

Rancho Monserate Country Club Homeowners Association, Inc.

PARK RULES AND REGULATIONS

Revised March 2021

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Rancho Monserate Country Club Homeowners Association, Inc.

PARK RULES AND REGULATIONS

I. GENERAL INFORMATION

A. Foreward

All residents of Rancho Monserate Country Club, commonly referred to herein as the "Park", are entitled to the peaceful enjoyment of their particular unit and all the Park facilities. These Rules and Regulations, approved by the Board of Directors of Rancho Monserate Country Club Homeowners' Association, Inc., hereinafter referred to as the Board, are established to preserve and protect the rights of all residents, by augmenting the Covenants, Conditions, and Restrictions, commonly referred to as the "Declaration", to cover special situations as they exist here in the Park. As a result, any given Rule or Regulation may not stand alone as the complete and final authority on any given subject. Residents must therefore, consult the companion article of the Declaration that each Rule supplements.

B. Definition of Terms

All of the terms and definitions set forth in Article I of the Declaration that are used herein, have the same meaning here as in the Declaration. The term "Resident" as used herein is defined as an Owner, Lessee or Tenant, occupying a unit in the Park on a temporary or permanent basis.

C. Soliciting

No non-resident soliciting shall be permitted within the Park.

D. Signs

Only one "For Rent" or "For Sale" sign shall be displayed in a unit window or attached to the unit. Said sign shall not exceed 180 square inches and may include no more than one rider and the mechanism with which the rider is attached within that 180 square inches. (10x18)

A small box or brochure holder for 8 ½ " X 11" descriptive Real Estate sale literature may be placed on the front porch or steps of the house. Free standing holders or signs on stakes are not allowed.

Open House signs may be posted on the day of the Open House only and must be removed that evening. All other signs are prohibited.

E. Trespassing

The Board is authorized to have No Trespassing signs installed at all entrances off Dulin Road to Park facilities, limiting entrance to residents and authorized persons only, stating any trespassers will be prosecuted per California penal code.

F. The Emergency Assistance plan (EAP)

The Homeowners Association of Rancho Monserate has an Emergency Assistance Plan in place.

The Plan is administered by the EAP Committee as approved by the Board of Directors. It is in the best interest of all residents to be familiar with the Plan, a copy of which is available at the homeowners business office, located in the RMCC Clubhouse.

- G. All donations, including memorial donations, in either cash or goods shall be submitted in writing to the Association and will only be accepted by a majority vote of the board. Acceptance of donations shall not be contingent upon display of any form of recognition of the donor.
- H. Smoking shall not be allowed in **any indoor common area facility** including but not limited to the 19th Hole patio area, enclosed portions of the tennis courts, pool and spa area or within twenty feet of the entrance to any indoor facility.

II. RESTRICTIONS ON USE OF UNITS

A. Used for residential purposes only

As provided in Declaration, Par. 6.1, no unit shall be occupied and used except for residential purposes by owners, their tenants, and social guests.

B. No temporary residences permitted

No tent, shack, trailer, recreation vehicle, basement, garage, outbuilding, or structure of a temporary character shall be used at any time as a residence, either temporary or permanent.

C. Number of persons limited

No more than two (2) persons, per bedroom, in any unit shall be permitted as permanent residents.

D. Rent or Lease Restrictions

A unit may not be rented or leased until one year has elapsed from close of escrow. The term of any new lease shall be for a term of six months. Then the lease is renewable with good cause for an additional one (1) year period. The lessor must request in writing an extension of the one (1) year right to lease and receive approval from the Association Board of Directors to renew the lease after the first six months.

E. No time-share arrangements allowed

No unit, or any portion thereof, in the Park shall be leased, rented, or used for, or in connection with, any time-share arrangement, as defined in the CC&R's Declaration 6.8.

F. Guests, Tenants and Care givers

For safety, security, and in the event of an emergency, the Board requires that residents having guests, tenants or care givers staying more than 30 days in a 12 month period of time to register all pertinent information at the business office.

Guest, Tenants and Care Givers are expected to register and abide by the Rules and Regulations of the Park.

G. Estate/Moving and Garage Sales

A one time estate/moving sale lasting not more than 2 days is allowed. Garage/Carport sales are not allowed.

III. PET POLICY

The following rules were adopted by RMCCHOA as the uniform guide to pet control in Rancho Monserate. These rules are enforceable by the Management Company, as agent for the Association, and since they conform to existing County Ordinances, are enforceable by the San Diego County Department of Animal Control. The purpose of this section is to comply with Civil Code §1360.5 while providing reasonable restrictions for a high-density senior community.

The word “pet” means any domesticated bird, cat, dog or aquatic animal kept within an aquarium. A pet is further defined as a house pet. Certified guide dogs, signal dogs and service dogs shall not be considered pets, however they must be registered at the Homeowners Office. Each unit may have two pets. **The following pets are disapproved for occupancy within the community: Pit bull, Pit bull-mix, Rottweiler or Rottweiler-mix, Doberman Pinscher, Wolf-hybrid, and all Reptiles.**

- A. **NO PET AREAS:** Pets are not permitted in any of the following areas: Clubhouse, 19th Hole, Chapel, Laundry Room, Golf Course, Tennis Courts, Pool Area, and the grassy areas between the Tennis Courts and the 19th Hole and by the Pond. Pets may not be walked on any portion of the common areas including streets, sidewalks and barrancas, not designated as a pet area or on any private property, other than your own.
- B. **PET-WALK AREA:** Dulin Road, the Maintenance Road, the River Bed and Pet Park, may be used for an exercise area, and all droppings must be cleaned up immediately. Pets **must be transported**, not walked to exercise areas. A pet(s), being walked in any of these areas must be restrained by a substantial leash and be in the charge of a person competent to restrain such pet.
- C. **RESPONSIBILITIES OF PET OWNER:** Prior to bringing any cat(s) or dog(s) into Rancho Monserate, the resident must obtain permission from the Association, execute a pet agreement, and provide proof of vaccinations and a photograph of the pet(s). All existing or replacement pets are subject to the same registrations requirements described above, namely execution of a pet agreement providing proof of vaccinations and a photograph of the pet(s). No person shall keep, maintain or permit within any dwelling unit under his control, or within the common area or on private property, any pet(s), which by sound or cry shall disturb the peace and comfort of the inhabitants of the neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property. Owner of an approved dog may not leave their dog unattended for more than 12 hours nor leave any pet(s) tethered to any structure outside the home. Any pet(s) found running at large on the common area or on private property, may be reported to the San Diego County Department of Animal Control. No person owning or having charge of any pet(s) shall permit any feces there from to remain within common area or on private property except in a proper trash receptacle. Whenever any animal, suspected of being vicious or has allegedly bitten someone, is reported to the Association, management shall report the facts to the San Diego

County Department of Animal Control. Pets may not be bred, raised, kept or trained for commercial purposes. Failure to abide by the Pet Agreement and these rules will subject the Unit owner to fines and other enforcement alternatives under the Rules Enforcement Policy, including without limitation, removal of the pet. In addition, the Association reserves the right to determine that any pet is a nuisance, based on the behavior of the individual animal and notwithstanding compliance with the Pet Agreement and these rules. Owners of pets determined to be a nuisance, will also be subject to fines and other enforcement alternatives, including but not limited to removal of the pet(s).

IV. GARBAGE AND REFUSE DISPOSAL

- A. Residents will assemble their rubbish, etc. in a plastic bag(s) and keep it in an appropriate sanitary container(s) out of sight.
- B. Cardboard boxes are to be broken down and tied for pickup.
- C. Collections will take place on a regular schedule, as established by the Board.
- D. The plastic bags, (black for trash, clear for recycle) are to be placed on each unit, adjacent to the street for pickup by 8 a.m. the morning of the pickup. If the bag(s) are not "at the curb" by the time the pickup takes place, it is the responsibility of the resident to take it to the dumpster.
- E. Access to the dumpster area is limited to the hours of 7 a.m. to 7 p.m.
- F. No hazardous waste is to be left at the Dumpster Site, but disposed of properly under the law.
- G. Unless approved by Park Management, no rock, construction materials or used appliances are to be deposited in or on the ground outside of the dumpsters.
- H. Contractors hired by residents must take all of their construction and/or landscape debris off site.
- I. Large homeowner projects must be taken off site for disposal.
- J. Residents, at their own cost, may contract to have a private bin placed in the trash area for their own material to be disposed of for an approved project with proper notice to Park Management including delivery and removal dates. Management must approve the location of the bin placement.

V. USE OF RECREATIONAL FACILITIES

All Members of Recreational Clubs or Organizations must be residents of RMCC.

A. Golf Course

1. The Greens Committee shall consist of five members, all of whom must be full-time owner/residents of RMCC and shall be appointed as follows: One person shall be appointed from the Senoras 9 Hole Golfers and one person from the Senoras 18 Hole Golfers. One person shall be appointed from the Men's 18 Hole Golfers and one person from the Men's 9 Hole Golfers. Each person shall be appointed from the active memberships of the above clubs by said clubs. The fifth member shall be appointed by the Board Liaison person and shall be a full-time resident/owner. The Liaison shall not have a vote. The committee serves in an advisory capacity to the Board liaison in matters involving the golf course operations. Duties include landscape and maintenance review, golf course rules and regulations, greens fee evaluation and capital improvement suggestions.
2. Basic rules applicable to the golf course are printed in the Rancho Monserate Golf Course Rule Book.
3. Play to start at No. 1 Tee. If a backlog exist on the No. 1 Tee and holes ahead are available, a "**Common Sense Rule**" shall apply. Example: If holes No. 2 and No 3 are open, go to hole No. 3, leaving an open hole between you and the group teeing off on hole No. 1.
4. No more than foursomes permitted. Special tournaments requiring closing of the course shall be approved by the Board.
5. Non-transferable memberships granting golf privileges will be issued to not more than two (2) resident persons in any one unit. Guests of a resident will be permitted on the golf course upon payment of the current fee as established by the Golf Committee. **All guests must be accompanied by a resident.** Guest register sheet is kept across from the Homeowners Office. **All residents, with guest, must sign this sheet before play.**
6. Golf Club Members shall display their golf identification tags on their golf bags. **All players must have their own golf clubs.**
7. All players must dress appropriately when using the Golf Course. Men must wear shirts. No T-shirts (underwear) or halter tops allowed or "Short shorts.". Only soft spiked golf shoes or soft soled shoes similar to tennis shoes are allowed on the golf course. Golf shoes with metal spikes are prohibited.

8. No person **under the age of 16 years** will be permitted on the golf course unless he/she remains in the golf cart at all times and is accompanied by a resident. Players under 16 years of age may be allowed to play after 2 p.m. on Fridays during **June, July and August** when accompanied by a resident. Junior Golf Organizational play and tournaments must be approved.
10. The Putting Green and Practice Cage are considered a part of the golf course and are closed until 2:00 p.m. on Mondays. Chipping onto the putting green is not allowed.
11. Golf Club members may invite guests, not to exceed two (2) foursomes per unit, including members. Special permission for a larger group requires approval in advance by the marshal.
12. **Players engaged in practice rounds may keep no more than two (2) golf balls in play.** This, however, will not be allowed if players behind are being held up. No additional practice chipping, putting, etc., is allowed on the main course.
13. Professional golf playing lessons are not permitted on the golf course, except for sponsored organizational events.
14. Retrieving balls that enter the lake is not allowed. Any person who causes damage to the lakeside rock dikes **will be held responsible** for their repair.
15. No carts may be closer than 15 feet of any green.
16. The Board may revoke golf privileges of any person violating the Golf Course Rules.
17. The following rules refer to restrictions for Handicapped Players:
 - a. Golfers may apply for a handicap flag under the following requirements:
 1. Resident has been issued a Handicapped Designation from the DMV; or
 2. A resident sustains a permanent disability and requests a Handicapped Designation from the Greens Committee; or
 3. A resident has need for a “temporary” Handicapped Designation. Under this condition, the resident may request this from the Greens Committee.
 - b. Should any resident wish to apply for a day permit for a Handicapped Guest Golfer, they can do so by contacting the Homeowners Office. Upon expiration of the day permit, it must be returned to the Homeowners Office.

- c. Handicapped Golfers must display the blue “Handicapped” flag at all times when on the golf course. Use of the handicap flag by other than the designated person shall result in cancellation of said flag after the normal enforcement process.
 - d. All applicants must sign and agree to follow all Golf Course Rules and those applicable to Handicapped Golf. Any violation of these rules will warrant disciplinary action by the RMCC Marshals.
18. Marshals: golf course marshals shall be responsible for the enforcement of all rules and regulations pertaining to the golf course, chipping green, putting green and the practice net area, including the lawn area between the cart path and the tennis courts.
- a. An appropriate number of Marshals shall be appointed sufficient for coverage of the above area. Marshals shall be identified by flags prominently mounted on their golf carts as well as signs on the golf cart windshields.
 - b. The Marshals shall be appointed from the active membership of the Men’s and Ladies Golf Clubs by the Greens Committee.
 - c. Marshals shall report any violations to the office.

B. Tennis Courts

- 1. Residents and their guests are permitted use of the tennis courts. Residents must accompany guests on the courts. Residents are limited to the use of one court when their guests are playing, and courts are not to be used for purposes other than tennis.
- 2. Non-marking tennis shoes are required. Proper tennis attire is preferred, and shirts must be worn.
- 3. No food, beverages, bottles, or glass containers are allowed on the courts.
- 4. Open Court Time
At least one court (sometimes both courts) are used daily, except Sundays, by residents from 8:00 a.m. to 11:30 a.m. Courts will be open for play to all residents and guests all other times.
- 5. Special Events Reservation
Reservations may be scheduled in advance by contacting the Tennis Club Social Chairman.

C. Swimming Pool

1. The pool and surrounding areas are not public facilities and are restricted for use by residents. Swimming pool rules and regulations are necessary for safety and sanitation reasons and must be adhered to by all persons.
2. **Pool Open Hours: (if the cover is on the pool, you can not use it)**
Dec. 1st to March 31st - 9:00 am to 3:00 pm
April 1st to June 15th - 9:00 am to 9:00 pm
June 16th to Sept. 15th - 7:00 am to 9:00 pm
Sept. 16th to Nov. 30th - 9:00 am to 9:00 pm
Kids Hours April 1st to Nov. 30th :
Monday, Tuesday, Friday, Saturday, Sunday - 3:00 pm to 7:00 pm
Wednesday & Thursday - Adults Only
Kids Hours Dec. 1st to March 31st:
Saturday & Sunday Only from 1:00 pm to 3:00 pm
3. Guests of residents may use the pool accompanied by their resident host.
4. No children under the age of 3, or any children wearing diapers of any kind, are allowed in the pool at any time, including Children's Hour.
5. The pool area may be closed at any time by the Board, due to weather conditions, operational difficulties, or other circumstances.
6. Any damage caused by an adult must be paid for by such adult, and any damage by a minor must be paid for by the parent, or by the resident who is responsible for the minor being on the premises.
7. No provision is made for securing and safeguarding personal property at the pool. The Board will not be responsible for the loss of, or damage to, personal property of any kind.
8. Only proper swimming attire may be worn.
9. Greaseless suntan lotion must be used instead of an oil-based type suntan lotion.
10. Tubes, water wings, play equipment, etc., are not permitted within the swimming pool area, except during those periods when children are allowed in the pool, or during exercise classes.
11. Residents are responsible for the conduct of their guests and guests' children.
12. Running, pushing, wrestling, ball playing, or any disturbance in or about the swimming pool area is prohibited.

13. No pets will be allowed in the swimming pool area.
14. Wheeled vehicles, except wheel chairs, will not be allowed in the swimming pool area.
15. Excessive use of intoxicants anywhere in the swimming pool area is strictly prohibited. Persons under the influence of alcohol will not be permitted in the swimming pool area.
16. No food may be brought onto the pool deck or into the pool.
17. Bottles or glasses are not allowed on the pool deck, or in the pool. Only plastic, paper, or metal containers are permitted.
18. Diving is not permitted.
19. The Board may refuse admission or eject any person from the swimming pool area if any of the foregoing Rules and Regulations or posted rules are not observed.

D. Jacuzzi

1. Residents wishing to use the Jacuzzi do so solely at their own risk.
2. Guests must be accompanied by a resident.
3. Posted rules must be observed.
4. The Board disclaims any responsibility for damage or injury caused by the use of the Jacuzzi or by malfunctioning of the pool or of any equipment at or about the pool.
5. Adults (18 years of age and over) only will be allowed in the Jacuzzi at any time.

E. Recreation Center

1. Recreation Center or "Center" as used herein, refers to the clubhouse facilities (including Kitchen, Pool Room, Library, Card Rooms, East and West Rooms, Fireside Room) 19th Hole, Chapel, and Patio. Only the Fireside Room, East Room, West Room, Card Room and Kitchen are available for use for parties or gatherings. The use of the Center is governed by the Board. This authority may be delegated on a day-to-day basis to a "Manager".
2. Residents may make a reservation for use of the Clubhouse, Chapel or Patio for social gatherings only, such as birthdays, anniversaries, etc upon payment of all applicable fees.

3. All requests must be made through the Homeowners Office only, specifying date, time, type of function, facilities to be used, i.e., Kitchen, Fireside Room, Patio, Chapel, etc.
4. Residents making the reservation will be responsible as follows:
 - a. The Fire Department has set a **limit of 100 persons** for the Clubhouse. This number must not be exceeded.
 - b. We do not have a Liquor License, so if you serve it, you assume the risk.
 - c. Resident will personally be held fully accountable for any damage or loss to the facilities, grounds, furnishings, and /or equipment during my use of the facilities requested.
 - d. Resident will personally ensure the appropriate conduct of my guests.
 - e. Returning furniture to original location after the party.
 - d. Setting up and returning folding tables/chairs (if used) to storage area, properly stacked.
 - e. Leaving all facilities used in a clean condition, including rest rooms.
 - f. Cleaning microwave, stove, and B-B-Q when used.
 - g. Being sure gas is turned off at the BBQ.
 - h. Removing ALL trash/garbage from facilities used and properly disposing of it at the dumpster.
5. ***Private Parties or Events Require:***
 - a. Completed “**Request Form**” one month before event.
 - b. Make a \$200.00 security deposit. Refundable id all conditions are met.
 - c. If the clubhouse tablecloths are used for any event there is a \$25.00 non-refundable fee.
6. ***Parties That Require Board Approval:***
 - a. A Park group or organization may sponsor a party to raise funds for an announced purpose.
 Tickets are sold and the proceeds are designated for the previously announced purpose.
 Any shortfall is to be covered by the sponsor.
 - b. A resident, on behalf of an outside group (e.g. commercial, service club, non-profit organization, charitable organization) wishes to reserve Park facilities.
A \$150.00 non- refundable rental fee is required. (Financial consideration may be given to non-profit and charitable organizations by the Board.)
7. Furniture is NOT to be moved OUTSIDE without permission from the office.
8. Candles, rice, birdseed, confetti or sparklers are not permitted.
9. Chapel is not available for use by outside organizations.

10. Pool tables, swimming pool, Jacuzzi, tennis courts, 19th Hole Building, Bocci Ball Courts, putting green, and golf course are not available for PRIVATE USE under any circumstances.

F. Pool Room and Library

The pool room and library are reserved for the use of residents and their adult guests. All users of the facilities shall be responsible for, and promptly pay for, all damage to the pool room and library or to any and all property therein or loss thereof, which takes place during use.

G. Maintenance Yard

This area is for the sole use of the maintenance personnel, except the compressed air and wash rack, which shall be available to all residents.

VI. VEHICLE RESTRICTIONS

- A. Speed limit within the park is **FIFTEEN MILES PER HOUR, TEN MILES PER HOUR** on maintenance road.
- B. On private park roads, pedestrians, electric or gasoline carts, and bicycles shall be granted the right-of-way at all times. Be aware that on Dulin Road, automobiles always have the right of way.
- C. Motorcycles and motor scooters owned and operated by owners or residents, may operate within the community, only to ride to and from the entrance directly to their residence. (3-10-21)
- D. All Golf Carts shall have the owners space number visible on each side of the cart. Numbers are available in the office **and must be a minimum of 3" high.**
- E. Golf Carts are not allowed in the 19th Hole patio area.
- F. Bicycles should not be left unsecured. Bicycles shall not be left in the street, or in any place which would constitute a safety hazard.
- G.. No commercial vehicles or equipment are to be parked or stored within the Park, except vehicles or equipment necessary for the maintenance of the Park. An exception to this rule may be granted by the Board, at their sole discretion, when the owner of the vehicle has no other means of transportation and the vehicle is used on a daily basis.
- H.. No overnight parking of any motor vehicles or golf carts can be permitted on the Park streets, for safety and fire protection reasons. Parking within reason will be permitted during daylight and evening hours only, but should be kept to a minimum so as to leave easy access for all types of vehicles. Someone must be present in order to move vehicles should the necessity arise. These

requirements will be strictly enforced and the expense of tow-away, without notice, must be borne by the car owner concerned. Visitors' or guests' vehicles which cannot be parked in compliance with the above rules must utilize designated public parking. Guests must be advised of this requirement.

- I. No resident parking in spaces marked Guest Parking Only.
- J. Conventional vehicles and golf carts only are authorized on off-street parking areas. Campers and camper frames, boats, trailers, etc. must be placed in the R.V. storage area. Utility connections to motorized trailers or campers will not be permitted in the Park.
- K. Car washing will not be permitted in the Park proper, including living units. Car washing facility is available across from the R.V. storage area.
- L. Except for emergency and delivery of morning newspapers, no commercial activity shall be permitted before 7 a.m.
- M. No person under age sixteen (16) may drive a golf cart in the Park unless accompanied by an adult.
- N. Dulin Road is a county road and is subject to all county restrictions.

VII. RECREATIONAL VEHICLE STORAGE LOT PARKING

- A. The R.V. lot is reserved for the use of residents currently residing in the park. Homeowners who have leased or rented their homes give this privilege to their tenants. If tenants wish to use the storage lot, the owner is responsible for the tenant to follow the RV Lot.
- B. As a condition of using the storage lot, the resident will agree to comply with the rules and regulations contained in the “RV Storage Lot Use Agreement” and sign the “Use Agreement Acceptance Form” attached to the agreement. This document contains additional rules and conditions for use of the lot and is available at the RMCC office. There is a \$25.00 refundable key deposit. Use of the lot without having signed the Use Agreement is a violation of Park Rules, and is punishable by the loss of privileges and/or payment of fines.
- C. The Storage Lot Chairman is directed by the RMCC Board to administer and enforce the rules contained in the “RV Storage Lot Use Agreement”. The Chairman or his/her designee will assign space in both storage lots in accordance with rules defined in said Agreement.
- D. Vehicles stored in the storage lot may not be used as a living accommodation.
- E. Visitors of residents are not permitted to store vehicles in the storage lot.
- F. RV's, Boats or Trailers may be parked at the owner's residence for loading and unloading if there is enough room left for the other residents to use the Park's roads. No overnight parking is allowed at the residence.

VIII. NUISANCES

- A. A nuisance is hereby defined as "any act, condition, thing, or person causing trouble, annoyance or inconvenience" which may interfere with the quiet enjoyment of any of the residents.
- B. Excessive noise is considered a nuisance and is prohibited. Examples include, but are not limited to:
 - 1. Loud music, T.V., or radio reception.
 - 2. Noisy parties.
 - 3. Barking dogs.
 - 4. Skates, skateboards, scooters and any other noise making play equipment within the Park are prohibited.
- C. The perpetrator of any infraction hereof is subject to discipline by the Board.

IX. ARCHITECTURAL CONTROL

- A. The Architectural Control Committee shall be appointed by the Board, and has the responsibility to interpret, clarify, and amplify the Declaration in accordance with the building codes and regulations established by State and County agencies having jurisdiction in such matters, and to establish guidelines for the protection of property values, assure continuity of existing architectural standards, and preserve present attractiveness for the benefit of all residents in the Park.
- B. No building, fence, wall, obstruction, outside or exterior wiring, balcony, screen, patio cover, tent, awning, carport, carport cover, improvement or structure of any kind shall be commenced, installed, erected, painted, repainted, or maintained on the property, nor shall any alteration or improvement of any kind, including landscape modifications be made thereto until the same has been approved, in writing, by the Architectural Control Committee.
- C. Restrict Contractor's work hours to: 8:00 am to 6:00 pm.
- D. Beware of and locate all underground utilities before digging.
- E. The complete architectural guidelines for the Park will be printed in handbook form and made available to all residents. The handbook may be revised and/or amended as conditions and circumstances warrant, on approval of the Board. Strict compliance is essential to maintain the high standards desired by all residents in the Park.

X. POWER EQUIPMENT AND VEHICLE MAINTENANCE

A. General Rules

- 1. Only hobby type uses of power equipment will be allowed on the Unit. The running of a commercial or manufacturing type business will be strictly prohibited.

2. Vehicle maintenance will be limited to that being performed by the resident as a hobby or that which is required by necessity to keep the resident's own vehicle operational.
3. The resident alone will be liable for any encroachment or breach of these rules and the Association will not incur any liability as a result of such breach.

B. Power Equipment Rules of Operation

1. Power equipment shall be defined by, but not limited to the following:
 - a. Power saws, such as table or bench saws, circular saws, saber saws, jig saws, sawzalls, and rock saws used in lapidary.
 - b. Lathes, both wood and metal, milling machines, drill presses, routers, and planer jointers.
 - c. Air compressors.
 - d. Grinders and sanders, including lapidary tumblers and equipment.
 - e. Welders, both gas and arc.
 - f. Any other equipment of a noisy nature which has not been mentioned, or which may be invented or devised in the future.
2. All tools and equipment should be stored and used inside the resident's storage sheds or work shop. However, storage outside under the carport area will be allowed as long as the equipment is stored inside a suitable cabinet, built to match the exterior of the unit. Said cabinet shall not be so large as to preclude the use of the carport for parking all of the resident's vehicles when the equipment is not in use. Temporary storage under the carport is limited to a maximum of two (2) weeks. Any hardship which would require a longer period of storage will require approval by the Board. Under no circumstances will power equipment be stored permanently outside with canvas, plastic, or duck type covers, or with no cover at all.
3. The use of power equipment will be allowed at the units between 8 am. and 6 pm.
4. Any raw materials such as lumber, plywood, sheet siding, or rocks for stone cutters, or anything else used in hobby pursuits, may be stored under the carport area for a maximum of two (2) weeks, as long as said storage does not interfere with off street parking.
5. The resident shall perform daily clean-up of his outside areas pursuant to their use in hobby operations. Sawdust and other waste materials shall not be allowed to accumulate uncontrolled. The responsible resident shall incur all liability for airborne materials, such as sawdust or paint over spray and shall be required to clean up, or pay for clean up, anything which causes damage or mess to his neighbor's environs as a result of his pursuit of his hobby.

6. The use of airless sprayers to paint any exterior structure on the residential lots will be allowed as long as the resident places a refundable \$1,000.00 deposit with the Homeowners Office and the neighbors are notified of the airless spray painting and approve in writing.

C. Vehicle Maintenance and Repair

1. Vehicle maintenance such as emergency repairs, tune-ups, brakes, radiators, air conditioners, valve and head repairs, minor engine block overhaul, springs, shocks, and front end repair may be performed on cars, golf carts, and light trucks, under the resident's carport, subject to the following restrictions:
 - a. Maintenance on larger vehicles such as large campers, motor homes, and the like will be limited to that which can be completed on the same day as commenced, allowing for it to be moved back to the R.V. storage area for overnight storage.
 - b. There will not be any modifying of vehicles, dune buggies, trailers, bikes, or motorcycles, or racing vehicles of any type permitted under the carport area.
 - c. All washing of vehicles will be done in the wash rack area across from the R.V. storage area, to avoid damage caused to streets.
2. Vehicle maintenance may be performed under the carport as long as any noisy operations are restricted to the hours between 8 a.m. and 6 p.m. The use of power equipment such as grinders, air compressors or impact tools, both air and electric, are likewise limited to the aforementioned hours. Also, operations which require long engine warm-ups or long running periods will be confined to these hours as well.
3. Painting of vehicles will not be allowed anywhere in the Park.
4. Unsightly conditions due to vehicles in various stages of disrepair will not be allowed to continue. Vehicles up on blocks for a period exceeding two (2) weeks due to lack of tools or spare parts or repairs being attempted which are beyond the owner's capabilities, will have to have the wheels replaced so that the vehicle may be towed away. Likewise, hoods and cowlings will be replaced when work is not actually being performed.
5. Carport area will not be allowed to take on the appearance of a junk yard or a garage. All fluid spills and drips will be kept wiped up and work residue, such as oily rags and large dirty oil spills will not be allowed to accumulate. Used engine oil and other petroleum products will be disposed of through an authorized recycling center, and not poured on the ground anywhere within the confines of the Park. If, in the future, there is a barrel provided for this purpose in the R.V. storage area, that may be used.
6. All of the aforementioned work on vehicles or golf carts may be performed by an outside agency such as a mobile mechanic or A.A.A. However, all the residents will be held responsible for any breach thereof, the same as if he were doing the work himself.