner/organizer of a weekly booking immediately upon a request of a reservation for a one-time event that would interfere with their weekly booking.
   v. To ensure room availability and to allow sufficient notification to the owner/organizer of a weekly event, room reservations for a one-time private event must be made at least seven days in advance of the event.
   vi. Weekly event organizers must notify the Lifestyle Office at least 48 hours before canceling; 2 or more repeated no-shows will suspend ongoing reservations for the remainder of the season.
   vii. Changes to reservations must be reported 24 hours in advance.
   viii. Reservations cannot be transferred without approval.
   ix. Holidays (Thanksgiving, Christmas, New Year's) require separate reservations and fees.
c. If an individual—owner or non-owner—requests to rent space for instruction or any activity where money is collected, all room reservations, fees, waivers, and required insurance will be managed through the Lifestyles Office.

2. Ballrooms (La Palma or El Saguaro):

a. Rental fees:
   i. Majority ORPS residents: $50 (includes standard setup)
   ii. 25% non-residents: $400 + security (1 officer per 50 guests, 4-hour minimum)
   iii. $1,000,000 insurance, including liquor liability, naming Outdoor Resorts as additional insured.
   iv. Guest list submitted 72 hours in advance; guests check in/out at the security gate.
   v. $500 cleaning deposit (refundable).
   vi. Attendance cannot exceed room capacity.
   vii. Booking owner must be present.
   viii. 19th Hole Bar remains open during seasonal operations.

3. Holiday Reservations (Thanksgiving, Christmas, New Year's)

a. Kitchen use is $20 for 4 hours and cannot be used during catering or volunteer events.
b. Specific areas can be booked in the ballrooms for $20 with a 4-hour time slot for kitchen use during major holidays. Reservations for specific areas supersede those reservations for just the kitchen.

Amended 4-15-24 & 11-18-24 & 11-10-25

1.C OWNERS' LOUNGE

1. The Owners' Lounge is for owners and their guests. Guests must be accompanied by an owner. Access is by personal prox card (not transferable).
2. The Lounge includes:
    a. Gathering Room with patio, media theater, conversation areas, and full bar
    b. Library (owners only; borrowing on honor system)
    c. Multi-Purpose Room (cards, small dinners)
    d. Billiard Room
3. All activities must follow ORPS governing documents.
4. The Lounge is generally open to all owners. Only the Multi-Purpose Room can be reserved for private events (see Section 1.B).
5. Multi-Purpose Room restrictions:
    a. No ongoing reservations Friday–Sunday after 3 p.m. from November–March
    b. Decorations allowed only in the Multi-Purpose Room for booked events
6. No smoking anywhere in the Lounge or patio.
7. Music is allowed in the MPR, provided it does not disrupt the common areas of the owners' lounge.
8. Food & drinks:
    a. Meals only in the Multi-Purpose Room
    b. Light snacks/appetizers allowed in Gathering Room
    c. No food/drinks on pool tables
9. Card tables can be moved with staff supervision.
10. Lounge refrigerators are for reserved events or informal gatherings only. Items must be labeled with owner name and date; unlabeled/expired items will be discarded. Refrigerators are cleaned every Monday.
11. Bartender service is available with Multi-Purpose Room reservations (arrange with Lifestyle Office).

Amended 11-18-24 & 11-10-25

1.D FITNESS CENTER

1. The Fitness Center is open daily from 5:00 a.m. to 10:00 p.m. for the use of Owners and Renters. Access is by prox card that is <u>not</u> transferable. A maximum of two (2) guests per lot are allowed to accompany an Owner or Renter to the Fitness Center. The Owner or Renter is responsible for the conduct of the guest(s).
2. No one under fourteen (14) years of age will be allowed without being accompanied and supervised by an adult.
3. Food and beverages (except for water in a plastic container) are not allowed in the Fitness Center.

1.E LA PALMA AND EL SAGUARO KITCHENS

1. Use of the kitchens is for owner use only by prox cards that are <u>not</u> transferable.
2. Owners may reserve the kitchen and/or refrigerators for a specific event. The Lifestyle Office will accept reservations if there are no scheduled ORPS activities or previous reservations by owners, the caterers, or the café.
3. Items in the refrigerator must be identified with the name of owner and the date of the specific event. Items that are unidentified or with expired dates will be removed and discarded. The refrigerators will be cleaned every Monday.
4. The kitchen microwave, ovens and stoves may be used by owners on a first come, first-served basis, if the room is not otherwise reserved. The kitchen facilities must be properly shut off and cleaned

after each use. Owners that misuse the kitchen will be held responsible for any damages and negligent use.

5. ORPS Security checks and secures the kitchens every day at 10 p.m.

1.F ALCOHOLIC BEVERAGE SERVICE

1. No alcoholic beverages may be brought in from the outside to El Saguaro when the bar is open, except that uncorked wine may be brought into ORPS-sponsored events, subject to a corkage fee.
2. When the bar is open, only unopened wine or beer purchased at the bar may be taken from the premises (ABC Section 23396.5).
3. The bartender has the right to refuse service of alcoholic beverages to anyone (ABC Section 25602).
4. Alcohol can be served at events or private reservations if the bar is not open and under the following conditions:
    a. No one under the age of twenty-one (21) will be allowed to consume alcoholic beverages.
    b. Owner or owner's guests who are considered to be intoxicated or obnoxious shall not be allowed to consume additional alcoholic beverages.
    c. A California-registered beverage service (RBS) server must serve alcoholic beverages.

Amended 11-18-24

1.G PROX CARDS

1. Two prox cards are issued per lot at no charge to new owners upon close of escrow. Owners may purchase additional prox cards as follows:
    a. Multiple owners: Additional cards may be purchased for multiple owners. Under this rule, the maximum number of cards that can be issued for one lot is four (4).
    b. Additionally, individual owners are issued one prox card, regardless of how many lots they own.
2. Cards will be confiscated should they be found in the possession of a non-owner. Any owner that provides a prox card to a non-owner shall be subject to any member discipline and/or fines as set forth in the Association's Enforcement Policy.
3. Lost or stolen cards will be replaced at a cost of fifty dollars ($55.00) unless the owner has a police report.
4. If a prox card becomes unusable due to normal wear and tear, it can be replaced for a ten-dollar ($10.00) charge.

1.H TRANSPONDER TAG

Transponder Tags must be purchased from the Administration and placed on the vehicle windshield or headlight. If a new vehicle is purchased, or the windshield is replaced, a new tag must be purchased as the transponder tag cannot able to be reused. At the time of purchase, vehicle information is to be completed on the Transponder & Prox Card Issuance form and submitted to the Administration Office.

1.I MAILROOMS

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

Amended 9-20-21

SECTION 2 – RENTERS & GUEST SERVICES

2.A RESORT FEES

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

Definitions:

a. **Family members:** Family members are defined as Owner/spouse and their parents, grandparents, children, children's spouse, and grandchildren. These direct family members must be approved prior to arrival. Proof of identification will be required.
b. **Renters:** Non-family members who, without the owner being present, stay overnight or longer in Owner's RV or who bring an RV onto the Owner's lot. Family members who occupy an RV or who bring an RV onto a lot other than the lot owned by their family member, are considered Renters for purposes of this policy.
c. **Daily**: A unit of time that does not extend beyond 12:00 midnight.

Amended 4-15-24

2.B PASS ISSUANCE FOR GUESTS OF OWNERS

1. **Permanent Guest Passes** – are intended for Immediate family members only, as defined in ORPS Rules & Regulations, with a limit of 10 people per guest list.
2. The permanent guest pass is valid for 7-day increments at the request of the Owner.
3. **Temporary Guest Passes –** are intended for Guests of Owners who are visiting the Owner while they are in residence on the lot.
4. The temporary guest pass is valid for 3-day increments at the request of the owner.
5. Temporary guests are not permitted to enter the resort if the Owner is not present on the lot.
6. **Party Guest Passes –** are intended for groups of people coming into the resort for an organized event or activity.
7. The Party guest pass is valid for 1 day at the request of the Owner. A. Each pass is not intended for overnight usage.
    a. The pass is issued by the Security Gate. The passes are printed on white stock.
8. If Guests who have been issued a day pass require an overnight pass, these will be issued by the Security Gate, at the request of the Owner only.
9. All passes issued to guests of Owners must be displayed on the dash of the vehicle when entering the Resort and must remain visible on the dash while in the resort.
10. All guests will comply with the Resort rules and regulations during their visit.
11. The passes are non-transferable.
12. Passes are not issued for rigs to enter.

2.C PASS ISSUANCE FOR RENTERS

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

2.D PASS ISSUANCE FOR GUESTS OF RENTERS

1. This pass provides entry into the resort by a non-association person(s) for the expressed purpose of visiting a specific Renter who is in residence.

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

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

Adopted 9-20-21

SECTION 3 – COMMUNITY STANDARDS

3.A SIZE AND TYPE OF RECREATIONAL VEHICLES (RVs) ALLOWED IN THE RESORT

1. All RVs allowed in the Resort must be at least 24 feet in length as defined below.
   a. Travel trailers are measured from the front wall to rear wall (exterior measurement from nose to tail), not including the tongue, bumpers or any additional attachments beyond the tail of the trailer.
   b. Fifth wheel trailers are measured from the front wall to rear wall (exterior measurement from nose to tail), not including rear bumper, ladder or any additional attachments beyond the tail of the trailer.
   c. Motorhomes, regardless of Class, are measured from front bumper to rear wall, not including the rear bumper, ladder or any additional attachments beyond the rear bumper.
   d. The Resort will physically measure the RV to ensure compliance.
   e. Currently recognized motorhome RV Classes include A, B+ and C.
   f. It is the responsibility of the Owner or Renter to verify before entering the Resort that the RV meets these minimum requirements. If, after entering the Resort, it is determined that the RV is in violation of these rules, they will be asked to remove the RV from the Resort.
2. Toy Haulers are prohibited from opening their rear doors or ramps within the Resort.
3. RVs with integrated patios cannot be extended or used in the Resort.

3.B RVs NOT ALLOWED IN THE RESORT

RVs with tip-outs, hybrid campers/trailers, campers (including campers secured in the bed or to the frame of a pick-up or heavy-duty truck), tent trailers, pop-up trailers, tents, van conversions/camper vans (Class B RVs), bus conversions, park models or park trailers are not allowed in the Resort. Destination trailers (also known as extended stay trailers) are also deemed park trailers and, therefore, are not permitted within the Resort.

3.C RVs ENTERING THE RESORT/RV PLACEMENT ON A LOT

1. All RVs entering the Resort are required to meet the prevailing standards of aesthetics applicable to RVs. Owners who purchase an RV for siting in the Resort, or Owners who purchase a Lot and wish to bring an RV that is already owned must request an inspection of the subject RV in advance of arrival into the Resort. RVs that are determined to be deficient are subject to notice of compliance violation and subject to demand for repair and/or removal from the Resort subject to the contents of the correspondence sent to the Owner in violation.
2. If an Owner(s) has a lot in the Resort that is being rented by themselves or an assigned agent, it is **THEIR (or their agent's)** responsibility to ensure that the RV entering the Resort follows these rules. If the owner(s) are unsure if the RV adheres to the rules, they should contact the ORPS office for assistance.
3. At the time of check-in at the ORPS office, the office personnel will verify adherence to these rules. If they find that the RV does not meet these requirements, the renter **WILL NOT** be allowed into the Resort – **no exceptions**. The renter will be directed to contact the party responsible associated with the rental lot to resolve the issue.

4. When the slides are fully extended, the RV must be at least two (2) feet from the property line on the driver's side, with no part of the unit extending over natural grass and/or the sewer outlet.
5. Rear Property Line Setbacks:
    a. RVs on interior Lots can be placed no closer than three (3) feet from the rear property line.
    b. RVs on Common Area Lots (including the golf course) can be placed at least six (6) inches from the back edge of the concrete pad without regard to the location of the rear property line.
6. No portion of the RV, including tow bars and bike racks, may extend beyond the edge of the concrete pad.
7. BEFORE entering the Resort to place an RV, **ALL** Owners, renters, and commercial drivers must complete and sign a Rig Placement on Lot Form, Exhibit Q. All complete forms must be provided to the Compliance Officer. If after hours, the completed and signed form must be provided to Security staff, who will then provide it to the Compliance Officer. The signed copy will be placed in the Lot file.

3.D MAINTENANCE REQUIRED (AESTHETICS)

1. To maintain the high aesthetic quality of the Resort and to preserve the value of the property, all lots, RVs, and landscaping must be kept neat and orderly as determined at the sole discretion of the A&A Committee or other designee of the Association as further described below.
2. RVs must be maintained in a first-class, road-worthy, and well-kept condition as to both the general visual aesthetics of the RV and the specific elements of the RV listed below, which are not inclusive of every element that may require repair. Any deterioration or neglect of the RV will be cited for remedial action as described in the Enforcement Procedure. By way of example and not limitation, the following elements of an RV must be repaired, replaced, or restored:
    a. Oxidized cladding/fiberglass.
    b. Fading paint, dents, or scratches on sidewalls.
    c. Obvious discoloration of the exterior wall due to removal of decals. Decals must be re-applied or repainted.
    d. Peeling, faded, or deteriorated decals. Decals must be re-applied or repainted.
    e. Peeling or deteriorated cap rails.
    f. Faded, torn, or missing awnings.
    g. Cracked, loose, or missing slide-out seals.
    h. Cracked, missing, or fogged windows and broken or missing seals.
    i. Sagging door, rotting or failing wood, faded or deteriorated paint on front storage enclosure.
    j. Sagging, deteriorating, rotting, or failing steps, landings, and/or ramps.
    k. Broken or rotted wood or faded/deteriorated paint on skirting/lattice.
    l. Road-worthy. For example, no flat or missing tires; towable is capable of being towed, and self-propelled is capable of being driven.
    m. RVs must be in compliance with California State laws.
3. The A & A Committee or other designees of the Association will use the Inspection Criteria identified on Exhibit B to rate the condition of an RV in question. If an RV fails to satisfy any of the Criteria, the Owner will be required to make all identified repairs. If the Owner fails to make the identified repairs, the Board of Directors may require, in its sole discretion, that the RV be permanently removed from the Resort and mandate that it cannot be sold or transferred within the Resort or to a third party purchasing a Lot within the Resort.

3.E RESTRICTIONS

1. Storage is not allowed on the driver's side of the RV if it is in view of other lots.
2. Covers, Shades, Netting, and Extensions to Awnings
   a. Shades that are manufactured to snap or fasten over RV windows are allowed.
   b. Partial RV covers that are manufactured to snap or fasten over portions of the RV are allowed as follows:
      i. Fabric covers that are manufactured to snap or fasten over the front cap of a 5th wheel trailer. This type of cover can remain on the RV indefinitely and does not need to be removed if the RV is sold and stays within the Resort (must meet aesthetic requirements).
      ii. Fabric covers that are manufactured to snap or fasten over any other portion of the RV. Unlike a cover over the front cap, these covers are allowed beginning March 15 and must be removed no later than November 15 each year.
   c. Netting or other protective fabric that is draped over portions of the RV is not allowed.
   d. Netting, other protective fabric, or sail cloth is not allowed on any portion of the lot.
   e. Full RV covers are allowed beginning March 15 and must be removed no later than November 15 each year.
   f. Full and partial RV covers and window coverings must be fabricated from a material that is a neutral color.
   g. Drop-down extensions to awnings are allowed but must be fabricated from a material that is similar in color to the awning and/or of a neutral color palette.
   h. Any item allowed under the current rules must be aesthetically acceptable. If the item is faded or deteriorated in any fashion, it must be replaced or removed.
3. Washers and/or dryers are prohibited from being installed in fifth-wheel enclosures.
4. Window air conditioning units are not allowed to be installed in an RV.
5. External air conditioning units (including "split" systems) that require a separate 120/240V electrical hookup are not allowed to be installed in an RV.
6. Trees and hedges may not overhang another lot. It is the Owner's sole responsibility to maintain the trees and hedges and to keep them trimmed to ensure they don't overhang on neighboring lots.

3.F ILLUMINATIONS

A. LOT LIGHT ILLUMINATIONS

1. Fixtures that illuminate lot numbers must be operative throughout the year. Turning off the electricity at the meter box when the Lot is unoccupied is not allowed. The Association must have access to the meter box at all times. If the meter box is locked, the key must be left with Security.
2. All Lot number light fixtures must be on a photocell/light sensor-controlled device, usually on the pedestal. This photocell/light sensor-controlled device will be maintained by the Association. If it has been moved off the pedestal, the lot's Owner will become responsible for the maintenance.
3. The Association is responsible for the replacement of light bulbs in a Lot number of light fixtures. The design and construction of replacement and/or modified Lot lights must allow easy access to the light bulb. If a modified or replacement Lot light does not accommodate light bulbs used by the Association, the owner will be responsible for light bulb replacements. Additionally, if the Association's employees are not able to easily access the light bulb due to circumstances including but not limited to heavily weighted caps, plants, pots, or other materials on top of the

structure, etc., the owner will be responsible for light bulb replacements for the Lot number light.

4. Illumination from outdoor lighting shall not unreasonably disturb any Owner's or tenant's enjoyment of his or her lot or the Common Area. Without limiting the foregoing, the following standards are set:
   a. Sodium and Mercury vapor lamps are prohibited.
   b. Security lighting shall not be triggered by activities from adjoining properties.
   c. Any Owner having a lighting grievance may submit a request to the A&A Committee for determination. Any decision by the A&A Committee may be appealed to the Board of Directors, and the decision of the Board shall be final. Management shall be responsible for enforcement per the Enforcement Procedures.

B. TREE LIGHTING

The Rules below apply to ALL trees if lights are going to be installed above seven (7) feet from the ground level.

1. It is highly recommended that the neighbors of adjacent lots be informed of the installation of tree lights.
2. Installing lights on any trees in the common area is prohibited.
3. All lighting must be a consistent color in the 2700 to 3000K range (warm white tones).
4. Colored lights may only be used for Holidays. See the holiday schedule below.
5. No blinking, flashing, chasing, waving, or other light modes are allowed. Only steady-on or continuous-on mode will be permitted. This includes holiday lighting.
6. When 10% of the lighting is no longer working, the lights must be removed. replaced, or repaired.
7. There will be no maximum height restrictions for the installation of lights on the trees, but lights may not be installed on palm fronds or tree branches. Only trunk lighting is allowed.
8. All lights must be UL or ETL certified and must be waterproof and rated for outdoor use. Lights rated for indoor use will not be permitted to be used for any outdoor use. Commercial-grade lighting is recommended for the longest life.
9. Lights must be plugged into an electrical outlet that has a waterproof cover.
10. Only LED lighting will be permitted. String lights with individual LED bulbs are strongly recommended but LED rope lighting is also permitted.
11. Holiday Lighting. Colored LED string lights or rope lighting outside of the warm white spectrum is permissible for the following holidays/special occasions and dates:
    a. Valentine's Day - February 14th
    b. St Patrick's Day - March 17th
    c. Easter - Good Friday to Easter Sunday
    d. Canada Day - July 1st
    e. Independence Day - July 4th
    f. Halloween - October 31st
    g. Canadian Thanksgiving - 2nd Monday in October
    h. US Thanksgiving - 4th Thursday in November
    i. Christmas and New Year - December 25th to January 1st

3.G INSPECTION OF RV AT TIME OF SALE/CHANGE OF TITLE

1. **Sale of Lot**

If an Owner wants to list their lot for sale, the Owner must provide notice to the Association of the proposed sale to initiate a Lot inspection. In addition, upon receiving notice of the opening of escrow on a Lot the A&A Committee or other designee of the Association will perform an inspection of the Lot to ensure it is compliant with the current rules and regulations of the resort. The A&A Committee or other designee of the Association will use the Lot Inspection Criteria identified on the Lot Inspection Form to identify the non-compliant items. If the Lot fails to satisfy any of the listed criteria, a copy of the completed chart and a listing of the required repairs along with photos will be provided to the Owner and escrow company. The Owner will be required to make the necessary repairs prior to the close of escrow. In the case that the buyer wants to assume the non-compliant items, the buyer and Owner will need to sign an Owner-to-Buyer Agreement Form. The Owner-to-Buyer Agreement Form will be provided upon receiving notice of the opening of escrow if the lot is marked non-compliant.

2. **Sale of RV within Resort**

If an Owner wants to sell an RV and the RV will remain in the Resort, the Owner must provide notice to the Association of the proposed sale. Once notice is received, the A&A Committee or other designee of the Association will perform an inspection of the RV using the Inspection Criteria identified on Exhibit B to rate the condition of the RV. If the RV fails to satisfy any of the Criteria, a copy of the completed chart and a listing of the required repairs along with photos will be provided to the Owner. The Owner will be required to make the necessary repairs prior to the sale of the RV and, if the Owner fails to do so, the RV may not be sold within the Resort and may be subject to removal. In the case that the buyer wants to assume the non-compliant items, the buyer must provide proof of contract that the non-compliant items are to be fixed within 30 days after the closure of escrow. If a contract is not provided within 30 days of escrow closure, the Association will initiate the enforcement procedure.

3.H PATIO AND LOT FURNISHINGS

1. All furnishings left on an unoccupied Lot must be neatly grouped together and covered with one or more commercially made covers. A single collapsible framed covering not to exceed 10.5 feet square and 4.5 feet high may be placed over these furnishings. Furnishings may also be left under the shade structure, but again must be neatly grouped, and covered properly, and shade curtains must be left open. The covering material must be heavy-duty canvas, vinyl, or leather, and colors must be harmonious with the architectural style and color scheme of the RV, using neutral colors compatible with the surroundings. No bright colors can be used. No tarps of any color are allowed.
2. Golf cart and/or automobile covers must be commercially made, kept in good condition, and neatly secured. These covers must be heavy-duty canvas, vinyl, or leather and be harmonious with the color scheme of the RV, using neutral colors compatible with the surroundings. No bright colors can be used. Tarps of any color are not allowed. Wheels may be covered with commercially made covers. Homemade covers of wood, cardboard, insulation, and other materials are not allowed.
3. Fuel-Fired Devices: All fire pits, chimineas, cooking devices, fire features, fireplaces, pizza ovens, and other similar outdoor equipment as permitted by the Association must be fueled by electricity or propane and no taller than fifty (50) inches. Wood, wood product fires, and charcoal are not permitted. Wood pellet grills may be used, subject to proper use and maintenance that avoids smoke nuisance.
4. Deck Boxes: Up to two portable deck boxes of identical dimensions and color may be placed on one Lot. If placing two (2) deck boxes on a Lot, they may not exceed thirty (30) inches in height

and a maximum capacity of 150 gallons each. (Typically, the dimensions are 60 inches long, 30 inches high, and 26 inches wide). If only placing one (1) deck box on the Lot, it may not exceed 50 inches in height, 72 inches in length, 36 inches wide, and have a maximum of 75 cubic feet. Deck boxes must be commercially made of high-density polyethylene for UV-protected outdoor use, and colors must be harmonious with the color scheme of the RV using neutral colors compatible with the surroundings. No bright colors can be used. Plastic totes, stackable storage containers, and homemade boxes are not allowed. Deck boxes should be located to the rear of a Lot or placed in a location that is screened from street view to the extent possible.

5. Furniture placed on the Lot must be commercially made for exterior use. Upholstered and other interior furniture is not allowed for outdoor use on the Lot.
6. Carpeting: commercially made outdoor carpeting may be placed on patio hardscape, brick, or concrete surfaces and must be harmonious with the color scheme of the RV using neutral colors compatible with the surroundings. No bright colors can be used. Artificial turf on hardscape is not allowed.
7. Step ladders carried on the exterior of RVs must be removed and stored beneath the RV while the RV is in the Resort.
8. Only commercially made planters, storage boxes, and similar products purchased at retail stores presumed to meet applicable manufacturing standards for fire resistance and durability are allowed.
9. Artificial Plants
    a. Artificial (including but not limited to plastic and silk) flowers and plants are not allowed due to durability issues. Empty flowerpots and planters, unused hoses, and lawn tools must be stored out of sight.
    b. Metal plants and similar sculptures are permitted on lots but must be maintained in good condition.
10. All decorative lawn features, lighting fixtures, or similar items placed on natural grass must be removed on scheduled lawn mowing day and must be removed and stored when the lot is not occupied.
11. Construction materials such as bricks, blocks, lumber, plywood, insulation, lattice, pipe, fencing, and so forth may not be stored on a lot unless fully concealed from view. Unmortared bricks or blocks may not be used as borders, props, supports, or weights.
12. Possessions that cannot be stored within the RV, enclosure, or authorized deck box(es) will not be allowed. Stockpiling, amassing, or accumulation of excessive quantities of objects that are not properly stored will be subject to a demand for removal.

3.I SATELLITE DISH REQUIREMENTS

1. Definitions – The term “satellite dish” as used within these A&A Rules shall include all direct broadcast satellite dishes, fixed or portable, and television or other aerial, antenna, dish, tower, or other signal receiving/transmitting structure. Satellite dishes that exceed a diameter or diagonal measurement of 39.6 inches are not allowed.
2. Satellite Dish Placement and Mounting
    a. Satellite dishes, fixed or portable, shall be mounted on the roof or ladder of the RV and shall not be mounted on the ground or any other part of the lot, unless reception cannot be adequately received.
    b. Installations not mounted as per above because of reception issues must be sited in the least obtrusive location possible and be approved by the A&A Committee. Requests must be submitted using the Satellite Dish Siting Form, Exhibit P to the A&A Rules.

c. No more than two satellite dishes are allowed to be sited on a Lot.
d. Regardless of how mounted, installation shall be accomplished by a qualified person who is knowledgeable about the proper installation of satellite dishes and antennas and has a professional look when installed.
e. Installation shall be made in accordance with applicable building, fire, electrical, and related codes. A permit shall be obtained if required by the local jurisdiction.

3. Owner Responsibility
   a. The owner shall be responsible for the maintenance, repair, and replacement of any satellite dish installation and shall be required to repaint if, for any reason, the exterior surface of the antenna becomes worn or deteriorated.
   b. The owner shall be responsible for any damage to any and all real or personal property or for any injury resulting from the installation of the satellite dish and/or its continued use or maintenance.
   c. Any abandoned or unused satellite dishes must be removed at Owner's expense.

3.J UTILITIES

1. If it is necessary to remove concrete, other than the original slab, for relocation or repair of utilities or irrigation components, the Owner will be responsible for removal and replacement.
2. Electricity - The maintenance of the electrical panel is the sole responsibility of the Owner.
3. Water
   a. The Association is responsible for maintenance of the original piping installed by the developer for conveyance of potable water to all sites and Common Areas. Maintenance of any piping modified or added to accommodate Lot revisions requested by the Owner is the responsibility of the Owner.
   b. The Association is responsible for maintenance and/or replacement of all pipes that provide irrigation water to all sites and Common Areas. Maintenance of any piping modified or added to accommodate Lot modifications requested by an Owner is the responsibility of the Owner.
   c. Repair/replacement of water faucets is the responsibility of the Owner. Arrangements must be made with management to have the water shut off.
   d. Potable water may not be used for irrigation or sprinkler systems.
4. Telephone and Telephone Cable - Any modification or improvement to a Lot that would impact telephone and/or telephone cable service should be coordinated with the telephone and cable service providers through the General Manager’s Office.

SECTION 4 – SWIMMING POOLS & SPAS

1. Persons needing diapers must use a non-absorbent swim diaper.
2. Per state law, swimmers must shower before entering any pool or spa.
3. Flotation devices are prohibited in the swimming pool areas over holiday weekends and Easter/Spring break periods.
4. Diving, jumping in, or any pushing and rough housing are prohibited in any resort pool or spa. Running is also not allowed in any pool area.
5. Glass (*except eyeglasses*) is prohibited in the swimming pool area.
6. Bathing suits are required. Other clothing is not permitted in the pool, except that sun-protection clothing is allowed.
7. Chairs/lounges may not be saved by placing towels or other articles on them, unless the owner of the items is in the pool area.
8. Management reserves the right to deny use of the pool/spa to anyone at any time for due cause.
9. All persons using pool/spa do so at their own risk. Association management is not responsible for accidents or injuries.

SECTION 5 – PETS

1. All pets, including cats, need to be tethered on a 6-foot leash whenever they are outside of the RV in which they are domiciled.
2. No more than two (2) pets (*dogs and cats*) are allowed on a lot.
3. Pets are not permitted in any building, lots other than your own, or in any common area (other than streets) including the golf course and corner areas, except as follows:
   a. Area adjacent to the Maintenance Yard Entrance.
   b. Common area adjacent to the Front Pedestrian Gate that is bordered by a wall on the west, the loading/parking area to the north, and the access road into the resort and Gate House on the east, between the hours of 7:00 a.m. and 9:00 p.m.
   c. Common area patio that lies between the restaurant and the convenience store at La Palma. Pets may not be left alone in this area and must be controlled in the immediate space of the table where the pet owner is sitting. Other conditions may be posted by the restaurant proprietor, as necessary.
   d. Dog Park located between Lots 643 & 644
      i. Hours of the Dog Park are as determined by the Board of Directors and posted at the Dog Park
      ii. The Small Dog Park is for dogs under 25 lbs. only
      iii. The Large Dog Park is for dogs 25 lbs. or over only
      iv. Leash dogs before entering or exiting the park
      v. Promptly remove and dispose of dog waste
      vi. Dogs are to be vaccinated and free of communicable diseases
      vii. Owners must be present at all times, maximum of two dogs per person
      viii. Be respectful of the neighbors and keep noise to a minimum
      ix. No food – dog or human
      x. No smoking, vaping, or glass containers
      xi. No unsupervised children under 13 years old
      xii. Collars with prongs or spikes are not allowed
      xiii. Dogs must be neutered/spayed
      xiv. Dog owners accept all responsibility for their dog's behavior
      xv. Dog owners assume the risk of personal injury or illness to their dog or themselves.
      xvi. Video monitoring may be in effect at any/all times.
      xvii. Privileges may be revoked for those who violate these rules
4. Work/service dogs for handicapped are permitted, as required by law.
5. For the safety and well-being of pets, they may not be left unattended in or outside of the RV for extended periods of time.
6. Owners shall not allow pets to continue to bark, creating disturbance or nuisance to other residents.
7. Whenever possible, Owners should have their pets relieve themselves on the lot on which the pet is domiciled and residue should be picked up immediately and urine spots watered.
8. If a pet relieves itself in the street, the residue must be picked up immediately.
9. A fenced pet walking area is provided near the main laundry room next to the Maintenance Yard entrance. Pets must be attended at all times.
10. One small pen is permissible, subject to guidelines specified in the A&A Rules, restricted to Owner's lot, and not interfering with routine maintenance. Pen area is to be used only when the Owner is present on the lot.
11. Pets are not to be left free to run at any time while in the Resort.
12. Temporary pet fencing is subject to the following conditions:
    a. They must not exceed 42 inches in height and must be set back a minimum of 10 feet from the survey pin if present or middle of gutter if survey pin is not present. **Pet fencing cannot**

be installed on the service side of the lot (from the RV to lot line). The pet fencing cannot block access to the utilities.

b. They must be commercially made and constructed of high-quality metal in tones of black, brass, bronze, or silver.
c. Home built fencing is not allowed.
d. They cannot restrict access to the Lot for maintenance purposes.
e. If the pet fencing is on the lawn, it must be removed on scheduled lawn mowing days.
f. Pet fencing must be placed in storage if the property is not occupied.

13.

Amended 3-9-20 & 6-29-20 & 12-19-22

SECTION 6 – GOLF

6.A ELIGIBLE PLAYERS

1. Owners: The golf course is available for play by all owners and members of their family without paying green fees. Owner family members, for purposes of this rule, include spouses, significant others, parents, grandparents, children, children's spouses, and grandchildren that are registered with the HOA. Note that Owners whose lot is occupied by a contract purchaser, lessee, or Renter, and their family members, guests, or invitees are not entitled to play golf unless they are a guest of another Owner or Renter and, in that case, would be required to pay current green fees (refer to CC&Rs Article 3, Section 3.12).
   Note: The status of golfers, whether Owner, Renter, or guest, will be verified by the Starter Shack employees for appropriate fee collection.
2. Renters: Up to two Renters per lot rented that are named and registered with the HOA at the time of check-in may play the golf course without paying green fees.
3. Guests of Owners or Renters: Guests of Owners may play the golf course and will be charged the current green fees. Guests and/or family members of renters may play the golf course and will be charged the current green fees.
4. Tournaments/Special Events:
   a. Owners: In the spirit of goodwill, community, and fairness, all Owners shall be allowed to enter all tournaments or special events in which they wish to participate, except for those tournaments which require qualifications.
   b. Guests and Renters: May participate in any tournament or special event which is not designated exclusively for the benefit of Owners (i.e., Club Championship; Hole-in-One; etc.).
   c. The Golf Committee shall approve all special events and tournaments. If a maximum number of participants for any event/tournament must be imposed, with Owners getting preference, a predetermined, fair, and random selection process will be developed by the Committee.

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

6.B GOLF COURSE ETIQUETTE

1. All players must start from the #1 tee, unless otherwise directed by the Golf Starter Shack
2. Each player must use their own golf clubs and bag. No joint-use/sharing of golf clubs and bag in the same group is allowed.
3. Allow faster players to play through. Ready golf is encouraged at all times.
4. To ensure the best use golf course conditions throughout the season, repair all divots and ball marks. Please rake bunkers to remove footprints as necessary. For information on proper procedures, please see Starter Shack staff.
5. Due to small tee box surfaces and to prevent damage to the tee box turf, tees are mandatory when teeing off on all holes. Tees must elevate the ball above the turf level to minimize damage to the surface. Please place broken tees in the tee caddy's to prevent damage to mower blades.
6. Only one ball in play per person on the course, unless otherwise approved by the Golf Professional, Starter Shack, or Marshall. The putting green and chipping green are reserved for practice.
7. For Pace of Play purposes, you may retrieve only your own ball from the lake with an approved retriever (no rake types). Fishing for golf balls is not allowed.
8. USGA rules govern all play; except as modified by local rules posted at the Starter Shack and/or on scorecard.

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

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

6.C GENERAL RULES & REGULATIONS

1. The Golf Starter Shack hours will be posted at the Shack and online by Management.
2. To promote Pace of Play, no lessons are allowed on the golf course except as approved by the Golf Professional.
3. Lots are private property and should never be entered except in an emergency.
4. Each player is responsible and liable for any damage caused by their play. Any damage caused by the golfer shall be promptly reported to the property Owner, Starter Shack employees, or General Manager's office.
5. Only regular-type golf carts are allowed on the course. Only the GEM E825 model of the GEM carts is allowed on the golf course. Contact the Starter Shack with any questions regarding allowable carts.
6. All golf carts that have permission to be on the golf course must display a handicapped flag.
7. Golfers younger than 17 years of age must be accompanied by an adult golfer unless approved by the Golf Professional.
8. In order for a Hole-in-One on the Big 18 Course to be recognized, it must be witnessed by at least one player who must sign and date the card and provide a contact phone number. Additionally, in order to be counted, the player must complete all 18 holes. The first Hole-in-One at ORPS will be recognized on a plaque in the Owners' Lounge. The Hole-in-One scorecard, application, and associated fees must be submitted to the Golf Committee.
9. Golfing privileges may be revoked for cause by the Golf Starter, Golf Marshall, or Security staff at any time.
10. The golf course will be used only for playing golf, unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances, or when it is deemed a benefit to the Resort. Any other use is prohibited. Observers are allowed on the golf course only during gallery events.
11. The process for booking tee times is managed/approved by the Golf Coordinator and posted and administered by Starter staff.
12. Private Owner functions will not be given any special consideration for tee times.
13. Starter Staff has the authority at all times to add a player to a tee time with less than four reservations.
14. Golf fees, including per-round green fees, ten-pass fees, twilight golf fees, and back-nine golf fees, will be established by the Board of Directors annually with the adoption of the Fiscal Year Budget, and posted at the Golf Starter Shack.
15. Unless otherwise directed by a Starter or Marshal, golfers must play all holes in sequence.

Amended 12-16-19 & 4-6-20 & 9-20-21 & 8-19-24

6.D BOOKING TEE TIMES

The Resort has a computerized tee time booking system.

1. Owners may log on 24 hours a day to make tee times, change times or players, cancel times or players, or just check their times. All owners have 7-day advance booking privileges starting at 7:00 a.m.

2. Renters have a 5-day advance booking privilege starting at 7:00 a.m.
3. Renters can be booked as guests by an Owner, who must attend and play during the tee time with the guests.
4. During peak season (1st Monday in January through 31st of March), an owner or renter who intends to golf is allowed to book one tee time daily. During off-peak time, owners or renters may book two tee times daily. Names of all intended golfers on the reservation must be entered.
5. During peak season (1st Monday in January through 31st of March), a golfer's name is only allowed to appear on the tee time reservation sheet one time daily. Golfers may play a second round the same day, but only as a walk-up and only by having their name added to an open tee time slot by the Starter Staff.
6. Tee times may be canceled up to 24 hours prior without penalty, either online or in person at the Starter Shack.
7. Tee times or slots canceled with less than 24 hours' notice will be considered 'No Shows'.
8. Golfers not showing up for their tee times will be considered 'No Shows'.
9. All golfers must check in at the Starter Shack at least 15 minutes prior to their start time. Golfers who do not check in will be considered 'No Shows'.
10. 'No Show' golfers will receive a warning for their first 'No Show'. Further offenses will be dealt with per ORPS Rules & Regulations, Section 16 – Enforcement Procedure.
11. Weather cancellations – If the course is closed due to rain, or closed only to golf power cars, golfers affected will not be penalized.
12. Frost Delay Policy – If there is a frost delay lasting more than 30 minutes. Golfers may choose to cancel their tee time slot. Golfers must contact the Starter Shack by phone or in person prior to their tee time. Not showing up without phoning or canceling in person will be considered a 'No Show' and dealt with accordingly.
13. Use of the golf course by Owners, Renters, and Guests is subject to availability. In addition to weather-related delays or closures, the course may be closed for maintenance or repair.

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

Adopted 12-16-19 & Amended 4-6-20 & 9-20-21 & 4-17-23 & 4-15-24 & 8-19-24

6.E GOLF CART USE ON GOLF COURSE

The Outdoor Resort Golf Course is a walking golf course. Golf carts may be used on the golf course of ORPS, subject to the following rules, by individuals who have a need for special access on the golf course and display an authorized handicap flag as follows:

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

   A blue handicap flag will be issued by the Golf Shack Attendant upon payment of an initial non-refundable $40.00 fee and presentation of documentation as follows: (1) a government-issued handicap permit, or (2) a current letter from a physician, physical therapist, or chiropractor validating the special access need. For purposes of this rule, the annual season runs from October 1 through September 1.

   Individuals who have purchased a blue handicap flag are required to re-validate their special access need to the golf course at the beginning of each season by paying the annual renewal fee of $25.00, displaying the renewal sticker, and providing the required documentation to the Golf Shack Attendant.

2. Daily Use White Handicap Flag*:

A Daily Use White Handicap Flag will be issued upon (1) payment of a $5.00 daily fee for owners and $7.00 daily for all others; (2) presentation of a government-issued handicap permit or a current letter from a physician, physical therapist, or chiropractor validating the special access need; and (3) deposit of the golfer's identification (driver's license or ORPS prox card) with the Golf Shack Attendant. The golfer's identification will be returned at the end of the play when the white access flag is returned to the attendant or to Security if the Attendant has left for the day.

*Individuals who are 85 years or older are exempt from the requirement to provide documentation proving their special access need but must pay fees and adhere to all rules relating to golf cart use on the golf course.

3. Use of Golf Carts on the Golf Course:

a. A handicapped individual must be playing golf to drive on the course; non-handicapped persons are not permitted as passengers in the carts.
b. Handicapped persons playing in the same twosome/foursome must share a cart.
c. Golf carts are to be ridden and parked on the left side of the golf course whenever possible.
d. Parking on the tees is not allowed and golf carts may not be parked closer than 30 feet away from the green. Always park on the left side of the fairways and walk to the ball.

Amended 9-20-21

6.F DRESS CODE

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

ACCEPTABLE

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

NOT ACCEPTABLE

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

Note: Rules and dress codes apply equally to both the Big 18 and Small 9 courses.
Amended 12-16-19 & 4-6-20

SECTION 7 – PICKLEBALL RULES

7.A GENERAL

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

7.B PICKLEBALL COMMITTEE

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

7.C ORGANIZED PLAY

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

7.D PARTICIPATION/PROHIBITED USE

1. Participation in organized play, as defined above, shall be available to lot owners and lot renters.
2. Guests brought by Owners and Renters may use the ORPS Pickleball Courts as per the posted Pickleball Schedule. Tournaments will be scheduled by the Pickleball Committee. Tournament play is only for ORPS Owners and Renters; no outside guests are allowed.
3. People under fourteen (14) years of age, unless accompanied by parents or grandparents, are prohibited from accessing the courts.
4. Use of courts, with ORPS-authorized equipment only, is limited to 8:00 a.m.- 8:00 p.m. After 5:00 p.m., only a foam ball can be used. See 7.E Equipment below for authorized equipment. (The restriction of foam balls only after 5:00 p.m. will be lifted at completion of sound mitigation installation.)
5. Chairs and tables are only allowed in shaded areas.
6. Pickleball Courts will be used only for playing pickleball unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances or when it is deemed a benefit to the Resort. Any other use is prohibited.

Amended 12-16-19 & 05-16-22 & 12-16-24

7.E EQUIPMENT

1. Only the Monarch, ONIX Pure, and Franklin X40 balls are allowed on the ORPS Pickleball courts at the completion of sound mitigation from 8:00 am to 8:00 p.m.
2. Only pickleball paddles listed on the ORPS Pickleball Committee Green List may be used on the Pickleball Courts at ORPS.
3. The pickleball paddles listed on the ORPS Pickleball Committee Red List may not be used on the Pickleball Courts at ORPS.

Amended 01-15-18 & 06-13-19 & 12-16-19 & 3-9-20 & 5-16-22 & 12-16-24

7.F ATTIRE

1. All persons on any pickleball court must wear non-marking tennis shoes. No street shoes, sandals, thongs, or bare feet are permitted. All pickleball players are required to wear shorts, shirts, jackets, sweatsuits, or other similar attire.

7.G PICKLEBALL BALL MACHINE

1. Access to and use of the ORPS Pickleball ball machines and retrievers will be managed by the ORPS Pickleball Committee. Usage of the pickleball ball machines and retrievers is restricted to ORPS Owners and Renters.
2. Access to the Pickleball machines and retrievers is subject to availability during the winter season and managed as noted above. The equipment is not available during the off-season.

Amended 4-15-24

SECTION 8 – TENNIS

8.A GENERAL

1. The Tennis Program at ORPS is designated to provide a quality tennis program for as many ORPS Owners and Renters as possible.

2. The ORPS Tennis Program is administered by the Tennis Committee under the guidelines established by the ORPS Rules & Regulations and the ORPS Board of Directors.

8.B TENNIS COMMITTEE

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

8.C ORGANIZED/COMPETITIVE PLAY

1. Competitive tennis includes League Matches and Top Gun.
2. Organized play includes Daily Draws, Nets, Couples Only Tennis, The Horse Race, Mixers and any other special tennis activities that may be defined and approved as Organized Play by the Tennis Committee.
3. All Organized/Competitive Play will be reflected on the Hold My Court website.
4. Horse Races, General, and Tennis Committee meetings are scheduled on the first Saturday of each month. In case of rain or adverse court conditions, the Horse Races, General, and Tennis Committee meetings will be rescheduled by the Tennis Committee.

Amended 1-15-18

8.D PARTICIPATION/PROHIBITED USAGE

1. Participation in Competitive Tennis is only available to Owners and Renters.
2. Participation in Organized Play is available to Owners and Renters, with guests allowed if accompanied by an Owner or Renter, and if space is available.
3. Persons under fourteen (14) years of age, unless accompanied by their parents or grandparents, are prohibited from accessing the courts.
4. Use of lighted courts before 7:00 a.m. or after 10:00 p.m. is prohibited.
5. Pool chairs, lounges, or tables are not permitted on the court surface.
6. Tennis courts will be used for playing tennis unless otherwise designated by the Board of Directors or General Manager in response to unusual or exigent circumstances when it is deemed a benefit to the Resort. Any other use is prohibited.
7. Abuse of tennis facilities of any kind, such as using the courts for other games, marking courts, hitting and pushing nets, and hitting balls against the windscreen, will not be tolerated.
8. All tennis courts will be secured. Owners may obtain keys from the Association office during office hours and weekends from Security. There is a limit of two keys per lot owner. Replacement keys will be issued in the Manager's office at a cost of $50.00 each. Renters can obtain a key from the Association office (*on a temporary basis*).

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

8.E PROPER ATTIRE

1. All persons must wear non-marking tennis shoes. No street shoes, sandals, thongs, or bare feet are permitted.
2. All tennis players are required to wear proper attire, including shorts, shirts, jackets, sweatsuits, or other such attire.

8.F LEAGUE PLAY

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

Amended 12-16-19

8.G COURT RESERVATIONS

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

1. During the calendar season, from November 1 through April 30, the La Palma courts and four satellites (A, B, C, D) will be blocked out for Organized/Competitive Play from 8:00 a.m. to 12:00 p.m. daily. Courts E & F will be available for open play. However, these open courts may be reserved for Organized/Competitive Play from November 1 through April 30, on an "as-needed" basis. Additional courts will be blocked out as needed to accommodate changes in Organized/Competitive Play approved by the Tennis Committee. Organized/Competitive Play is defined in 8.C above.
2. The Tennis Committee must approve the reservation of all courts for tournaments or other special events during the season of peak usage.
3. If play is not commenced within ten (10) minutes on a reserved court, the reservation will be void, and the court will be available for open play.
4. Satellite courts will be secured, and equipment removed from May 1 to October 1.

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

8.H TENNIS BALL MACHINE

1. The ORPS ball machine and retrievers will be located (chained and locked) at La Palma and Satellite F courts.
2. Access to and use of the ball machines is restricted to Owners/Renters 18 years of age and older.
3. The keys to unlocking the ball machines can be obtained at the ORPS Security Gate House. Owners/Renters will leave their prox card as a deposit.
4. A "log in/log out" record of keys to the ball machines will be maintained at the ORPS Security Gate House.
5. The ball machines will not be available during League Play, nor any special event requiring use of the La Palma courts and/or Court F.
6. To ensure that a ball machine/court is available, reservations should be made for both. Ball machine reservations may be made twenty-four (24) hours in advance at the Security Gate House. Court reservations are made as stated in Section 8.G above.
   NOTE: If one person has a reservation for the ball machine, and a different person has reserved the corresponding court for the same time, the person with the court reservation shall have precedence.
7. Ball machine usage is limited to two (2) hours at any one time.

8. Ball machine use and responsibilities:

    a. Tennis balls must be picked up and returned to the container before leaving the court.
    b. Ball machines and ball retrievers must be returned to the fence, the ball machines covered, and all equipment locked to the fence.
    c. The ball machine key must be returned to the Security Gate House and the prox card retrieved.
    d. Any ball machine malfunctions should be reported to the Security on duty. Maintenance will notify a member of the Tennis Committee for resolution.
9. Access to and use of the tennis ball machines and retrievers will be managed by the ORPS Tennis Committee.
10. Access to the tennis ball machines and retrievers is subject to availability during the winter season (and managed as noted above). The equipment is not available during the off-season.

Amended 1-15-18 & 12-16-19 & 4-15-24

SECTION 9 – FITNESS CENTER

9.A GENERAL

1. The Fitness Center at ORPS is provided for the health and wellness enjoyment of Owners and Renters.
2. Use of the Fitness Center and its equipment is at your own risk.
3. Outdoor Resort Palm Springs assumes no responsibility for injuries incurred while using the Fitness Center.
4. Outdoor Resort Palm Springs is not responsible for lost or stolen articles.

9.B ATTIRE

1. Appropriate athletic attire must be worn at all times while in the Fitness Center, including athletic shorts or pants, athletic shirts, and closed-toe footwear.
2. Wet clothing or bathing suits are not permitted in the Fitness Center.

9.C EQUIPMENT USE

1. The Fitness Center is a shared facility; cooperation and courtesy in sharing equipment is expected.
2. Use of cardiovascular equipment is limited to thirty (30) minutes when others are waiting.
3. Use of weight machines and free weights is limited to five (5) minutes per station when others are waiting.
4. If you are waiting for equipment beyond the stated time limits, please ask the current user politely when they expect to finish.
5. All equipment must be wiped down after each use.
6. Touch screens must be cleaned with ammonia-free spray and microfiber cloth only. Paper towels, wipes, or other sprays are prohibited on touch screens.
7. Dirty microfiber cloths must be placed in the designated hamper.
8. Weights must be re-racked and all equipment returned to its proper location after use.
9. Workout benches are equipped with handles and wheels for ease of movement and must be returned to their original location.
10. Equipment may not be removed from the Fitness Center.
11. Any issues, malfunctioning, or damaged equipment must be reported Engage.
12. If you are the last person to leave, please turn off the lights and fans.

9.D MOBILE DEVICE USE

1. Personal music devices are permitted only when used with headphones or earbuds.
2. Phone conversations must be taken outside of the Fitness Center building.

9.E USE RESTRICTIONS

1. Food and outside beverages (other than water) are not permitted in the Fitness Center.
2. The use of perfume or cologne is discouraged, as it may cause allergic reactions for others.
3. Guests under fourteen (14) years of age must be accompanied and supervised by an adult.
4. Users must be mindful and respectful of others. Excessive noise or disruptive behavior of any kind is prohibited.

Adopted 4-20-26

SECTION 10 – MOTOR VEHICLES (INCLUDING GOLF CARTS AND MOTORCYCLES)

10.A MOTOR VEHICLES OPERATIONS & SAFETY (INCLUDING GOLF CARTS AND MOTORCYCLES)

1. Drivers shall not exceed 10 miles per hour and shall stop at all stop signs.
2. Reckless or erratic driving of any motorized vehicle (including, but not limited to, motor vehicles, motorcycles, golf carts, etc.) within the Resort is prohibited.
3. Drivers of any vehicle in the Resort, must have a valid current driver's license in their possession when operating the vehicle and must comply with financial responsibility requirements (insurance) established per the California Vehicle Code.
4. Learners driving permits are allowed when accompanied by a licensed adult, per California Vehicle Code.
5. Golf carts drive after dark are required to have functioning headlights and taillights.
6. State helmet laws shall apply to all motorcycle riders.

10.B MOTOR VEHICLE/GOLF CART PARKING RULES

1. Motor vehicles including golf carts are not allowed to be parked on perimeter streets or on the grass area of any lot or common area, with the following exceptions:
   a. Curbside parking is allowed on the perimeter streets immediately adjoining the clubhouses for golf carts and motor vehicles only during special events.
   b. Golf carts are allowed to park curbside on either side of the street immediately in front of El Saguaro Clubhouse between 7:00 a.m. and 4:00 p.m. During this time period, motor vehicles are not allowed to park in this area except during a special event. After 4:00 p.m., both golf carts and motor vehicles are allowed to park in this area.
   c. Parking in the El Saguaro driveway is prohibited.
   d. The turnout driveway at La Palma Clubhouse is for temporary parking only.
   e. The parking at the west side of the La Palma Tennis Courts is designated for the Convenience Store and Restaurant when either are open.
   f. No curbside parking is allowed on the west side of the La Palma Clubhouse.
   g. During golf events, golf carts are allowed to be parked on common grass areas and along perimeter streets, as long as no driveway is blocked and/or the passage of traffic on the street is not impeded.
2. Vehicle parking by Owners or guests of Owners on a lot other than their own is not permitted without the written permission of the lot owner. Security will issue a parking permit for said vehicle on said lot if a written permission card is on file. A vehicle parked overnight on another lot without a visible parking permit in their vehicle will be considered illegally parked and may be cited by Security.
3. Illegally parked vehicle(s) blocking access to a lot or common area may be towed without prior notification at the vehicle owner's expense.
4. There is no overnight parking at any of the clubhouses, main laundry, or satellite parking areas without a temporary parking permit. A temporary parking permit not to exceed 72 hours may be issued by Security; any request for a permit in excess of 72 hours must be approved by the General Manager or his/her designee.

Amended 12-16-19

10.C GENERAL RULES

1. Three or four-wheeled ATVs or vehicles whose primary design is for off-road use only are not allowed in the Resort.
2. Only three (3) approved vehicles may be parked on a lot in addition to the RV. Only one (1) RV per Lot is allowed. Authorized vehicles are limited to the following:
   a. Licensed passenger vehicles, including open-bed pickups
   b. Golf carts
   c. Motorcycles (two (2) motorcycles will be counted as one (1) passenger vehicle. No more than two (2) motorcycles may be parked on a Lot), and
   d. Any Class B vans - van conversion, camper vans, or equivalent (e.g. Sprinter vans), as long as they are used only as a transportation vehicle while in the Resort and are not connected to any utilities or used for additional sleeping or living accommodations

      For example, in addition to the RV, one (1) passenger vehicle/pickup or Class B van, one (1) golf cart, and one (1) or two (2) motorcycles would be allowed.

      No authorized vehicles shall be parked so as to protrude into the curb/gutter where it meets the private lot.

      All authorized vehicles must be parked on hardscape.

3. All lots within Outdoor Resort are to be used solely for recreational vehicles. However, with prior approval of the A&A Committee, an Owner may be permitted to use the lot for parking vehicles after taking into consideration the appearance and aesthetics of the lot. Parking restrictions and vehicle limitations will be in accordance with Sections 8.B and 8.C above.
4. Large commercial trucks (extending more than 24’ in length) will not be permitted to remain in the Resort overnight unless a special permit, not to exceed twenty-four (24) hours, is displayed on the windshield of the vehicle. Permit can be obtained from the General Manager in advance.
5. Tractor trailers (commercial) are not permitted into the Resort except for delivery of goods.

Amended 12-16-19 & 9.19.22

SECTION 11 – TOW DOLLY & TRAILER USE

11.A RESTRICTIONS

1. Trailers transporting vehicles and other personal items will not be parked on the Resort common area, i.e., roadways, parking lots, or green belts (grass) overnight, or at any other time, except to load or unload, which time shall not exceed one (1) hour.
2. Trailers used for the following purpose are not permitted to remain on any lot prior to sunrise or after sunset.
   a. Transporting of off-road vehicles and off-loading of vehicles is not permitted.
   b. Transporting golf carts.
   c. Transporting construction tools or materials.
   d. Combination trailers for cars and boats.
   e. Trailers having an open or tall metal structure.

11.B PERMITTED TRAILERS

1. Only licensed trailers that transport motor vehicles are permitted, subject to the following limitations:
   a. One (1) single-axel dolly (licensed or unlicensed) may be parked on a lot at any time, provided it is completely parked on the concrete pad, directly behind the RV.

SECTION 12 – STAGING AREA

12.A PERMITTED VEHICLES

1. RVs permitted within the Resort, as defined in the A&A Rules, Section 2.A.
2. Trucks or other vehicles on which trailers or 5th wheels are attached.
3. Visitor trucks, RVs, or other licensed passenger vehicles.
4. Resort vehicles (golf carts) are used for sales, rentals, and staff use.
5. Passenger motor vehicles of prospective buyers and guests while visiting Sales/Rentals Office.
6. As more specifically identified in the A&A Rules, park trailers/destination trailers are not permitted within the Resort (See Section 2, Subsection A.5 of the A&A Rules).

12.B PARKING RULES

1. The staging area is primarily for parking RVs while the guests are registering and is not intended to be used as a long-term parking or storage facility.
2. No vehicle is allowed to park overnight in the staging area without a temporary parking permit issued by security. A temporary parking permit for up to 72 hours may be issued by security. Any request for parking in excess of 72 hours must be requested from and approved by the General Manager or his/her designee. Parking is based on the availability of two designated spaces.
3. Guests arriving after 10:00 p.m. with prior reservations will be allowed to park overnight in the staging area.
4. The exit road turnout is for temporary parking and is restricted to thirty (30) minute parking. Engines must be shut off while the unit is parked in this area. Only the General Manager or the Security Chief may authorize parking in those areas in excess of 30 minutes.

SECTION 13 – BICYCLES, PEDESTRIANS, AND SKATERS

13.A BICYCLES, PEDESTRIANS, AND SKATERS

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

13.B PEDESTRIANS, ROLLER & IN-LINE SKATERS

1. Pedestrians shall walk or jog against traffic on the left side of the road.
2. Pedestrians who walk or jog at night must carry a lighted flashlight.
3. Skaters shall yield the right-of-way to motor vehicles at all times and skate on the right side of the road going with the traffic.
4. All paths (except those accessing the golf course) are for pedestrian use only.

13.C MISCELLANEOUS

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

SECTION 14 – VENDORS/CONTRACTOR RULES

14.A VENDORS/CONTRACTORS DEFINED

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

Adopted 9-20-21

14.B REQUIREMENTS

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

Adopted 9-20-21

14.C FEES

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

Adopted 9-20-21

14.D PERIODS OF INACTIVITY

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

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

Adopted 9-20-21

14.E TRAFFIC/COMMUNITY RULES VIOLATIONS

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

14.F QUIET HOURS

1. Work will not be allowed prior to 7:00 a.m. during the week, Monday – Friday, and 9:00 a.m. on Saturdays.
2. There will be no vendor activity in the Resort on Sundays, except in the case of an emergency.
3. All vendor work and activity will stop, and vendors will be off the property by 6:00 p.m. daily. Note: This means off the property and not in the process of cleaning up to leave.
4. On the prescribed holidays noted below, there will be no vendor activity in the Resort except in the case of an emergency:
   a. Christmas Day
   b. New Year's Day
   c. Thanksgiving Day
   d. Labor Day
   e. Independence Day
   f. Memorial Day

14.G ENFORCEMENT

1. Vendors found in the Resort during the quiet hour time noted above will be escorted off the property by Security.
2. A second offense will result in the vendor being escorted off the Resort property and not allowed re-entry to the Resort until specific authorization is granted by the Resort General Manager.

14.H ADDITIONAL RULES

1. All work sites will have the approved permit posted and in plain sight, before any work starts, all work will be stopped if the permit is not properly posted.
2. All curbside parking will be marked with traffic cones to assist with traffic safety.
3. All sites with any kind of heavy construction/destruction will be cordoned off for safety.
4. Only the necessary number of vehicles to facilitate the effective completion of the job will be at work site. All others will be parked in a location designated by Security or of the property.
5. At no time will a vendor allow his equipment to create a barrier to the safe ingress or egress of normal traffic or emergency vehicles.

6. At no time will a vendor or his employees leave their vehicles or equipment unattended at the work site.
7. At no time will the vendor leave his equipment in the Resort overnight.
8. At no time will the vendor use an opposing lot or Resort common area as a staging area for materials, only the lot being worked on will serve as the staging area for supplies and/or materials, otherwise the materials will need to be kept off-site until needed.
9. The vendor will not allow any run-off of materials such as chemicals, concrete, etc., to enter into the irrigation water system of the Resort via the gutter system. All waste will be contained, cleaned up, and removed off the property by the vendor.
10. Vendor will ensure that the work site is kept safe at all times for the residents around the site.
11. All dust will be controlled by the vendor to ensure that the neighboring residents and their property are not adversely affected.
12. All vendors will ensure that the work site is properly cleaned up and made safe at the end of each workday.
13. Vendors will not touch any Resort related:
    a. Irrigation systems
    b. Fresh water lines
    c. Electrical lines and/or fixtures
    d. Landscaping fixtures or plantings

    NOTE: Any work needed to re-route any water or electrical items or the removal of any landscaping features that belong to the Resort will require a request and approval to have these items taken care of. Any approved work will be accomplished by resort staff members, unless otherwise directed by Management.

14. Any concrete deliveries in excess of four (4) sq. yards per load will need to be pre-approved during the permit process.
15. Vendors will attempt to notify the neighbors of any pending loud noise construction items and when they are expected to occur and for how long they will go on.

SECTION 15 – STANDARDS OF CONDUCT

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

15.A CONDUCT

1. Improper conduct by a member-owner, their family member(s), or guest(s) which:
   a. Tends to injure the good name of the other member-owners, or the association, its directors, officers, agents, or employees in the performance of their designated duties.
   b. Disturbs said association's well-being or
   c. Hampers the association's representatives in their work is a violation of the intent of the provisions of the association's CC&Rs.
2. Such prohibited improper conduct directed toward, or in the presence of, an association representative or between member-owners shall also, include the following:
   a. Profanity and abusive language.
   b. Threatening or offensive gestures and words.
3. Guests of member-owners who subject other member-owners, tenants' guests of members, and association representatives to the improper conduct cited in Sections 1 and 2 above, are to be summarily evicted from the Resort by Security or by a peace officer.
4. Disciplinary action may be taken against a member-owner or their family member(s) for violation(s) of these Rules & Regulations.

15.B VANDALISM

Vandalism will be punished to the fullest extent of the law. Removing or altering any signs in the Resort will not be tolerated. Moving exercise equipment, tennis court equipment, golf course markers, or equipment or signs is punishable by immediate fines established by the Board of Directors. Tampering with Resort equipment is prohibited.

15.C SEXUAL HARASSMENT

1. It is the policy of this association that all Owners, guests, agents, and employees shall adhere to a standard of conduct that is respectful, courteous, and professional. Harassment or discrimination on the basis of sex or race is a violation of Section 703 of Title V22 of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1972.
2. Sexual harassment is defined (EEOC Part 1604) as unwelcome sexual advances, request(s) for sexual favors, and other verbal or physical conduct of a sexual nature when:
   a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
   b. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual(s).
   c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

15.D DISCRIMINATION

1. Discrimination is defined as unequal treatment of employees or applicants for employment without adequate justification based on race, religious creed, color, national origin, ancestry,

physical/mental handicap, medical condition, pregnancy, marital status, sex, age, political beliefs, or other non-merit factors.

2. Discrimination is illegal.
3. Examples of acts of discrimination which will not be tolerated include:
   The use of verbal derogatory comments, slurs, or jokes, derogatory pictures, cartoons or posters, and actions which result in an employee being treated unequally.

SECTION 16 – MISCELLANEOUS RULES

16.A SIGNIFICANT OTHER

1. "Significant Others," sometimes referred to as domestic partners, are two adults (2) who are not married and have chosen to share one another's lives (living together).
2. The Board has established that "significant others" should have the same rights and responsibilities as married couples/spouses with regard exclusively to the use and care of all the facilities, sports, and entertainment at ORPS, to include, without being limited, golf, tennis, pickleball, the fitness center, the clubhouses, the pools, and the Owners' Lounge.
3. For ORPS purposes only, to establish such as relationship, the owner of the record must file with the ORPS Owners' Association a "Declaration of Significant Other" naming the significant other. The Declaration of Significant Other is attached and incorporated herein in this rule.
4. A "Significant Other" relationship as established herein shall be terminated upon one of the following events.
   a. The owner no longer owns a lot at ORPS
   b. The death of either party
   c. The written notice to ORPS of termination of the "Significant Other", relationship by the owner.
5. A "Significant Other" is subject to all Governing Documents of the Association.
6. All other ORPS rules in conflict herewith are hereby rescinded to the extent of said conflict.

DECLARATION OF SIGNIFICANT OTHER

This is to declare that _____
is my significant other and as such has the same rights and responsibilities as married couples/spouses with regard exclusively to the use and care of all the facilities, sports and entertainment at ORPS, to include, without being limited, golf, tennis, pickleball, the fitness center, the clubhouses, the pools and the Owners' Lounge.

By: _____

(Print Name)

Signature: _____

Owner of Record and Lot #: _____

Date: _____

16.B MAXIMUM RV OCCUPANCY

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

1. Owners prior to April 26, 2017, are allowed to have up to six (6) individuals occupy the RV on an overnight basis (OCCUPANCY defined in the CC&Rs) until the Lot is sold to a new owner, at which time this provision expires.
2. Owners of record after April 26, 2017, and guests of Owners are allowed a maximum of three individuals remaining in the RV on an overnight basis. The exception is that a maximum of six individuals can remain in the RV overnight for up to 14 consecutive days in three (3) instance periods in a calendar year. Periods cannot run consecutively.
3. All tenants, either short- or long-term, may have a maximum of six individuals remain in the RV overnight for up to 30 days, **one** (1) instance per calendar year.

16.C WASHER/DRYER USE

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

16.D EXTERIOR CLOTHESLINE

Exterior clothesline may be used in a location in the backyard of a lot at times and in a manner to reduce and limit visibility from adjacent properties and the common areas. Clotheslines or drying racks must be set back a minimum of 20 feet from the front property line and be located on the patio side of the lot. Any clotheslines or drying racks that will be permanently installed must follow the architectural review process and obtain approval prior to installation. Clotheslines and drying racks may not include any stairs, railings, awnings, or other exterior portions of the RV.

16.E COMPLIANCE WITH LOCAL, STATE, OR FEDERAL RULES/REGULATIONS

Owners are to comply with any restrictions or regulatory rules that are enacted by any local, state, or federal agency. The Association has the right, but not the obligation, to enforce these restrictions or regulatory rules even if the entity itself does not enforce them.

16.F BUSINESS REGULATIONS

Conducting any business or trade is prohibited, except that an Owner or Occupant residing in a Dwelling Unit may conduct business activities that are commonly conducted within residential areas within the Dwelling Unit as long as:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Dwelling Unit.
2. The business activity conforms to all zoning requirements for the properties.
3. The business activity does not involve visitation to the lot or Dwelling Unit by clients, customers, suppliers, or other businesses invitees or door-to-door solicitation of residents of the properties, etc.
4. The business activity is consistent with the residential character of the properties and does not constitute a nuisance, or hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

16.G SIGNS, FLAGS, AND BANNERS

1. For Sale/For Rent Signs

1. Up to two signs per lot may be displayed on one stake: One ORPS Rental sign and/or one Lot For Sale Sign. Each sign will be sized as required under Section 13.B (9" high by 12" wide), affixed to one stake, and butted up next to each other (one on top of the other) to give the appearance of one sign. All other requirements of this section apply. (CC&Rs, Article VI, Section 7)
2. Sign requirements:
   a. Official signs, purchased from the association, must be used.
   b. Signs must be made with a beige background and dark green letters.
   c. The allowed size is 9 inches by 12 inches.
   d. Signs must have spaces for a telephone number and Lot number only.
3. Sign placement:
   a. A sign must be attached to a stake unless it is placed in/on a vehicle.
   b. Signs must be placed at the front of the Lot between the street and the palm tree, or in/on a vehicle.
   c. Maximum height from the ground to the top of the sign can be no higher than 30 inches.
   d. Signs may not be fastened to a tree.
   e. Signs cannot be placed on any Lot for any commercial purpose.
4. Owners and renters may not display signs on the Common Areas. The General Manager is responsible for the approval of the placement of signs on the Common Areas.

2. Political Signs – Local, State, and National Elections

a. Owners may not install signs, flags, or banners on any portion of the Common Area.
b. An Owner may display a single political sign, flag, or banner on their lot no more than 60 days prior to an election. Any sign, flag, or banner so installed must be removed within 10 days following an election.
c. No sign, flag, or banner may be illuminated.
d. No sign, flag, or banner may be installed in a manner that poses a visibility hazard or in a manner that may result in a threat to public health or safety.
e. A sign may not exceed 9 square feet in size. A flag or banner may not exceed 15 square feet in size.
f. A sign, flag, or banner may not be painted on any surface of an RV or lot, made of flora, balloons, lights, roofing, siding, paving materials, or similar building, landscaping or decorative components.
g. A sign, flag, or banner must be properly secured and/or installed and may be displayed free-standing on a lot, or from a window or door of an RV.

3. Internal Elections – Outdoor Resort Palm Springs

a. Signs and other materials advocating candidates for Board of Directors vacancies shall comply with the above provisions 1.a – 1.g for placement of signs or banners on an Owner's lot.
b. Signs may be displayed on golf carts within the Resort.
c. Information regarding initiatives brought to the membership for ballot approval and information communicating the qualifications of candidates for Board Director will be posted at El Saguaro and La Palma on easels, Election materials are not authorized on the bulletin boards at the satellites due to bulletin board size limitations. With the advance approval of the

General Manager or Board of Directors, election materials may be authorized in other areas of the Common Area for a limited duration with the following considerations:

- For Board of Director elections, equal access must be provided to all candidates.
- Approval will be authorized for a specific period of time and must be removed on the date specified. Approval will take into account factors including:
    a. Size of the materials to be posted.
    b. Quantity (normally limited to one page).
    c. Surface on which the materials are to be posted, ensuring no damage to any Common Area will occur.
    d. Secured to minimize litter pollution.

4. Non-Commercial Signs

a. No attachments of any kind to a Washingtonia Palm with the ONLY exception being:
    i. Lights per A & A Rule Section 5.M.B Tree Lighting
    ii. A maximum of two official country flags, neither being greater than 18 sq. ft. in size can be flown (no hybrids).
    iii. The attachment of one or two flag holders can be no higher than between 6 to 8 feet.
    iv. Security cameras and security lights on the back of the Palm are acceptable providing they are not directly visible from the street.

b. All other non-commercial signs, flags and banners must comply with the following:
    i. Only one (1) garden banner, no more than 2½ sq. ft. in size, of a sports team, military branch or seasonal/holiday theme may be placed within the 15-foot setback at the front of the lot. All other non-commercial signs, flags, or banners must be placed at least 15' from the front and/or rear property lines.
        - Holiday theme banners within the 15-foot setback are allowed starting one week prior and one week after the holiday.
    ii. The top of any non-commercial signs, flags, or banners, not on the Washingtonia palm, must be no higher than the height of the roofline of the RV on the lot.
    iii. All non-commercial signs, flags, or banners must be professionally made. No hand-made signs, flags, or banners.
    iv. All non-commercial signs, flags, or banners must be kept in aesthetically acceptable condition.

5. Enforcement

Any sign, flag or banner installed in violation of any of these provisions must be immediately removed by an Owner upon notice by the Association. If an Owner fails or refuses to remove an item in violation of this policy, the Association will enter the lot and remove the flag, sign or banner pursuant to Article 12, Section 15.1 (H) of the CC&Rs. Any costs associated with removal of the item in violation or any enforcement or legal action to compel removal of the item in question will result in a reimbursement assessment levied against the Owner pursuant to Article 5, Section 5.6 (A)(2) of the CC&Rs.

Amended 9-19-22

16.H EXIT GATE ARM POLICY

1. The exit arm is kept in the down position year-round. A Prox card is required to exit the Resort 24 hours a day, 7 days a week. All persons exiting the Resort will need to swipe their Prox card or paper guest pass to exit the Resort.
2. To facilitate traffic flow out of the Resort and minimize waiting times, it is mandatory that

Owners, Renters, Vendors, and Guests have their prox cards or passes with them whenever they intend to exit the Resort. Any persons wanting to exit without a Prox card or guest pass in their possession will be required to show a photo ID to confirm their identity with the gate guard on duty.

3. Vendors will be issued a Prox card to be used/scanned when they exit the Resort.
4. All utility/cargo trailers and trucks are subject to inspection upon exiting the Resort.

Adopted 9-20-21, Amended 7-18-22

16.I SURVEILLANCE CAMERA & INCIDENT REPORT POLICY

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

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

Adopted 9-20-21

SECTION 17 – ELECTION RULES

17.A APPLICABILITY OF ELECTION RULES

1. These Election Operating Rules shall apply to elections required to be held by secret ballot pursuant to *Civil Code* Section 5100(a). The Board of Directors may, in its discretion, also determine to apply these Election Operating Rules to govern an election on any topic that is not expressly required by statute to be conducted by secret ballot.

17.B ACCESS TO ASSOCIATION COMMUNICATIONS

1. All candidates or Members advocating a point of view shall have equal access to all Association media, newsletters, and websites during a campaign for purposes reasonably related to that election. Equal access may include no access to any candidate or Member.
2. The Association will not edit or redact (black out) any content from communications set forth in Section 2. The Association may include a statement that the candidate or Member, and not the Association, is solely responsible for the content of the communication.
3. Candidates, including those who are not incumbents, and Members advocating a point of view reasonably related to the election, shall have equal access to any Common Area meeting space, if any exists. This access shall be provided at no charge for purposes reasonably related to the election, except that the Association may implement procedures for reserving Common Area meeting spaces, and access may not be provided if the area is already in use or has already been reserved.

17.C CANDIDATE QUALIFICATIONS

1. Qualifications for candidates to the Board of Directors shall include:
   a. Candidates must be Members of the Association. Any Member that is not a natural person (such as a corporate Member) may appoint a natural person to be a candidate on its behalf.
   b. If the candidate, if elected, would be serving on the Board at the same time as another Member who holds a joint ownership interest in the same separate interest parcel as the candidate and the other Member is either properly nominated for the current election or an incumbent Director, the candidate may be disqualified.
   c. Candidates must <u>not</u> be delinquent in the payment of any regular or special assessments, with the exception of Members who have entered into a valid payment plan with the Association and are in compliance with such plan.
   d. Candidates must have held membership in the Association for at least one (1) year prior to the date of the election.
   e. Candidates must not have been convicted of a crime that would prevent the Association from obtaining or maintaining the insurance coverage required by *Civil Code* Section 5806 as to that candidate should he or she be elected.
2. Sitting Directors must comply with the candidate qualifications listed in Section 5. Any Director who fails to satisfy the candidate qualifications shall be disqualified from continuing to serve as a Director. In addition, a Director who ceases to be a Member of the Association shall be disqualified from continuing to serve as a Director.

17.D NOMINATIONS

1. At least thirty (30) days prior to the deadline for submission of candidacy nominations, the Association shall provide Members with notice (via general delivery) of the procedures and deadlinefor submitting a candidacy nomination.
2. Procedures for nomination of candidates to the Board shall allow for a Member to nominate himselfor herself and shall be consistent with the Governing Documents.

17.E VOTING

1. At least thirty (30) days prior to the mailing of ballots in an election of Directors or a recall election, the Association shall prepare:
   a. A candidate registration list that includes the name and address of each person nominated as a candidate for election to the Board; and
   b. A voter list that includes the name, voting power, mailing address (if different from the separate interest address), and separate interest address or parcel number for each Member, and identifies which Members will vote by electronic secret ballot and which Members will vote by written ballot (if applicable).
2. Members have the right to inspect and verify the accuracy of their individual information on both lists identified in Section 10. Errors reported to the Inspector(s) of Elections shall be corrected within two (2) business days.
3. The Board may, but is not required to, set the date the ballots are mailed or otherwise delivered as the "voting cut-off date" to establish membership status for voting.
4. Every Member of record shall have the right to vote, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
5. The voting power of each Member shall be as described in the Association's Bylaws and/or Declaration.

17.F INSPECTOR(S) OF ELECTIONS

1. Inspector(s) of Elections (i.e., independent third parties) shall be appointed by the Board. The number of Inspector(s) of Elections shall be one (1) or three (3). If there are three (3) Inspectors of Elections, the decision or act of a majority shall be the decision or act of all.
2. The following persons may <u>not</u> serve as Inspector(s) of Elections: Board Members, candidates, persons who are related to Board Members, persons who are related to candidates, or any party who is currently employed or under contract with the Association for compensable services.
3. The following persons are independent third parties and <u>may</u> serve as Inspector(s) of Elections: Any third-party person or company hired by the Association solely for this specific purpose. Association Members may serve as Inspector(s) of Elections if they are not a Director, a candidate, or a person related to any Director or candidate.
4. Independent third parties may be compensated for performing Inspector(s) of Elections services. Association Members, however, are not entitled to compensation for serving as Inspector(s) of Elections.
5. Inspector(s) of Elections may appoint and oversee additional independent third parties to verify signatures and to count and tabulate votes, provided that the persons appointed are independent third parties who meet the requirements in Sections 16 and 17 above.
6. The Inspector(s) of Elections are charged with performing the following duties:
   a. Determine the number of memberships entitled to vote and the voting power of each.
   b. Determine the authenticity, validity and effect of proxies, if any.

c. Receive ballots or determine a location where ballots are to be delivered.
d. Verify the Member's information and signature on the outer envelope. For mailed ballots, the Inspector(s) may verify the Member's information and signature on the outer envelope prior to the election;
e. When conducting an election by electronic secret ballot, ensure compliance with the following:
    i. Each Member voting by electronic secret ballot shall be provided with all of the following:
    - A method to authenticate the Member's identity to the internet-based voting system.
    - A method to transmit an electronic secret ballot to the internet-based voting system that ensures the secrecy and integrity of each ballot.
    - A method to confirm, at least thirty (30) days before the voting deadline, that the Member's electronic device can successfully communicate with the internet-based voting system.

    ii. Any internet-based voting system that is utilized shall have the ability to accomplish all of the following:
    - Authenticate the Member's identity.
    - Authenticate the validity of each electronic secret ballot to ensure that the electronic secret ballot is not altered in transit.
    - Transmit a receipt from the internet-based voting system to each Member who casts an electronic secret ballot.
    - Permanently separate any authenticating or identifying information from the electronic secret ballot, rendering it impossible to connect an election ballot to a specific Member.
    - Store and keep electronic secret ballots accessible to elections officials or their authorized representatives for recount, inspection, and review purposes.

f. Hear and determine challenges and questions in any way arising out of or in connection with the right to vote.
g. Count and tabulate all votes.
h. Determine when the polls shall close, consistent with the Association's Governing Documents.
i. Determine the tabulated results of the election or balloting.
j. Report the tabulated results of the election or balloting promptly to the Board of Directors to ensure that the Board can publicize the results to the Members within 15 days of the election.
k. Retain the ballots, signed voter envelopes, voter list, proxies, candidate registration list, and the tally sheet of votes cast by electronic ballot (if applicable) at a location designated by the Inspector(s) of Elections pursuant to *Civil Code* Section 5125.
l. Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with *Civil Code* Sections 5100 – 5145, the *Corporations Code*, and these Election Operating Rules to the extent not in conflict with *Civil Code* Sections 5100 – 5145.

17.G ELECTION PROCEDURES

1. After the deadline for submission of candidacy nominations, and at least thirty (30) days prior to the mailing of ballots, the Association shall prepare the candidacy registration list and voter list,

pursuant to Section 10 above.

2. At least thirty (30) days prior to the mailing of ballots for an election of Directors or a recall election, the Association shall provide Members notice of the following (via general delivery):
    a. The date, time, and physical location for the return of ballots;
    b. Where electronic secret ballots are used, the date and time by which electronic secret ballots are to be transmitted to the internet-based voting system and preliminary instructions on how to vote by electronic secret ballot upon commencement of the voting period;
    c. The names of all candidates that will appear on the ballot;
    d. The date, time and location of the meeting at which quorum will be determined and at which ballots will be counted;
    e. If the Governing Documents require a quorum for election for Directors, then a statement that the Association may call a reconvened meeting to be held at least twenty (20) days after a scheduled election if the required quorum is not reached, at which time the quorum of the membership to elect Directors will be twenty percent (20%) of the Association's Members, voting in person, by proxy, or by secret ballot. This shall not apply if the Association's Governing Documents provide for a quorum lower than twenty percent (20%).
3. At least thirty (30) days prior to the deadline for voting, the Inspector(s) of Elections or Association shall mail or otherwise deliver ballots to the Members. Within this same timeframe, a copy of these Election Operating Rules shall be provided to the Members either:
    a. By mail with ballots; or
    b. By posting to a website and including the corresponding website address on the ballot together with the phrase in at least 12-point font "The rules governing this election may be found here: . . ."
4. The voting period for elections shall commence when the notice of the meeting and/or ballots have been mailed/ delivered to all Members and shall terminate as stated in the notice and/or ballot or as determined by the Inspector(s) of Elections, consistent with the Governing Documents.
5. The form and content of election materials, i.e., secret written ballot, envelopes, proxies, etc., shall conform to the requirements of the *Civil Code*.
6. No Member shall be denied a ballot, unless the Board adopts the voting cut-off date and an individual was not a Member of Record as of that date.
    a. No person who holds a valid general power of attorney for a Member shall be denied a ballot, if requested.
    b. A ballot cast by a person who holds a valid general power of attorney for a Member shall be counted if received timely by the Inspector(s) of Elections.
7. Once a ballot has been received by the Inspector(s) of Elections, it shall be irrevocable. If proxies are allowed and a Member submits both a proxy and a ballot to the Inspector(s) of Elections, the ballot will supersede the proxy.
8. The authenticity, validity and effect of proxies submitted by Members shall be determined by the Inspector(s) of Elections, consistent with the Association's Governing Documents and California law.
9. Proxies may not be used in lieu of a ballot. Proxies may be revoked by the Member prior to receipt of the ballot by the Inspector(s) of Elections.
10. Votes shall be counted and tabulated by the Inspector(s) of Elections or their designee(s) in an open area at a properly noticed open meeting of the Board or Members. Any candidate or other Member may witness the counting and tabulation of the votes. To ensure anonymity of the voting, Members must stand at least five (5) feet away from the Inspector(s) of Elections or their designee(s) during the tabulation process. Members are prohibited from speaking to the Inspector(s) of Elections or their designee(s) during the tabulation process or interrupting the tabulation process in any way.

a. If the meeting is being conducted by video conference as a result of a disaster or emergency in accordance with Civil Code Section 5450, a camera must be placed in a location such that Members can witness the Inspector(s) of Elections and their designee(s) count and tabulate the votes.
b. Except as permitted by Civil Code Section 5450, the tabulation meeting may not be conducted solely by teleconference (including video conference). Notwithstanding, the meeting may be conducted by teleconference (including video conference) if a physical location is identified in the meeting notice where Members can attend to view the tabulation.

11. Notice of the tabulated results of the election shall be provided to the Members (by general delivery) within fifteen (15) days of the election.
12. Ballots, signed voter envelopes, the voter list, proxies, the candidate registration list, and the tally sheet of votes cast by electronic ballot (if applicable) shall be retained in the custody of the Inspector(s) of Elections or at a location designated by the Inspector(s) of Elections as set forth in Civil Code Section 5125, at which time custody shall be transferred to the Association.
13. If there is a recount or other challenge to the election process, the Inspector(s) of Elections shall, upon written request, make the ballots available for inspection and review by an Association Member or his or her authorized representative, at a location and time as determined by the Inspector(s) of Elections. The recount shall be conducted in a manner that preserves the confidentiality of the vote. The candidate or Member requesting the recount shall be responsible for any and all costs related to the recount, including compensation to the Inspector(s) of Elections, if applicable.
14. Directors shall be required to comply with the qualifications set forth in Section 5, above, during such Director's term on the Board.

17.H ADJOURNED AND RECONVENED ELECTION OF DIRECTORS

1. In any election of Directors, if a meeting to tabulate ballots cannot be held for lack of quorum, the Association may choose to adjourn and reconvene the meeting at a date, time, and location at least twenty (20) days after the adjourned proceeding. At such reconvened meeting, the quorum for the election of Directors shall be twenty percent (20%) of the Association's voting Members present in person, by proxy, or by secret written ballot received.
2. No fewer than fifteen (15) days prior to such reconvened meeting, the Association shall provide general notice of the Membership meeting, which shall include:
   a. The date, time, and location of the meeting.
   b. The list of all candidates.
   c. A statement that twenty percent (20%) of the Association voting members present or voting by proxy or secret ballot will satisfy the quorum requirements for the election of Directors and that the ballots will be counted if a quorum is reached.

17.I ELECTION BY ACCLAMATION

1. If the number of qualified candidates is not more than the number of vacancies to be elected, as determined by the Inspector(s) of Elections, the Association may, but is not required to, consider the qualified candidates elected by acclamation if all of the following requirements of *Civil Code* Section 5103 are satisfied:
   a. The Association has held a regular election for the Directors in the last three (3) years. The three (3) year time period is calculated from the date ballots were due in the last full election to the start of the voting for the proposed election.
   b. The Association provides Members with individual notice (as described in *Civil Code*

Section 4040) of the election and the procedure for nominating candidates as follows:

An **initial notice** provided at least ninety (90) days before the deadline for submitting nominations. The notice shall include the information specified in *Civil Code* Section 5103(b)(1);
and
A **reminder notice** provided between seven (7) and thirty (30) days before the deadline for submitting nominations. The notice shall include the information specified in *Civil Code* Section 5103(b)(2).

c. Within seven (7) business days of receiving a nomination, the Association provides a written or electronic communication acknowledging the nomination to the Member who submitted the nomination.
d. Within seven (7) business days of receiving a nomination, the Association provides a written or electronic communication to the candidate with the information specified in *Civil Code* Section 5103(c)(2).
e. The notices described in Sections 37.c. and 37.d., above, may be combined into a single written or electronic communication if the candidate and nominator are the same person.
f. The Association permits all candidates to run if nominated, except for candidates disqualified from running pursuant to *Civil Code* Section 5105(b)-(e).
g. The Board votes to consider the qualified candidates elected by acclamation at a Board meeting for which the agenda items reflect the name of each qualified candidate that will be seated by acclamation if the item is approved.

17.J ELECTION BY ELECTRONIC SECRET BALLOT

1. The Board of Directors may, but is not obligated to, use an Inspector of Elections to conduct an election by electronic secret ballot, except for any election regarding regular or special assessments. An election may be conducted entirely by mail, electronic secret ballot, or a combination of both.
2. All Members for whom the Association has an email address are presumed to opt in to voting by electronic secret ballot unless they have opted out in writing to the Association. Any other Member may opt into voting by electronic secret ballot. To be effective, a request to opt out of or opt into voting by electronic secret ballot must be delivered in writing to the Association.
3. Members may change their preferred method of voting (i.e., electronic secret ballot or written secret ballot) no later than 90 days before an election.
4. If the Board elects to proceed with an election by electronic secret ballot, at least thirty (30) days before the deadline to opt out of voting by electronic secret ballot, the Association shall provide each Member individual notice (as described in *Civil Code* Section 4040) of the following:
   a. The Member's current voting method;
   b. If the Member's current voting method is by electronic secret ballot and the Association has an email address for the Member, the email address of the Member will be used for voting by electronic secret ballot;
   c. An explanation that the Member is required to opt out of voting by electronic secret ballot if the Member elects to vote by written secret ballot;
   d. An explanation of how a Member may opt out of voting by electronic secret ballot; and
   e. The deadline by which the Member is required to opt out of voting by electronic secret ballot if the Member elects to exercise that right.
5. Members who vote by electronic secret ballot must provide a valid email address to the

Association.

6. Electronic secret ballots and written secret ballots for an election shall contain the same list of items being voted on.
7. The Association is required to mail a written ballot only to a Member who has opted out of voting by electronic secret ballot or for whom the Association does not have an email address required to vote by electronic secret ballot.
8. The Association is not required to send an electronic secret ballot to a Member for whom the Association does not have an email address or who has opted out of voting by electronic secret ballot.
9. The Association shall deliver individual notice (as described in Civil Code Section 4040) of electronic secret ballots to each Member voting by electronic secret ballot thirty (30) days before the election. The notice shall contain instructions on how to obtain access to the internet-based voting system and how to vote by electronic secret ballot. An electronic secret ballot may be accompanied by or contained in an electronic individual notice.
10. If the Association conducts an election to approve an amendment of governing documents by electronic secret ballot, the Association may deliver, by electronic means, the text of the proposed amendment to those Members who vote by electronic secret ballot, in lieu of providing the text of the proposed amendment by mail. However, the Association shall also deliver a written copy of the text of the proposed amendment to those Members upon request and without charge. If a Member votes by written secret ballot, the Association shall deliver a written copy of the text of the proposed amendment to the Member with the written secret ballot.
11. A vote made by electronic secret ballot is effective when it is electronically transmitted to an address, location, or system designated by the Inspector(s) of Elections. A vote made by electronic secret ballot shall not be revoked.
12. A person, including a Member of the Association or an employee of the management company, shall not open or otherwise review any tally sheet of votes cast by electronic secret ballots before the time and place at which the ballots are counted and tabulated.
13. The Association's Annual Policy Statement prepared pursuant to Civil Code Section 5310 shall include the procedures to either opt out of or opt into voting by electronic secret ballot.

Restated 08-18-25

SECTION 18 - COLLECTION POLICY

1. Regular & Special Assessments
Regular Assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments shall be due and payable on the due date specified by the Board. Assessments, interest, late charges, collection costs and reasonable attorney's fees, if any are imposed are the personal obligation of the person who is the Owner of the subdivision interest at the time when the assessment or other charge fell due.

2. Right to Receipt
When an Owner makes a payment, the Owner may request a receipt, and the Association shall provide same which shall indicate the date of payment and the person who received such payment.

3. Overnight Payments
Payment of assessments may be made by overnight mail to the following address:
OUTDOOR RESORT PALM SPRINGS OWNERS ASSOCIATION
HOA Accounting Office
69-411 Ramon Rd. Cathedral City, CA 92234-3376

4. Application of Payments on Delinquent Assessments
Payments received on delinquent assessment accounts will be applied first to the regular or special assessments owed and then be applied to interest, late charges, collection costs, administration fees, attorneys' fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquent assessments.

5. Late Charge
Regular & Special assessments are delinquent (15) days after they become due. A late charge of ten percent (10%) of the delinquent assessment or ten dollars ($10.00), whichever is greater, may be applied if payment in full of any assessment is not received fifteen (15) days after the payment is due.

6. Additional Charges, Costs and Attorney's Fees
Pursuant to *Civil Code§5650(b),* the Association is entitled to recover reasonable collection costs, including reasonable attorney's fees, incurred in connection with collection of delinquent assessments. Costs may include, but are not limited to, publication, recording, posting, service and mailing.

7. Interest
Interest at the Annual rate of twelve percent (12%) may be charged on all sums due, that are thirty (30) or more days delinquent.

8. Pay or Lien Letter
Any Owner who is more than thirty (30) days delinquent in the payment of his or her assessments may be referred to the Association's management company or the Association's attorney for collection and will receive a pay-or-lien demand letter, via certified mail. The letter will be sent at least thirty 30 days prior to a Notice of Delinquent Assessment Lien being recorded against the delinquent Owner's property, and will notify the Owner of record in writing of the following pursuant to *Civil Code §5660 (a)-(f)*

a. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;
b. An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorney's fees, late charges and interest charges, if any;

c. The Owner's right to inspect the Association's records to verify the debt;
d. The Owner's right to request a meeting with the Board of Directors, as set forth below;
e. That the Owner will not be liable for late charges, interest and costs of collection if it is determined that the assessment was paid on time to the association;
f. The Owner's right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to its meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* §*5910*;
g. The Owner's right to request Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code 5935* before the association may initiate foreclosure against the Owner;

9. Owner's Dispute of Debt/Request for Meeting with Board Prior to Lien/Commencement of Small Claims Lawsuit.

Pursuant to *Civil Code* §*5660 (a)-(f) and 5658,* the Owner has the following rights:

a. Meet & Confer. Prior to recording a lien, the Association shall offer and, if so requested by the Owner, to participate in dispute resolution pursuant to the Association's meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* §*5910*.
b. Request to Meet with Board to Discuss Payment Plan. The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in Executive Session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed, no later than 15 days after the postmark of the pay or lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.
c. Payment Under Protest and Commencement of Small Claims Action. In addition to pursuing dispute resolution pursuant to Civil Code §5910 and 5935, pursuant to Civil code §5658, the Owner may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, and may thereafter commence an action in Small Claims Court provided the amount in dispute does not exceed the jurisdictional limits of that Court.

10. Lien/Notice of Delinquent Assessment

If the delinquent Owner does not bring their account current within (30) days of the Pay or Lien Demand Letter, and unless a dispute over such debt has been resolved or a payment plan has been entered into as set forth above, a lien will be recorded against Owner's property upon a majority of the Board voting to approve recording the Lien in an open meeting. The Board shall record the vote in the minutes of the meeting. Confidentiality shall be maintained by identifying the property by the parcel number in those minutes. The President or other person designated by the Association, including the Association's managing agent or the Association's legal counsel, shall sign the lien. The Lien shall include an itemized statement of the charges included in the amount of the Lien including the delinquent assessment(s) and all other sum owed, such as late charges, costs and reasonable attorneys' fees, a legal description of the property, the name of the record Owner, and the name and address of the trustee authorized to enforce the Lien by sale. A copy of the itemized statement of charges shall be recorded with the Lien. A copy of such Lien will be mailed to every person whose name is shown as an Owner of the separate interest in the Association's records within 10 days of the date the Lien is recorded. Upon receipt of a written request by an Owner (mailed in a manner indicating the Association has received the same such as by certified mail) identifying a secondary address to which the Owner wishes collection notices to be sent, the Association shall also send additional copies of any required collection notices to such secondary address. The Lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed.

Reasonable collection costs incurred in connection with preparing and recording the Lien may be included in the amount of the Lien.

11. Dispute of Charges After Lien

Prior to initiating foreclosure for delinquent assessments, the Association shall offer the Owner and , if so requested by the Owner, shall participate in the Association's" meet and confer" program (known as Internal Dispute Resolution or IDR) pursuant to Civil Code 5910 or Alternative Dispute Resolution (ADR) with a neutral third party pursuant to Civil Code 5935. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner (binding arbitration not available if the Association pursues judicial foreclosure.)

12. Foreclosure

If the delinquent Owner does not bring their account current after the Lien has been recorded, and after the foregoing offers of dispute resolution have been presented, a majority of the Board may vote to initiate foreclosure on the Lien, in an Executive session meeting of the Board The Board may only authorize foreclosure on a Lien for those regular or special assessments which are of an amount equal to or exceeding one thousand eight hundred dollars($1,800) exclusive of late charges, fees, costs of collection, attorney's fees or interest) or which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. Confidentiality shall be maintained by identifying the property by parcel number in those minutes.

The Board shall also vote to approve foreclosure on a Lien which vote shall occur at least thirty (30) days prior to any public sale of the Owner's separate interest property. The Board shall deliver notice of the decision to foreclose by personal service on the Owner or the Owner's legal representative, and by first class mail, postage pre-paid to non-occupant Owners at the most current address shown on the Association's books. These limits do not apply to timeshares or assessments owed by developers.

Non-judicial foreclosure will then be commenced by the Association's law firm pursuant to the CC&R's, and Civil Code 5700(a), 5710(a), 5735, and 5710(c)(1)-(2), and 2924, et.seq.as follows:

a. "Initiate Foreclosure"- Notice of Default and Election to Sell (NOD). A notice of Default and Election to Sell (NOD) will be recorded with the County Recorder's Office which puts property into foreclosure. The Association cannot continue with the non-judicial foreclosure on the property for ninety (90) days from the date the NOD is recorded. The delinquent Owner is responsible for all fees and costs incurred to initiate foreclosure in addition to the delinquent assessments, late charges and interest.
b. "Approve Foreclosure"- Notice of Sale. If the delinquency is not cured within ninety (90) days of the Notice of Default being recorded, and upon receipt of approval and authorization of the action by the Board pursuant to a vote, the attorney will proceed by recording, publishing and posting a Notice of Sale. The delinquent Owner is responsible for all fees and costs incurred to prepare, record, publish and post the NOS, in addition to the delinquent assessments, late charges and interest. 13. Partial Payments- Any assessment payments received from a delinquent Owner will be applied to that Owner's account. However, absent receipt of payment in full of all amounts due, the Association will proceed with any collection action initiated against the Owner's separate interest or the delinquent Owner personally pursuant to and consistent with the requirements of California statutory and case law unless the payments are remitted pursuant to a written payment plan approved by the Board.

13. Redemption

An Owner may redeem the property foreclosed upon by the Association by paying all amounts due and owing within ninety (90) days of the date of the foreclosure sale.

14. Lawsuit

The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorney's fees in connection with the lawsuit, in addition to the delinquent charges and other collection costs will be sought from the delinquent Owner.

15. Release of Liens Upon Payment

Within twenty- one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a Lien previously recorded was recorded in error, the attorney will prepare a Release of Lien which will be recorded by the County Recorder's Office and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic 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. 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.

SECTION 19 – ENFORCEMENT PROCEDURES

The Association has the right to enforce the Association's Governing Documents, including but not limited to the Second Restated Declaration, Bylaws, Policies, Architecture & Aesthetics Rules, and Rules & Regulations. This right includes requesting the violator cease the offending conduct, requiring corrective action, imposing fines, suspending privileges, levying Reimbursement Assessments, seeking legal remedies, or pursuing any other enforcement remedy available under the Governing Documents or applicable law.

Upon receipt of a written complaint or observation by Association staff, Security personnel, a member of the Board of Directors, a committee member, or any other authorized representative of the Association, Management will investigate an alleged violation of the Governing Documents. If a violation is verified, the Association may initiate enforcement action in accordance with this Section.

Nothing contained herein shall obligate the Association or Board of Directors to take enforcement action in every instance. The Board retains discretion to determine the appropriate course of action after considering the nature of the violation, prior history, impact on the community, available remedies, and the costs and benefits of enforcement.

19.A ENFORCEMENT PROCEDURES

1. Violations

a. **Courtesy Notice**

Upon verification of a violation, Management may provide the Owner with a courtesy notice identifying the violation and requesting correction within ten (10) days.

b. **Violation Notice**

If the violation is not corrected within the specified period or if the violation reoccurs, Management may issue a Violation Notice requesting correction within ten (10) days.

c. **Hearing**

If the violation remains unresolved, the Owner may be called to a hearing pursuant to Section 18.B.

d. **Immediate Action**

The courtesy notice and violation notice steps may be omitted when the violation is recurring, severe in nature, presents a health or safety concern, causes damage to Association property, or otherwise warrants immediate Board review.

2. Vehicle Violations

A person receiving a vehicle citation may pay the fine within fifteen (15) days. If he/she fails to pay the fine within fifteen (15) days, the responsible Owner will be called to a hearing for a formal levy of the fine.

19.B HOMEOWNER HEARING PROCEDURE AND DUE PROCESS RIGHTS

Prior to the imposition of a fine, Reimbursement Assessment, suspension of privileges, or other disciplinary action, the Association shall provide due process in accordance with California Civil Code §5855.

1. Notice of Hearing

The Owner shall be provided written notice at least ten (10) days prior to the hearing. The notice shall include:

a. Date, time, and location of the hearing;
b. Description of the alleged violation;
c. A statement that the Owner has a right to attend and present evidence.

2. Opportunity to Cure

Prior to being disciplined, the Owner shall have the opportunity to cure the violation by:

a. Correcting the violation and providing evidence of correction; or
b. Signing a written agreement with the Association outlining how and when the violation will be corrected. If curing the violation will take longer than the time between the hearing notice and the hearing on the violation, no discipline shall be imposed so long as the agreement signed by the Owner includes a financial commitment to cure the violation. The Association reserves the right to determine what adequately constitutes "financial commitment to cure the violation" and such determination shall be reasonable under the circumstances.

To demonstrate that the violation has been cured, the Owner may submit photographs, receipts, contractor statements, written explanations, or other documentation confirming that the violation has been resolved. To demonstrate a financial commitment to cure, the Owner may provide signed contracts, payment receipts, deposit confirmations, or other written evidence showing that steps have been taken to complete the cure. All such materials should be submitted to the Association in advance of the meeting so that the Board may consider them when determining whether to impose discipline.

3. Hearing Procedure

The Board may utilize the following hearing format:

a. Statement of violation;
b. Presentation of evidence;
c. Review of governing authority;
d. Statement by the Owner;
e. Board questions;
f. Final Owner statement; and
g. Board deliberation.

4. Board Decision

The Board will deliberate in executive session and shall notify the Owner of its decision in writing within fourteen (14) days following the hearing. If the violation is cured prior to the hearing, no discipline shall be imposed but a Reimbursement Assessment may still apply.

5. Post-Hearing

If, following the hearing, the Owner and the Board reach an agreement regarding matters such as whether a violation occurred or is ongoing, the method and timeline for curing the violation, the payment of any Reimbursement Assessment, or other terms of resolution, the Board shall prepare a written agreement reflecting the mutually agreed-upon terms. This agreement shall be signed by both the Owner and the Board.

If, following the hearing, the Owner and the Board are not in agreement, the Owner may request IDR in accordance with the Association's IDR Policy and *Civil Code* Section 5900, et seq.

19.C ENFORCEMENT GUIDELINES AND REMEDIES

1. Available Remedies

The Association may utilize one or more of the following enforcement measures:

• Courtesy Notice;
• Violation Notice;
• Vehicle Citation;
• Hearing before the Board;
• Monetary Fine;
• Reimbursement Assessment;
• Suspension of rights and privileges;
• Internal Dispute Resolution (IDR);
• Alternative Dispute Resolution (ADR);
• Legal action;
• Injunctive relief; and
• Any other remedy available under the Governing Documents or California law.

2. Standard Monetary Fines

Except for those violations that may result in an adverse health or safety impact on the Common Area or on another Owner's property, disciplinary fines imposed by the Association shall not exceed One Hundred Dollars ($100) per violation.

Each separate violation may be treated as an independent violation. Repeated violations may be treated as separate violations and fined separately. The Association has the right to impose individual fines for separate, identical violations identified in the same hearing notice. For example, if two noise violations are identified in the same hearing notice, the Association has the right to impose two separate fines. In addition, if the same conduct results in a breach of two or more rules, regulations, restrictions, or covenants of the Governing Documents, each Governing Document provision breached may be considered a separate violation. The Board has the discretion to determine the time interval after which the continued existence of a violation may be treated as a separate and new violation.

3. Health and Safety Violations

Pursuant to California Civil Code §5850(d), the Board may impose a monetary penalty exceeding One Hundred Dollars ($100) if the Board determines that the violation may result in an adverse health or safety impact to the Common Area or another Owner's property.

Prior to imposing a monetary penalty exceeding $100, the Board shall:
a. Make findings in an open Board meeting specifying the adverse health or safety impact of a violation; and
b. Record those findings in the Board's minutes.

Health and Safety fines will generally range from $500 to $10,000 depending upon the severity of the violation, the potential harm created, and other factors.

4. Reimbursement Assessments

The Association may levy a Reimbursement Assessment against an Owner for actual costs incurred by the Association, including but not limited to:

- Costs to repair damage to Common Area;
- Required maintenance, repairs and replacements on Lots that Owners have failed to perform;
- Attorneys' fees and costs where authorized by law; and
- Expenses incurred by the Association to obtain Owners' compliance with the Governing Documents.

Reimbursement Assessments are not disciplinary fines and are not subject to statutory limitations applicable to monetary penalties.

5. Suspension of Privileges

The Board may suspend Common Area privileges, recreational privileges, golf privileges, transponder access, access credentials/ proxy cards for Common Area facilities, and other rights and privileges.

19.D TOWING

The Association has the right to have any improperly parked vehicles removed from the Common Area and towed to the nearest public garage. Vehicles may be towed without proceeding through the enforcement procedure described above. The Association shall not be liable for any damages incurred by the vehicle owner because of the removal of a vehicle or for any damage to the vehicle caused by the removal, including without limitation the charge for towing and storage of the vehicle by the towing company, the cost of which shall be the responsibility of the owner of the vehicle.

Adopted 12-20-18 & Restated 10-19-26

SECTION 20 – ADMINISTRATION AND ENFORCEMENT

In accordance with Article 15 of the Association's CC&Rs, it is the obligation of each owner, lessee, licensee, guest, resident, and occupant to comply with the provisions of the Association's Governing Documents, including these Rules & Regulations.

Failure to comply with any of these rules shall be grounds for enforcement action by the Association, as set forth in the Association's Enforcement Policy.

Enforcement of these rules will be administered by the General Manager, his designee and/or Security staff.