

Rancho Monserate Country Club Homeowners Association, Inc.

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(Rev. 2026)

Rancho Monserate Country Club

Homeowners Association, Inc.

PARK RULES AND REGULATIONS

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All posted rules, regulations, and notices are hereby incorporated into these Rules and Regulations and will be enforced as such.

ARTICLE I – GENERAL INFORMATION

A. Foreword

All residents of Rancho Monserate Country Club, commonly referred to herein as the “Park”, are entitled to the peaceful enjoyment of their 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 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

Political signs may be displayed for 90 days before an election and up to 15 days after the election. All signs must then be removed.

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

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 that any trespassers will be prosecuted per California Penal Code.

F. 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.

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.

G. Mail Tubes

Mail tubes under the USPS Mailboxes are for Rancho Monserate business, personal, and resident communications.

H. Smoking and Vaping

Smoking and Vaping 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. This includes e-cigarettes.

ARTICLE 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) people, per bedroom, in any unit shall be permitted as permanent residents.

D. 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&Rs Declaration 6.8.

E. Guests, Tenants and Caregivers

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

Guests, Tenants and Caregivers are expected to register and abide by the Rules and Regulations of the Park.

F. Estate, Moving and Garage Sales

A one-time estate or moving sale lasting not more than 3 days is allowed. No garage sales are permitted in the community.

ARTICLE III – RENTAL OR LEASE OF UNIT

A. Right to Lease

All leases and rental agreements of Units shall conform and comply with, and be subject to, the following:

B. Renting and Leasing

“Renting” or “Leasing” shall mean and refer to occupancy of a Unit by any person who pays the Owner of the Unit consideration for living in the Unit. As used in this Declaration, any reference to any form of the word “lease” means the corresponding form of the word “rent,” and vice versa.

C. Written Document

All lease agreements or other similar contracts that seek to lease or rent a Unit shall be in writing and signed by the parties to such agreement and approved by the Association to ensure compliance with the Association’s age restrictions as set forth in the Governing Documents.

D. Right to Request Information

The Association may request, and when requested the Owner shall provide, reasonable information from Owners about Tenants, including but not limited to the names and phone numbers of the Tenants, or any other reasonable information the Board deems appropriate. All Landlord-Owners shall promptly respond to and comply with the Association’s requests for information.

E. Rental Limitations

A Unit shall not be permitted to be leased or rented if twenty-five percent (25%) of the Units in the Community are leased or rented at the time that an Owner desires to lease or rent his or her Unit.

F. Lease Terms

Leases must contain the following language, and if it is not expressly contained in the lease then the language is deemed to be incorporated into the lease. All Owners and Tenants by occupancy of a Unit expressly agree to the incorporation of the following terms into the lease agreement, and application of the following to the landlord-tenant relationship:

- Units may not be rented for transient purposes. All rentals must be for a term of no fewer than thirty (30) consecutive days in any one (1) calendar year, except month-to-month tenancy created by law, or except an Owner who is a lender in possession of a Unit following (i) a default in a first mortgage, (ii) a foreclosure proceeding, or (iii) any deed or other arrangement in lieu of foreclosure.*
- Upon written request from the Association, Tenants must pay to the Association that portion of the rent necessary to satisfy any obligation of the Owner of the Unit to the Association for payment of delinquent assessments. All payments thus made will reduce the Tenant’s obligation to the Owner of the Unit by like amount. Payment of assessments is deemed necessary for the habitability of the Units.*

G. Vicarious Liability

All Owners who lease their Unit to a Tenant shall be legally responsible for and liable for the actions by and any damage caused, within the Project, by any Tenant, Resident, invitee, licensee, guest, family member, child, or any person residing at the Owner’s Unit. The Owner shall reimburse the Association for any such damage caused to the Common Area, Recreation Area, or any other property owned by the Association. Owners must give Tenants copies of

the Declaration, the Bylaws, and any Rules. Tenants shall comply with all provisions of the Governing Documents, and violation thereof will constitute a default under any lease. If a Tenant or Resident violates the Governing Documents resulting in a fine or Reimbursement Assessment, all Owners, Residents and Tenants associated with the Unit will be jointly and severally liable for the violation and to pay the assessment.

H. Delegation of Right to Evict Tenant

Owners hereby delegate and assign to the Association the power and authority of enforcement against Tenants for breach of a lease resulting from violation of the Governing Documents, including the power and authority to evict the Tenant on behalf of and for the benefit of the Owner. The Association must give the Owner and the Tenant thirty (30) days' written notice prior to initiating eviction proceedings. If the Association proceeds to evict a Tenant, all costs, including attorneys' fees and court costs associated with the eviction, may become a Reimbursement Assessment payable by the Owner of the Unit.

ARTICLE IV – ANIMALS

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 also 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 not permitted 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: the Clubhouse or the grassy area in front of the Clubhouse, the 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 Riverbed and Pet Park, the small park area adjacent to the guard house, and the grassy area in front of the visitor parking area may be used as exercise areas, and all droppings must be cleaned up immediately. Pets must be transported, not walked, to exercise areas. A pet being walked in any of these areas must be restrained by a substantial 6-foot 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 registration requirements described above. No person shall keep, maintain or permit within any dwelling unit under his or her control, or within the common area or on private property, any pet 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. The owner of an approved dog may not leave their dog unattended for more than 12 hours, nor leave any pet tethered to any structure outside the home.

Any pet 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 shall permit any feces therefrom to remain within common area or on private property except in a proper trash receptacle. Whenever any animal suspected of being vicious, or that 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, 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.

ARTICLE V – GARBAGE AND REFUSE DISPOSAL

- Residents will assemble their rubbish in plastic bag(s) and keep it in an appropriate sanitary container out of sight. Cardboard boxes are to be broken down and tied for pickup. Collections will take place on a regular schedule as established by the Board.
- The plastic bags (black for trash, clear for recycle) are to be placed at each unit, adjacent to the street, for pickup by 8 a.m. on the morning of pickup. If the bag(s) are not “at the curb” by the time pickup takes place, it is the responsibility of the resident to take them to the dumpster.
- Access to the dumpster area is limited to the hours posted as determined by the Board of Directors.
- No hazardous waste is to be left at the dumpster site; it must be disposed of properly under the law.
- 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.
- Contractors and landscapers hired by residents must take all their construction and/or landscape debris off site. Debris from homeowner projects must also be taken off site for disposal.

- Electronics (computers, TVs, etc.) disposal is not permitted at the dumpster. Proper disposal and recycling sites are available off site. No furniture or large household items are permitted.

ARTICLE VI – USE OF RECREATIONAL FACILITIES

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

A. Golf Course

Basic rules applicable to the golf course are printed in the Rancho Monserate Golf Course Rule Book.

B. Tennis Courts / Pickleball

- Residents and their guests are permitted to use 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 or Pickleball.
- Non-marking tennis shoes are required. Proper tennis attire is preferred, and shirts must be worn.
- No food, beverages, bottles, or glass containers are allowed on the courts.
- Open court times are as posted.
- **Pickleball:** Only “Green Zone” (quieter) equipment shall be used. Violation of equipment usage shall be subject to a fine as approved by the Board of Directors.

C. Swimming Pool

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 people.

Pool Hours

(If the cover is on the pool, you cannot use it. Please do not remove the cover.)

- December 1 – March 31: 9:00 a.m. to 3:00 p.m.
- April 1 – June 15: 9:00 a.m. to 9:00 p.m.
- June 16 – September 15: 7:00 a.m. to 9:00 p.m.
- September 16 – November 30: 9:00 a.m. to 9:00 p.m.
- **Children’s Hours:** 2:00 p.m. to 5:00 p.m. all year round.

Pool Rules

- Guests of residents (limited to 6 per household) may use the pool accompanied by their resident host.
- No one under the age of 3, or anyone wearing diapers of any kind, is allowed in the pool at any time, including during Children’s Hours.
- The pool area may be closed at any time by the Board due to weather conditions, operational difficulties, or other circumstances.

- Any damage caused by an adult must be paid for by that adult; any damage caused by a minor must be paid for by the parent, or by the resident who is responsible for the minor being on the premises.
- 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.
- Only proper swimming attire may be worn.
- Greaseless suntan lotion must be used instead of an oil-based type.
- Tubes, water wings, play equipment, etc., are not permitted within the swimming pool area, except during Children's Hours or during exercise classes.
- Residents are responsible for the conduct of their guests and guests' children.
- Running, pushing, wrestling, ball playing, or any disturbance in or about the swimming pool area is prohibited.
- No pets will be allowed in the swimming pool area.
- Wheeled vehicles, except wheelchairs, will not be allowed in the swimming pool area.
- Excessive use of intoxicants anywhere in the swimming pool area is strictly prohibited. Persons under the influence will not be permitted in the swimming pool area.
- No food may be brought onto the pool deck or into the pool.
- Bottles or glasses are not allowed on the pool deck or in the pool. Only plastic, paper, or metal containers are permitted.
- Diving is not permitted.
- The Board may refuse admission to, or eject any person from, the swimming pool area if any of the foregoing Rules and Regulations or posted rules are not observed.
- No one is allowed in the pool if it is covered; residents should not uncover the pool themselves.
- No Smoking or Vaping is allowed in the pool area.

D. Jacuzzi

- Residents wishing to use the Jacuzzi do so solely at their own risk.
- Guests must be accompanied by a resident.
- Posted rules must be observed.
- The Board disclaims any responsibility for damage or injury caused by use of the Jacuzzi or by malfunctioning of the pool or of any equipment at or about the pool.
- Only adults (14 years of age and over) will be allowed in the Jacuzzi at any time.
- The Jacuzzi should be covered at all times when not in use. Residents may remove the cover but are responsible for replacing it as soon as they finish using the Jacuzzi.

E. Recreation Center

Event Insurance Policy: A "private event insurance policy" MUST be purchased for any private event held at Rancho Monserate facilities. This policy may be purchased through the resident's home insurance company for a one-day event for a nominal fee. Proof of this policy must be submitted to the Homeowners' Office no later than 8 days before the event.

The Recreation Center, or “Center” as used herein, refers to the Clubhouse facilities (including the Kitchen, Pool Room, Library, Card Rooms, East and West Rooms, and Fireside Room), the 19th Hole, Pool, 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.”

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.

All requests must be made through the Homeowners Office only, specifying date, time, type of function, and facilities to be used (e.g., Kitchen, Fireside Room, Patio, Chapel, etc.). Back-to-back parties are not allowed.

Residents Making a Reservation Are Responsible For:

- The Fire Department has set a limit of 100 people for the Clubhouse. This number must not be exceeded.
- The Association does not hold a liquor license. Any resident who serves alcohol at an event assumes full responsibility and liability for doing so.
- Resident will personally be held fully accountable for any damage or loss to the facilities, grounds, furnishings, and/or equipment during their use of any facilities requested.
- Resident will personally ensure the appropriate conduct of their guests.
- Returning furniture to its original location after the party.
- Setting up and returning folding tables and chairs (if used) to the storage area, properly stacked.
- Leaving all facilities used in clean condition, including restrooms.
- Cleaning the microwave, stove, and BBQ when used.
- Ensuring the gas is turned off at the BBQ.
- Removing ALL trash and garbage from facilities used and properly disposing of it at the dumpsters.

Private Parties or Events Require:

- A completed “**Request Form**” submitted one month before the event.
- A \$300.00 security deposit. Refundable if all conditions are met.
- If Clubhouse tablecloths are used, there is a **\$50.00 non-refundable fee** if the tablecloths are not returned, cleaned and folded within 2 days after the event.

Parties That Require Board Approval:

- 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.
- A resident, on behalf of an outside group (e.g., commercial, service club, non-profit organization, or charitable organization) who wishes to reserve Park facilities. A **\$250.00 non-refundable rental fee** is required. Financial consideration may be given to non-profit and charitable organizations by the Board.

- Furniture is NOT to be moved outside without permission from the office.
- Candles, rice, birdseed, confetti, or sparklers are not permitted.
- The Chapel is not available for use by outside organizations.
- Pool tables, swimming pool, Jacuzzi, tennis courts, 19th Hole building, bocce 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 these facilities shall be responsible for, and shall promptly pay for, all damage to the pool room and library or to all property therein, or any loss thereof, which takes place during their use.

G. Maintenance Yard

This area is for the sole use of maintenance personnel, except for the compressed air and wash rack, which are available to all residents. Residents are not permitted in the maintenance yard at any other time.

ARTICLE VII – VEHICLE RESTRICTIONS

- **Speed Limit:** The speed limit within the Park is FIFTEEN (15) MILES PER HOUR, and TEN (10) MILES PER HOUR on the maintenance road.
- On private Park roads, pedestrians, electric or gasoline carts, and bicycles shall be granted the right-of-way at all times.
- 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.
- **Golf Carts:** All golf carts shall have the owner's space number visible on each side of the cart, by the seat. Numbers are available in the office and must be a minimum of 3" high. Golf carts are not allowed in the 19th Hole patio area.
- Bicycles shall not be left unsecured, left on the street, or left in any place that constitutes a safety hazard.
- 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 daily.
- No overnight parking of any motor vehicles or golf carts is permitted on the Park streets, for safety and fire protection reasons. Parking within the Park will be permitted during daylight and evening hours only but should be kept to a minimum to leave easy access for all types of vehicles. Someone must be present 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 vehicle owner. Visitors' or guests' vehicles that cannot be parked in compliance with the above rules must utilize designated public parking. Guests must be advised of this requirement.
- No resident parking in spaces marked Guest Parking Only.

- Conventional vehicles and golf carts only are authorized in off-street parking areas. Campers, camper frames, boats, trailers, etc., must be placed in the RV storage area. Utility connections to motorized trailers or campers will not be permitted in the Park.
- Car washing is not permitted in the Park property, including at living units. The car washing facility is available across from the RV storage area and is for resident use only.
- Except for emergencies and delivery of morning newspapers, no commercial activity shall be permitted before 7:00 a.m.
- No person under age sixteen (16) may drive a golf cart in the Park unless accompanied by an adult.
- Dulin Road is a county road and is subject to all county restrictions.

ARTICLE VIII – RECREATIONAL VEHICLE STORAGE LOT PARKING

- The RV lot is reserved for the use of residents currently residing in the Park. Homeowners who have leased or rented their homes transfer this privilege to their tenants. If tenants wish to use the storage lot, the owner is responsible for ensuring the tenant follows the RV Lot Rules.
- 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.
- The Storage Lot Committee is directed by the RMCC Board to administer and enforce the rules contained in the “RV Storage Lot Use Agreement.” A committee member will assign space in the storage lot in accordance with the rules defined in said Agreement.
- Vehicles stored in the storage lot may not be used as living accommodation.
- Visitors of residents are not permitted to store vehicles in the storage lot.
- RVs, Boats, or Trailers may be parked at the owner’s residence for loading and unloading, provided there is enough room for other residents to use the Park’s roads. No overnight parking is allowed at the residence.

ARTICLE IX – NUISANCES

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.

Excessive noise is considered a nuisance and is prohibited. Examples include, but are not limited to:

- Loud music, TV, or radio.
- Noisy parties.
- Barking dogs.

- Skates, skateboards, scooters, and any other noisemaking play equipment within the Park are prohibited.

The perpetrator of any infraction hereof is subject to discipline by the Board.

ARTICLE X – ARCHITECTURAL CONTROL

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 the present attractiveness of the Park for the benefit of all residents.

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.

- Contractor work hours are restricted to: 8:00 a.m. to 6:00 p.m.
- Beware of and locate all underground utilities before digging.

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, upon approval of the Board. Strict compliance is essential to maintain the high standards desired by all residents in the Park.

ARTICLE XI – POWER EQUIPMENT AND VEHICLE MAINTENANCE

A. General Rules

- Only hobby-type uses of power equipment will be allowed on the Unit. The running of a commercial or manufacturing-type business is strictly prohibited.
- Vehicle maintenance will be limited to that performed by the resident as a hobby or that which is required by necessity to keep the resident's vehicle operational.
- The residents 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

Power equipment shall be defined by, but not limited to, the following:

- Power saws, such as table or bench saws, circular saws, saber saws, jig saws, Sawzalls, and rock saws used in lapidary.
- Lathes (both wood and metal), milling machines, drill presses, routers, and planer jointers.
- Air compressors.
- Grinders and sanders, including lapidary tumblers and equipment.
- Welders, both gas and arc.

- Any other equipment of a noisy nature not mentioned above, or which may be invented or devised in the future.

All tools and equipment should be stored and used inside the residents' storage shed or workshop. However, storage outside under the carport area will be allowed if 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 the residents' vehicles when the equipment is not in use. Temporary storage under the carport is limited to a maximum of two (2) weeks. Any hardship requiring 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.

The use of power equipment will be allowed at the units between 8:00 a.m. and 6:00 p.m.

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.

The residents shall perform daily clean-up of outside areas used in hobby operations. Sawdust and other waste materials shall not be allowed to accumulate uncontrolled. The resident responsible shall incur all liability for airborne materials such as sawdust or paint overspray, and shall be required to clean up, or pay for the clean-up of, anything which causes damage or mess to a neighbor's property as a result of hobby activities.

The use of airless sprayers to paint any exterior structure on the residential lots will be allowed if 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

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:

- 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, so the vehicle can be moved back to the RV storage area for overnight storage.
- There will not be any modifying of vehicles, dune buggies, trailers, bikes, motorcycles, or racing vehicles of any type permitted under the carport area.
- *All washing of vehicles will be done in the wash rack area across from the RV storage area, to avoid damage to the streets. The use of this area is for resident vehicles or RVs only.*
- Vehicle maintenance may be performed under the carport if noisy operations are restricted to the hours between 8:00 a.m. and 6:00 p.m. The use of power equipment such as grinders, air compressors, or impact tools (both air and electric) is likewise limited to these hours. Operations which require long engine warm-ups or extended running periods will also be confined to these hours.
- Painting vehicles is not permitted anywhere in the Park.

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, spare parts, or repairs being attempted beyond the owner's capabilities — will be required 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.

The 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, a barrel is provided for this purpose in the RV storage area, that may be used.

All the aforementioned work on vehicles or golf carts may be performed by an outside agency such as a mobile mechanic or AAA. However, all residents will be held responsible for any breach thereof, the same as if they were doing the work themselves.