

# HIGHLAND SPRINGS COUNTRY CLUB OWNERS' ASSOCIATION

10890 Deerfield Drive  
Cherry Valley, California 92223

## RULES and REGULATIONS

2018 September

**APPROVED**

HIGHLAND SPRINGS COUNTRY CLUB OWNERS' ASSOCIATION 10890 Deerfield Drive Cherry Valley, California 92223 RULES and REGULATIONS 2016 JAN APPROVED 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 OF 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.

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## INTRODUCTION

### PLANNED UNIT DEVELOPMENT

Living in a planned unit development, as an owner or tenant, requires a slightly different approach to everyday activities than those which are followed when we live in a more traditional residential setting. Our Association, for the use and maintenance of the common areas and recreational facilities, must establish some form of policy because each of us shares an equal responsibility in the retention of the attractive appearance of our development. Community standards need to be fair, reasonable and not compromised. Individual rights and freedoms must be respected.

The Association will maintain a roster containing the names and addresses of each owner. An up-to-date list of owners is essential for efficient management of the Association's operations. Members are required to notify the managing agent or the Board of Directors of changes of address, telephone number, etc., in writing. It is also essential that an up-to-date list of tenants of owners be maintained. All owners who are renting their homes are required to notify the Board of Directors of the status of their tenant in writing via Tenant Acknowledgement Form. This information will be used only for conducting the business of the Association and will be kept completely confidential.

### PURPOSE OF RULES AND REGULATIONS

Rules and Regulations are a supplement to the complex governing documents known as the bylaws and the declarations of Covenants, Conditions, and Restrictions (CC&R's), which were established. The Rules and Regulations do not supersede or change the bylaws or declaration in any manner, but do have the same status of law and enforceability. Policies and use restrictions already contained in the bylaws and/or CC&R's are directly quoted from the documents and are so noted.

The following Rules and Regulations have been written and approved by the Association's Board of Directors and are intended for the mutual benefit of all owners and residents. All members of our community are asked to cooperate in allowing each owner and resident the full enjoyment of his or her lot. These rules are offered as positive rather than negative contributions toward the improvement of living conditions in what, for many, is a new type of environment. It is hoped that they will be received in a positive manner. These standards were established in the belief that every resident would, at all times, exercise an attitude of consideration and common sense. Please report any damage to HSCC facilities or common area to the Board of Directors. In cases where the rules are not understood, please take the time to explain them courteously to fellow homeowners, tenants, visitors or guests.

These regulatory provisions are applicable to all Highland Springs Country Club ("HSCC") residents and visitors. Owners, including off-site landlords, will be held responsible for the actions of their tenants and guests. Owners are obligated to provide tenants with this information.

The following Rules and Regulations have been divided into seven (7) major headings: General, Authority of Board of Directors, Rules Violations, Age Verification Rules, Clubhouse & Related Facilities, Golf Course, and Architectural.

## I. GENERAL

### BASIC RIGHTS & RESPONSIBILITIES

All owners are entitled to receive two (2) universal clubhouse door keys at no cost upon moving into the community. Keys are obtained from the vacating owner or tenant or by notifying a member of the Board of Directors. Replacement keys may be purchased at a cost of \$5.00 each.

Gate access remote units (clickers) must be obtained from the previous owner upon the close of escrow. If a residence is sold or vacated, all universal keys and gate access remote units must be given to the new owners or tenants upon the close of sale, or given to a member of the Board of Directors.

Replacement gate access remote units may be obtained at the current cost. For details contact a member of the Board of Directors.

The maximum number of guests using any community amenity at any one time shall be six (6) per residence (household). Guests must be accompanied by a homeowner or tenant at all times when using any amenities of the community.

Tenants have owner privileges while they have custody of a unit. The owner relinquishes their privileges to the tenant, and may not then use association facilities as long as the unit is occupied by another.

It is the responsibility of each owner / tenant to ensure that all community amenities are used properly and that all doors and gates are locked should they be the last party to use the amenity.

A property owner is responsible for the conduct of their tenant. An owner / tenant is responsible for the conduct of their guests and are financially liable for any damage to association amenities caused by their guests.

All community amenities are to be used in such a manner as to not disturb other residents or guests. For the safety and the protection of all homeowners and residents, no one shall be allowed to use the cart paths and common areas around the clubhouse for bicycle riding, roller skating, skate boarding, or dog walking.

It is the responsibility of each owner to dispose of debris on the sidewalk and street in front of their private property.

### PROPERTIES FOR SALE, LEASE, RENT, ETC.

Only one sign is permitted to be displayed on the subject property. Said sign shall be no larger than 24"x36" and shall be placed in a location that does not affect public safety.

An Open House may be held from 1 PM – 5PM on any Saturday and / or Sunday; however, the property owner, or their agent, is responsible for access to the community by means of using the telephone call box located at the main entry gate.

On the day of the Open House, and only during the hours of the Open House, an additional sign may be placed on the front yard of the property.

During the Open House another sign may be placed at the main gate entry median. Said sign shall be no larger than 24"x36" and shall be placed in a location that does not affect public safety.

No other house signs, balloons, or flags may be used, except for one directional sign to assist in locating your property.

#### **SIGNS AND ESTATE SALES**

No signs of any kind may be nailed or attached to any trees, lampposts, mailboxes, fences, gates or other common area structures.

No vehicle with a "For Sale" sign shall be parked on any street within the community, driveway or in the clubhouse parking lot.

#### **ESTATE SALES OR GARAGE SALES**

1. Estate sales are permitted after approval by the Board of Directors.
2. The hours for the sale may be between 7 a.m. and 5 p.m.
3. All items must be displayed inside of the house and/or garage.
4. No items are to be displayed on the driveway or front yard
5. The property owner, or their agent, is responsible for access to the community by means of using the telephone call box located at the main entry gate.
6. Signs may be displayed using the same rules as the open house sign rule (see above).

#### **STREETS AND PARKING**

Resident may only park in the driveway after one vehicle is parked in the garage. This does not include the golf cart.

No boats, campers, trucks, trailers, vans or other recreational vehicle in excess of forty five (45) feet in length and/or 9 feet width shall be parked or maintained within the community without prior written and/or verbal consent of the Board of Directors.

No conventional vehicle or any other vehicle shall be parked upon any street or the Clubhouse parking lot, within the community between the hours of 1:00 a.m. and 6:00 a.m. without Board approval. An exception is made for loading and unloading time not to exceed 48 hours for RV's. At all times, free ingress and egress must be provided neighboring residents.

Recreational vehicles parked within the community shall cover and protect its hoses, wires, and for any cable lying on the street or sidewalk to prevent someone from tripping and falling.

During daylight hours, slide outs must be marked with traffic cones or other reflective safety devices. At no time will slide outs be left in an open position after sundown or overnight.

Residents and their guests are responsible for observing the posted speed limits, stop signs, and all posted, placed, or marked traffic control measures within the community.

All resident vehicles are required to have a permanent resident sticker, provided without charge affixed to the windshield side of the rear view mirror for identification.

## HOUSEBOUND OWNER / RESIDENTS

A "housebound" resident is permitted to have up to six (6) guests per residence use common amenities at one time. "Housebound" is defined as a person "confined to one's home, due to a physical or psychological infirmity." These six guests must include at least one adult guest twenty-one (21) years of age or older. The housebound resident must contact a member of the Board of Directors giving the name and age of the guest assuming all responsibilities concerning damage to the amenities used, or injury to their guests and abiding by the rules.

## CONTRACTORS, LANDSCAPERS, GARDENERS, ETC.

Contractors, Landscapers, Gardeners, etc., may not begin work prior to 7:00 a.m. and may not work later than 6:00 p.m., Monday through Saturday. Contractor work may not be done on Sundays or Holidays unless the work is of an emergency nature, and the Board must be notified as soon as possible. It is the responsibility of the resident to advise their contractor of this regulation.

Property owners are not limited as to the days or hours they may personally work on their own property.

## GOLF CARTS

Anyone driving a golf cart within the community and/or the golf course must possess a current valid driver's license. A resident must accompany any guest operating a golf cart on the golf course. When using two golf carts on the golf course to accommodate three or four golfers, only one of the group must be a resident.

A golf cart owner is responsible for registering their cart with the Highland Springs Country Club Golf Club whether or not the cart is used for golfing purposes. Once registered, cart numbers will be furnished. All resident golfers must have a bag tag visible. The tags will be provided by Highland Springs Country Club.

Residents will be responsible for displaying golf cart numbers 2 to 3 inches in height on each side of their cart as provided by the Highland Springs Country Club Golf Club. If a golf cart cover is used, the cart owner is responsible to make certain that the golf cart number is still visible.

No golf cart passengers are permitted to stand or sit on fenders or bumpers while the golf cart is in motion. All passengers must be in a seated position. There shall be no more than three (3) persons on a golf cart, with the exception of those carts which are equipped to seat four (4).

Unless approved by the Board of Directors for special circumstances, such as special tournaments, only electric golf carts are permitted within the community or on the golf course.

## PETS

Commonly accepted household pets, such as dogs, cats and birds, are permitted provided no more than a cumulative total of three (3) of such pets are kept.

Pets are not to be kept for breeding or for any commercial purposes.

Pets must be kept within a resident's residence, in an enclosure, in an enclosed yard, or on a leash held by a person capable of controlling the pet.

Residents are responsible for maintaining their property in a neat and orderly condition and controlling noises from their pets so as not to become a nuisance to other property owners.

Residents shall prevent their pet(s) from soiling any portions of the common area including the perimeter, or other owners' residential lots, and shall immediately clean up any mess left by their pet(s).

Residents shall be fully responsible for any damage caused by their pet(s), or the pets of their invited guests, and shall be absolutely liable to all other people in the community for damage caused by said pets.

Pets are not permitted inside any common area facility, the pool & spa area, tennis courts, or on the golf course with the exception of Therapy, Emotional Support or Service animals.

Unleashed pets found within the common area or on a residential lot of another owner may be transferred to an animal shelter under the jurisdiction of the County of Riverside after making a reasonable attempt to notify the pet owner. The pet owner will be responsible for payment of all expenses incurred to retrieve their pet.

If a Resident requires an additional pet as a reasonable accommodation to alleviate a disability under State and/or Federal law, such person must make a request to the Board, which will consider each request on a case-by-case basis. A doctor's note evidencing the disability and/or the need for the animal may be required. Residents remain responsible for their Therapy, Service and Emotional support animals in the same manner as all other pets within the Association, and all other Association rules and restrictions must be followed.

All Riverside County ordinances Title 6 - Animals - Chapter 6.08 and Riverside County Land Use Ordinance 348 will be enforced.

#### BOARD AUTHORITY:

Although the governing documents contain numerous restrictions, the Board of Directors has the authority to make Rules & Regulations governing the day-to-day operations of the community. The Rules & Regulations are effective from the date of distribution to owners and residents. The regulatory provisions are applicable to all residents and visitors. Owners, including the off-site landlords, will be held responsible for the action of their tenants and guests. Owners are obligated to provide tenants with this information.

#### CHANGES TO RULES AND REGULATIONS:

Changes in the Rules & Regulations will be made when the Board of Directors determines that a change is necessary. Any provision of the Rules and Regulations may be added to, amended, or replaced at any time by resolution of the Board of Directors. No amendment shall become effective until written notice is given to residents except any amendment relating to the health or safety of residents or other persons coming onto the property, which shall become effective upon adoption.

#### RESPONSIBILITY TO NOTIFY:

It is everyone's responsibility to call an infraction of the rules to the attention of the person violating the rule. Serious or repeated violations should be in writing and brought to the attention of the Board. Phone calls or anonymous letters will not be accepted. The homeowner is responsible for their tenants and guests.



## VIOLATION NOTICE:

When an infraction of a rule has been noted, the homeowner will receive a letter from the Association Manager noting the infraction, and requesting compliance with the Rules. In addition, the homeowner will be asked to see that the infraction is corrected and/or requested to appear at a violation hearing before the Board.

## VIOLATIONS:

If three (3) or more infractions occur within a ninety (90) day period, the homeowner will be sent a notice of hearing before the Board. If you fail to appear or respond by written letter at the hearing and it is determined that violations occurred, the Board shall levy a reimbursement assessment against you or take legal action to ensure compliance. The Association reserves the right to call a hearing after any Rule infraction, if in its discretion a hearing is deemed appropriate.

A violation report is completed by a homeowner, Board member, Association Manager, Architectural Committee member, Authorized Committee member or another designated representative of the Association. The Self-Help remedy for violations may be used if it is determined a violation has taken place.

### Self-Help Remedy for Continuing Architectural/Landscaping Violations –

If it is determined a violation has taken place, the Board of Directors shall make findings of fact and request corrective action (removal, replacement, repair and/or modification) by the Violator. If corrective action is not taken by the Member and the violation can be cured through a self-help remedy, the Ruling Notice shall further indicate that if the Member fails to comply within the time provided, the Board of Directors shall bring the Member into compliance and charge the cost of same to the Member as an Enforcement Assessment. However, any demand letter which requires the Association to go onto a Member's property to rectify the violation should be reviewed and sent by Association's counsel.

### Other Potential Remedies / Sanctions –

Notwithstanding anything set forth herein, the Board of Directors in its discretion shall have the power to require any other applicable remedy and/or sanction for as long as it deems necessary, provided, however, that said remedy / sanction is in accord with the Association's Governing Documents and law. If the violation is of such a serious nature that potential legal action is contemplated, the Association's general counsel should be consulted for determination whether Alternative Dispute Resolution ("ADR") should be offered to the Violator (as well as consideration of other potential remedies).

### Ruling Notice -

Regardless what remedy the Board of Directors chooses to take, even if no violation is found, the Association must mail to the Violator a Ruling Notice (Exhibit 7) within fifteen (15) days after the date of hearing in accordance with Civil Code §5855(c). If it is ruled that an Enforcement Assessment shall be imposed against the Violator, then the Board must give notice of the ruling to the Violator and request payment of such assessment within thirty (30) days after the Ruling Notice is mailed. This is to be recorded in the Executive Session minutes or regular minutes, whichever is applicable.

**Enforcement Assessment Structure -**

If any Member's failure to comply with the provisions of the Governing Documents results in the Association's expenditures of monies or to reimburse the Association for any costs incurred related to the action or non-action of a Member, the Association may levy an Enforcement Assessment against such Member. Additionally, the Association may levy fines as Enforcement Assessments consistent with Tables 1 and 2 below. The amount of the Enforcement Assessments may be amended from time to time by the Board of Directors. The present structure of the Association for the Enforcement Assessments for violations of the Governing Documents shall be as follows:

<b>Table 1</b>	
<b>Enforcement Assessments for Violations of Governing Documents</b>	
First Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$200.00
Recurring Violation for a Second Time	Costs incurred by the Association, if any, as well as a monetary fine up to \$400.00
Recurring Violation for a Third Time or More	Costs incurred by the Association, if any, as well as a monetary fine up to \$750.00 PLUS possible legal action
Continuous Violation	Costs incurred by the Association, if any, as well as a monetary fine up to \$500.00 PLUS an amount up to \$40.00 per day from the date of the first notice of violation until violation is cured.

In addition to the Enforcement Assessments described in Table 1 above, the Board of Directors may levy the following Enforcement Assessments for Architectural Application Violations, which may be added to any Enforcement Assessments.

<b>Table 2</b>	
<b>Enforcement Assessments for Architectural/Landscaping Application Violations</b>	
Enforcement Assessment for Commencing Architectural Improvement without: Architectural Committee Approval and/or Submitting Application	Up to \$2,000.00 plus legal costs and any other remedies available to the Association
Enforcement Assessment for Failure to follow submitted plans and specifications and/or make corrections upon notice	Up to \$2,000.00 plus legal costs and any other remedies available to the Association

### **Collection of Enforcement Assessments •**

Pursuant to the Association's collection policy and the CC&Rs, if an Enforcement Assessment was levied or failure to comply with the Governing Documents or for costs incurred by the Association in repair of damage to the Common Areas and is not paid within thirty (30) days after mailing the Ruling Notice, then the Board may suspend all Member privileges and may proceed under its Collection Policy to collect the unpaid Enforcement Assessment.

### **HEARINGS BEFORE THE BOARD:**

A hearing before the Board may be called if any infraction occurs. Some examples of hearings are listed below and include but are not limited to:

1. Verbal abuse or other abuse of residents, guests, employees or employees under contract to HSCC.
2. Vandalism or theft of Highland Springs Country Club property.
3. Failure to comply with Association rules on Animal Control. (See Pet Rules above).
4. Homeowner or Tenant failure to meet the proper age requirements as mandated by HUD.
5. Parking or other violations.

### **GENERAL VIOLATIONS:**

All other violations of the By-laws, CC&R's, and Rules and Regulations will result in a violation letter. If the violation continues, or reoccurs, a notice will be sent requesting Owner's appearance at a violation hearing before the Board. If it is determined that the violation occurred as alleged, a reimbursement assessment will be instituted against the owner in the amount of up to \$500.00 per offense, and posted to owner's account in accordance with Table 1 and Table 2 above.

The Board further has the right to deny the owner and their tenant or guest the use privileges of the Common areas and Facilities and/or by suspending such member's voting rights in the Association, until the violation/infraction is corrected and all assessment fines are paid in full.

Non-payment of such assessments shall result in legal action in accordance with the Association's duly adopted collection policy. The Association also reserves the right to take any other legal action it deems necessary for the collection of reimbursement and / or fine assessments.

### **AGE-VERIFICATION PROCEDURE:**

#### **PROOF OF AGE**

Prior to the occupancy of any residence by a new Owner, Qualifying Resident, or Qualified Permanent Resident, proof of age of all individuals residing in a residence must be supplied in writing to the Association's Management Company as follows:

1. Age Verification Form, signed with attached proof of age in the form of a copy of the resident's current, valid Driver's License, Picture Identification Card, Immigration Card, Passport or Birth Certificate.
2. Qualified Provider Form, completed and signed, with attached proof of financial or physical care for a Qualifying Resident in the form of either a signed letter

from a medical doctor specifying the need for physical care by a Qualified Provider, or a signed letter specifying the percentage of necessary financial support provided by a Qualified Provider. Such financial support is defined as:

- a. Listing the Qualifying Resident as a dependent on the most recent Federal Income Tax Return; or
- b. Providing a minimum of 51% of the Qualifying Resident's income or living expenses, as shown on the Qualifying Resident's bank statements for the prior six (6) months; or
- c. Showing proof of payment of income by Qualified Provider to Qualifying Resident by cancelled check, money order or direct debit from the Qualified Provider's bank account(s).

## DEFINITIONS

The following definitions will apply:

"Qualifying Resident" or "Senior Citizen" means a person 62 years of age or older, or 55 years or older in a senior citizen housing development.

"Qualified Permanent Resident" means a person who meets both of the following requirements:

1. Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.
2. Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

"Qualified Permanent Resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident, as described above, who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury as defined in California *Civil Code*, Section 54.

For any person who is a Qualified Permanent Resident under this paragraph whose disabling condition ends, the Board of Directors may require the formerly disabled resident to cease residing in the development upon receipt of six (6) months' written notice; however, the Board of Directors may allow the person to remain a resident for up to one (1) year after the disabling condition ends.

"Cohabitant" refers to persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the *Family Code*.

"Permitted Health Care Resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident or a family member of the qualifying resident providing that care. The care provided by the permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

**Absence** - In the absence of a senior citizen from the residence due to hospitalization or other necessary medical treatment for a period of not more than ninety (90) days, a permitted health care resident is entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permanent resident only after the receipt by the Board of Directors of a written request from the absent senior citizen or an authorized person acting for the senior citizen, stating that the senior citizen desires that the permitted

health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development.

Time Period - The Board of Directors shall have the discretion to allow a permitted health care resident to remain for a time period longer than ninety (90) days from the date that the senior citizen's absence began, if a medical doctor affirms that the senior citizen will return within a period of time not to exceed an additional ninety (90) days.

**ENFORCEMENT PROCEDURE:** The following Enforcement Procedure will generally be followed regarding Age Verification:

Termination of Occupancy of Disabled Person – As set out in Civil Code Section 1.11(b)(3)(B), the Board of Directors may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under the Section above if the Board finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after taking the action(s) outlined below.

Notice Of Hearing – Providing reasonable notice and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the co-resident parent or grandparent of that person.

Hearing – Giving consideration to the relevant, credible and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner pursuant to a closed session, by the Board of Directors, to preserve the privacy of the affected persons. The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter after notifying the Board 10 days prior to the hearing.

Notice of Ruling – A "Notice of Ruling" shall be mailed to the affected persons with the decision of the Board within fifteen (15) days after the date of the hearing.

Request For Reconsideration – The Board may be requested to reconsider the decision stated in the Notice of Ruling by submitting a Request for Reconsideration. If a Request for Reconsideration is granted by the Board, a date and time will be set for a second hearing on at least ten (10) days' notice. At the second hearing, the Owner may present new information or evidence not already submitted. A Notice of Ruling shall be mailed in accordance with this section.

Termination Of Occupancy Of Non-Qualified Person – The Board of Directors may take action to terminate the occupancy of a resident of Highland Springs Country Club who does not qualify to reside in Highland Springs Country Club under the criteria set above; provided, however, that the action to terminate the occupancy may be taken only after following the procedures outlined below:

Request For Information – The Board will forward a Request for Information form to the owner/occupant of the residence. The Request for Information form must be completed and returned within fifteen (15) days of the date of the Request for Information.

Notice Of Hearing – If the information provided in the completed Request for Information form indicates that the person is not qualified to reside in Highland Springs Country Club, or if the owner or occupant fails to return a completed Request for Information form, then the Board shall give at least ten (10) days' notice of a hearing to the affected persons. The notice of hearing shall contain the date, time, and place of the hearing, the nature of the alleged violation, and a statement that the owner may attend the hearing and address the Board at the hearing.

Notice Of Ruling – The Board shall notify the owner of the Board's decision to impose discipline, including imposition of a fine, and any applicable fines shall be levied at that time within fifteen (15) days. Such fines will be posted to the owner's account and become due and payable to Highland Springs Country Club Owners' Association. The Notice of Ruling shall also advise of the Board's decision whether the person may occupy or continue to occupy a residence in Highland Springs Country Club.

Availability Of Other Remedies – The Board of Directors may seek other available remedies, including the initiation of a judicial action, where the Board determines, in its discretion, that circumstances warrant departure from the above procedures.

#### IV. AGE-VERIFICATION RULES

##### AGE-RESTRICTED COMMUNITY:

Highland Springs Country Club is an age-restricted Senior Citizen community and exemptions for qualified residents must meet California *Civil Code* requirements. In accordance with California *Civil Code* Section 51.11, the Federal Fair Housing Amendments Act of 1988, 42 U.S.C. §3601, *et seq.*, the Federal Housing for Older Persons Act of 1995, and Federal Regulations (*Code of Federal Regulations*, Title 24, §100.304, *et. seq.*) regarding age verification in a Senior Community, and the Association's Covenants, Conditions and Restrictions ("CC&R's"), Article 9 regarding age restrictions at Highland Springs Country Club, this amendment to the Association's Rules & Regulations was adopted.

## V. CLUBHOUSE AND RELATED FACILITIES

### CLUBHOUSE AND POOL & SPA AREA

With the health hazards of smoking firmly established, the clubhouse, pool and spa are designated as smoke-free areas. Smoking is not permitted within any area of the clubhouse or within 25 feet of the building.

Scheduled social events are periodically held in the clubhouse, and at that time, entry to the main floor area of the clubhouse may be limited to invited residents. During that time, use of the upper level of the clubhouse, restroom facilities, library, and gym is not limited.

The Clubhouse windows have a special coating. Nothing may be stuck with tape or suction cups or any other method to any Clubhouse window or door glass inside or outside.

Clubs or Committees using the clubhouse for a social event are responsible for making certain that the clubhouse is returned to a clean condition by 10 a.m. the following day.

The main room area of the clubhouse may be made available for rental to a resident for a private use function. This use is limited to resident functions meeting the requirements of a Clubhouse Use Policy and agreeing to the terms of this use policy.

All furniture shall be returned to its proper place after each use.

### SHOWER FACILITIES

The shower facilities in the clubhouse are available for reasonable use to all residents and their guests. Because of the expense, and for health reasons, use of the shower facilities is limited in association with the use of the swimming pool, spa, or gym. There is also a shower available adjacent to the spa.

Those using the clubhouse shower facility are asked to keep the use of the shower to a minimum and to not use more than one showerhead per person at one time.

Eastside golf course restrooms and the gazebo next to lake #1 are the responsibility of the Clubhouse Committee for custodial and maintenance issues.

### SECOND FLOOR

Guests under sixteen (16) years of age are not allowed on the second floor. Those over 16 years of age are permitted only when accompanied and supervised by a resident host.

Glass or pottery-type containers, radios, musical instruments, along with food or alcoholic beverages are strictly prohibited. Earphone type radios are acceptable.

Billiard tables should be cleaned and covered after use.

Owner/residents are responsible for any damage caused to the facility or equipment used by them or their guest.

## LIBRARY

The library space is reserved for reading and exchange of reading and related materials. Card and/or game playing is not permitted in the library.

## EXERCISE ROOM

No person under sixteen (16) years of age is permitted to use the Exercise Room. Proper attire shall be worn in the Exercise Room. Proper exercise attire shall be worn in the exercise room including athletic shoes.

Persons using the exercise room are responsible for bringing their own towel. Sanitation requires that each person using the gym equipment sit or recline on a clean towel placed on the bench.

Glass or pottery-type containers, radios, musical instruments, along with food or alcoholic beverages are strictly prohibited. Earphone type radios are acceptable. Water, in a proper unbreakable container, is permitted.

## POOL AND SPA

The pool and spa area is open daily from 7:00 a.m. to 10:00 p.m. Children are limited to use the pool from noon to **8:00** p.m. daily.

There is no lifeguard on duty. Persons using the pool and spa facilities do so at their own risk.

The pool or spa may not be used while it is being cleaned or serviced.

The Association has the right to refuse the use of the pool or spa to anyone and to restrict the number of people using the pool and/or close the pool for health, safety or related reasons. Noodles may be used for exercise and floatation devices but not as toys. No person under the age of fourteen (14) years of age is permitted in the spa at any time. All persons using the pool/spa area are to observe the following:

### DO's:

- Do wear proper bathing suit attire - not cut-offs.
- Do shower before entering the pool or spa for the first time
- Do remove all bobby pins, hairpins, metal objects, etc., before entering the pool or spa.
- Do remove all suntan oils before entering the pool or spa.
- Do cover chairs or lounges with a towel if you are using suntan oil on your body

### DON'T's:

- No eating or drinking while in the pool or spa with the exception of water.
- Don't use the pool or spa while wearing diapers.
- Don't allow anyone to play with the life-saving equipment.
- Don't bring animals in the pool/spa area with the exception of Therapy, Emotional Support or Service animals.
- Don't enter the pool/spa if suffering from any infectious disease, cough, and open sores, etc., or if wearing bandages.
- Don't run, dive, jump, or play ball in or around the pool/spa area.
- Don't remove pool furniture from the pool area.
- Don't be boisterous or use obscene language while in the pool/spa area.



Don't bring glass or pottery containers, inner tubes, rafts, playpens, cribs, children's toys, bicycles, roller skates, skateboards, radios, televisions, plug-in electrical apparatus, or any device generating loud sounds.

#### TENNIS AND PICKLEBALL COURTS

1. The courts are open from 7:00 a.m. to dusk.
2. Tennis shoes must be worn at all times. No bare feet, jogging shoes, black-soled shoes, or other non-tennis type shoes are permitted.
3. Children under the age of five (5) years are never permitted in the court area.
4. No food or drink, except water in unbreakable containers, is allowed in the court areas.
5. The following are prohibited items in the court areas:
  - a. Roller skates, bicycle, sunbathing, ball tossing and skateboards.
  - b. Glass or pottery containers.
  - c. Radios, televisions, or other musical type equipment.
6. Commercial lessons are never allowed on the courts.
7. Obscene language or unsportsmanlike behavior is not allowed.
8. When the courts are full and others are waiting to use the courts, use only one (1) court per residence and relinquish court time on an hourly basis.
9. You are responsible for any damage caused by yourself or your guests, and will be held responsible for damage committed.
10. Failure to comply with these rules may result in a fine and/or loss of court privileges.

## VI. GOLF COURSE

### REGULATIONS AND LOCAL RULES

1. Rules of play are in accordance with U.S.G.A. rules and these local rules as established by the HSCC Golf Club.
2. The golf course is open for play daily from sunrise to sunset, except for restrictions imposed by scheduled tournaments and maintenance. During golfing hours, only golfers and their guests are allowed with them on the golf course.
3. Open play is allowed following all tournaments when the "tournament in progress" sign has been removed from #1 Tee Box.
4. There is no open play on the course prior to any tournament play, with the exception of Twilight Golf.
5. All players shall have an appropriate set of clubs, which includes a putter, and their own golf bag or golf club carrier to accommodate his or her clubs.
6. Except during scheduled tournaments, there shall be no more than five (5) players in anyone group, and a resident must accompany each group.
7. Pull carts or bags/carriers are not allowed on the greens or aprons.
8. Players shall not trespass on private property to retrieve balls hit out-of-bounds. Balls that can be retrieved with a conventional-type ball retriever may be recovered.
9. Players may retrieve their ball from the water, if visible. However, no one is allowed to search for balls in any of the lakes.
10. A ball should be picked up after 10 strokes, except during tournament play.
11. Practice chipping and pitching is limited to the grass practice area so designated on the west side of #4 tee boxes on the east side property. Golf balls shall not be hit from this practice area toward any area on the golf course.
12. Practice play is not permitted from the tee boxes, fairways, sand traps or greens.
13. Play shall start at hole #1 and continue in consecutive order, except when declared otherwise for scheduled tournaments.
14. If a player approaches a "hole closed" sign, they are to proceed to the next consecutive hole in order.
15. Drive on the cart path as much as possible. Cross the fairways only at a 90 degree angle. Obey all posted signs.
16. If a golf ball lands in any of the current landscape areas on #2, #4, #5, #6 or #9 and any future landscape areas, the ball is to be removed and placed one club length out of the landscape area and no closer to the hole and using the same line of flight without a penalty.
17. The golf course may be closed for maintenance when deemed necessary. There is no play on the golf course when the "Course Closed" sign is displayed at Tee Box #1.

## GOLF ATTIRE

1. Proper golf attire is required at all times. No tank tops permitted.
2. Golf shoes with metal spikes are not permitted.
3. Golf shoes with "soft spikes" and "knobby spikes" are permitted.
4. Tennis type shoes are permitted.
5. Shoes used while golfing are not permitted to be worn in the clubhouse.  
Exception: kitchen and bathroom areas

## COURTESY MEASURES

1. Repair ball marks on greens.
2. Replace and/or repair divots on tee boxes and fairways.
3. Report infractions and/or violations of golf rules and regulations to a member of the Golf Club or Board of Directors.
4. All play shall be "ready golf."
5. In the interest of safety and courtesy, no player should hit their ball until the players in front are out of range.
6. At all times be courteous to other golfers. Do not drive the cart in such a manner that it will endanger any other persons on the golf course.
7. Players are responsible not only for their own conduct, but for the conduct of their invited guests.

## REVOCATION OF PRIVILEGES

1. Any resident who violates the Golf Club Rules and Regulations will be sent a letter from the Board of Directors.
2. The Golf Managing Board will recommend a penalty of loss of golf privileges for a specified length of time. The Board of Directors will follow up on the recommendation.

## COURSE CLOSURE DUE TO INCLEMENT WEATHER

1. Inclement weather is defined as rain, frost, snow or fog.
2. The Golf Course Superintendent will examine the course and putting greens when he arrives (usually at 6:30 a.m. during winter months) to determine if the course is playable.
3. If a decision is made to close the course, the appropriate sign will be placed at the first tee.
4. If the weather clears, the Superintendent will re-examine the course at 2-hour intervals (until 2:00 p.m.) to determine if it should remain closed. If inclement weather continues, the course will be closed for the remainder of the day.
5. If the Superintendent is not available to make this decision, (weekends, illness, vacation, etc.) the judgment will be made by a member of the Board of Directors.

## GOLF MARSHAL

1. The HSCC Golf Club recognizes the need to control play on certain weekends, and/or holidays.
2. The officers of the HSCC Golf Club have the authority to provide marshalling on the golf course when there is a need for better course operation.

## VII ARCHITRCTURAL

### GENERAL PURPOSE:

The Architectural Committee ("AC") is responsible to assure that HSCC residential properties are maintained and / or improved in accordance with established laws, rules and regulations, and to help protect the community from influences or conditions that may contribute to the downgrading of the community.

The AC considers and reviews items with respect to aesthetics, architectural designs, and placement of additions, landscaping, color schemes, and landscape maintenance. Scheduled Meetings: The AC regularly meets at least once monthly in the clubhouse as notified in advance.

### A. WORK REQUIRING AC PERMIT APPROVAL:

In general, any work on the exterior of a home, and any landscape improvement or alteration requires the approval of the AC in writing on the proper AC permit application. Depending on the nature of the request, the AC may require that plans be submitted, product information be submitted, and/or that immediate neighbors be informed of the proposed work.

1. The AC reviews the application for compliance with our adopted CC&R and rules.
2. Approved Permit Applications: If a permit application is approved, the applicant is informed in writing by the AC. Written approval is required before work can commence. Any work started without benefit of AC approval is subject to rejection, and it may be required that said work be removed. Approval by the AC in no way limits an applicant's responsibility to meet State and County codes.
3. The applicant has 90 days from the date of the approval to complete the work unless otherwise stated.
4. Denied Applications: If a permit application is disapproved by the AC, the AC will give the owner a written explanation for the basis of denial. The applicant can then appeal the decision of the AC to the Board of Directors, if desired, as provided in our adopted CC&R's.
5. See Table 2 [above] for Enforcement Assessments for Architectural/Landscaping Application Violations.

### B. GROUND COVERS FOR COMMON SLOPE AREAS ADJACENT TO GOLF COURSE:

1. Any changes to the slopes must be approved by the Architectural Committee.
2. Ground cover plants and/or shrubs. See the green binder in the library for suggested plants.

3. The Architectural Committee will approve landscape rock on the common slope areas adjacent to the golf course. See the green binder in the library for suggested size and color of rocks. Steep slopes may require rocks that can be stacked to prevent slippage. A weed barrier is required prior to laying any new materials.

4. Bushes or shrubs and/or placement of large boulders are required to enhance aesthetics.

#### C. GROUND COVERS FOR FRONT, SIDE, AND BACK YARDS

1. The Architectural Committee will approve the change from lawns and ground covers to rock landscape. A weed barrier is required prior to laying any new materials.

2. The Architectural Committee will approve the change from lawns and ground covers to synthetic/artificial turf in accordance with the HSCC Synthetic / Artificial Turf Requirements that may be found in the green binder in the library.

#### D. TREES

1. No front yard tree may be planted, removed, or relocated without the written approval of the AC. Trees may not be planted in any common area or common slope area.

2. Each residence is required to have at least one tree planted in the front yard area.

3. The AC will recommend the types of trees that may be planted. See the green binder in the library for suggested trees. Trees must be trimmed or pruned according to the required methods for the particular tree species.

4. It is recommended the Homeowner review the tree trimming/pruning guide brochure. The guide brochures are available in the green binder located in the library.

5. If permission is granted for the removal of a tree from the front yard, a new tree must be planted within sixty (60) days. A replacement tree must be no less than five (5) feet in height after planting.

6. When approval is given for the removal of a tree, it is required that the tree stump and tree roots also be removed within 90 days of the tree being removed.

#### E. HOME PAINTING, TRASH CONTAINERS, STORAGE UNITS

1. All residents are limited to painting their houses "earth tones" as preapproved by the Architectural Committee color palette. Existing modular housing is grandfathered to their original color or a color change to earth tone would be permitted. You must include paint chip samples.

2. A resident is required to screen trash containers with lattice, plant material, or potted plants to make the containers less visible from the street or golf course areas. If trash cans are visible behind a wrought iron fence or gate, they can be completely hidden by attaching a sheet of perforated flat metal to the inside of the fence or gate, painted the same color.

4. There shall be no outdoor storage units allowed on any resident property that are visible from the street, the golf course, or obstruct the view of the neighbors.

#### F. PATIO COVERS

1. Patio covers shall be of wood or Alumawood type material, painted metal with ribs not to exceed 12" spacing; vinyl in similar looks will be considered. No corrugated galvanized iron or plastic permitted.
2. Roll out fabric patio awnings and shade sails will be considered.
3. To add a patio in a location other than the rear of the house, consideration will be given by the AC on an individual basis taking into consideration the basis for the request.
4. Screened-in patios may be permitted for properties adjacent to the course, subject to Board approval.
5. Patios shall be painted white, beige or a color to match the existing trim of the house.
6. Patio covers shall not be used to store or park any vehicles, including golf carts.

#### G. ROOFING

1. It may be required that garages, roofed terraces, patios, porches, etc., have the same roofing material as the residence.
2. A property owner desiring to change the type of roofing material of their residence must also obtain the signatures of adjoining property owners on the permit form.

#### H. WINDOW AND DOOR COVERS, SCREENS, ETC.

1. All screen doors and security doors must be approved by the Architectural Committee. Both regular screen or security screen type doors will be considered. Screen doors may be painted white, beige, black or a color to match the front door or trim of the house. Non-painted aluminum screen doors are not allowed.
2. Windows can be screened with either regular type screen or "Suntex" type screening.
3. Window awnings can be constructed of wood, metal, Alumawood, or fabric.
4. It may be required that the awning match the existing color of the house or house trim.

## I. SATELLITE DISHES

1. Architectural approval must be obtained prior to installation of a satellite dish.
2. All satellite dish installations must comply with all current State and Federal regulations.
3. In siting the dish, consideration shall be given to selecting a location less visible from public view as possible, namely, away from the street areas and away from golf course view.
4. No satellite dish shall be installed near a neighboring home's front door. All satellite dishes that are currently located over a neighbor's front door, shall be relocated when the offending home, is sold and/or the offending homeowner changes satellite companies.

## J. FRONT YARD PLANTERS AND FRONT YARD COURTYARDS

1. Planters may be installed provided they are no higher than a two-course tan slump stone block wall, [block dimensions 6" W x 6" H x 16" L] with a matching cap, and does not exceed 16" in height.
2. A courtyard may be installed using tan slump stone block wall, [block dimensions 6" W x 6" H x 16" L] with a matching cap. The height of the courtyard wall cannot exceed 20."
3. No portion of the courtyard should be any nearer to the street area than any other portion of the residence or garage.
4. Courtyards may contain only patio-type furniture. Courtyards may not contain barbecues or other food-cooking equipment, nor be used for the storage of lawn/garden equipment, or golf cart.

## K. AIR COOLING UNITS

1. An air cooling unit must not be added, modified, or relocated without the written approval of the Architectural Committee.
2. Air cooling units are not permitted on any roof area.
3. A resident is required to screen the air cooling unit with lattice or plant materials to make the unit less visible from the street area or golf course.
4. No swamp, evaporative cooler or window air conditioners are allowed.

## L. WIRING AND UTILITIES

1. All utility lines to a residential lot shall be contained in pipes, conduits, cable, or vaults constructed, placed and maintained underground. Consideration will be given to the placement of wires and cable for communications above ground; however, said wires and/or cable must be concealed under house eaves or other means to make them less visible from the street and/or golf course.
2. Consideration will be given to the placement of wires and cable for communications above ground; however, said wires and/or cable must be concealed under house eaves or other means to make them less visible from the street and/or golf course.

## M. PARKING IMPROVEMENTS

1. Except for modular housing with a carport, each residence shall have one (1) two vehicle garage, with one (1) garage door.
2. Sheds, other accessory buildings, or addition to existing structures, to be used for parking purposes, are not permitted.
3. Driveway areas cannot be widened to accommodate the parking of more than two vehicles. Pavers, bricks, tiles or concrete may be allowed to widen the driveway for passenger's convenience only. Vehicles parked in the driveway may not exceed the width of the garage.
4. Drip pans or other materials to catch dripping automotive fluids must be removed and out of sight when the vehicle is not in the driveway.

## N. WALLS, FENCES, AND GATES

### WROUGHT IRON FENCING:

The vertical wrought iron bars shall be no wider than 1" in diameter and spaced on less than 6" on center. Top and bottom rails are to be a minimum 1/4" larger than vertical bars unless otherwise approved by the Architectural Committee. The wrought fencing shall be painted black or a color approved by the Architectural Committee.

### NON GOLF COURSE PROPERTIES:

1. Walls shall be constructed of tan cinder block, tan slump stone, or other white or tan vinyl material may be permitted.
2. Side yard and back walls, from the front corner of the residence to the back property line and across the back property line, a tan slump stone or tan cinderblock or white or tan vinyl material measuring no more than five (5) feet in height including the matching cap may be permitted.

### GATES FOR PROPERTIES NOT ON THE GOLF COURSE.

1. Depending on the location, a gate of a height of up to five (5) feet will be considered. In addition to wrought iron, vinyl gates may be considered; however, in no event will wood gates be permitted.

### GOLF COURSE PROPERTIES:

1. Golf Course Properties: (Area between property line and the common slope area) A tan slump stone block wall may be installed using 6" W x 6" H X 16" L slump stone blocks, two blocks high with a matching cap.
2. Golf Course Properties: (Side yard areas beginning from the rear portion of the house to the common slope area adjacent to the golf course) A two course tan slump stone block wall, using 6" W x 6" H x 16" L blocks with a matching cap, may be installed.

### FENCING FOR GOLF COURSE PROPERTIES:

1. Open Wrought iron or open vinyl fencing can be placed on the top of the two- course slump stone block wall that divides a property from the common slope area; however, the height of the fencing cannot exceed thirty (30) inches.



## GATES FOR GOLF COURSE PROPERTIES:

1. Only open wrought iron or open vinyl gates are permitted, and the gate height cannot exceed three (3) feet in height, from the ground to the highest point of the gate. The gate shall be painted black or white, or a color as approved by the AC.

## O. SPECIAL CONSIDERATIONS FOR MODULAR HOUSING

Realizing that modular housing exists in our community, special circumstances may need to be considered, such as how the unit was placed on the lot. The following rules have been established in addition to requirements noted in other sections of these architectural rules.

1. **SIDE-YARD PATIOS:** Consideration will be given to allowing a patio cover on a side yard area of modular homes. The minimum setback area, as required by code must be met, and the patio shall not be located any closer to the street than any other existing improvement on the property, but in no case, closer than ten (10) feet to the property side of the sidewalk area.

2. **FRONT YARD PATIOS:** For corner lot properties, a front yard patio may be permitted over the front entry area of the residence. The patio area may not exceed 200 square feet nor protrude any closer to a street area than any part of the residence, garage, and/or carport.

## P. CLOTHESLINES

1. Residents may install outdoor clotheslines or clothes drying racks in their exclusive-use back yard only and may only be used for laundry, which must be removed each day by dusk.

2. Clotheslines or clothes drying racks are not permitted on properties adjacent to common areas.

3. Clotheslines or clothes drying racks are not permitted where visible from the street or common areas.

## Q. FLAGPOLES AND FLAGS

1. Flagpole height may not exceed the height of the highest point of the house. |

2. The American flag must be flown according to protocol. In addition to the American flag, a resident may display a banner, a service, national, or state flag for a maximum of two flags on the pole.

## R. HOLIDAY LIGHTING

1. Holiday lighting shall not be installed prior to 30 days before the holiday.

2. All holiday lighting shall be removed within 30 days of the date of the holiday.