Sun City Shadow Hills® by Del Webb®

Rules & Regulations



Revised by the Board of Directors, August 31, 2026

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Sun City Shadow Hills Community Association

Rules and Regulations

Abbreviations / Acronyms	Name
SCSHCA	Sun City Shadow Hills Community Association
Community	Sun City Shadow Hills Community Association
Declaration	Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements
Rules	Rules and Regulations
Governing Documents	Articles of Incorporation, CC&Rs, Bylaws, Design Rules, Rules and Regulations, Compliance Procedures and any and all other Adopted Policies of Board of Directors
BOD	Board of Directors

INTRODUCTION

Purpose and Legal Status: The Sun City Shadow Hills Community Association (hereinafter, "SCSHCA") is formed as a nonprofit mutual-benefit California Corporation to operate and maintain facilities and develop and facilitate activities that promote an active adult lifestyle within the Sun City Shadow Hills community. SCSHCA shall refer to and mean the entire community known as "Sun City Shadow Hills Community Association," including all Lots and Common Areas (inclusive of Recreational Facilities), which are subject to the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations and Easements (hereinafter, "Declaration").

SCSHCA is charged with the duties and vested with the power prescribed by law and as set forth in the Declaration, the Articles of Incorporation, Bylaws, Design Rules, these Rules and Regulations (hereinafter, "Rules") and Compliance Procedure of the Association (hereinafter, collectively "Governing Documents"). In addition to the foregoing, terms which are frequently used in these Rules, as well as capitalized terms used in the Rules, shall have the same meaning when used in these Rules as defined and set forth in the Declaration. The Association takes all action through its Board of Directors (the "BOD"), unless otherwise provided in the Governing Documents. Members of the Association have specific privileges in the use and enjoyment of Association Common Areas and Recreational Facilities as prescribed by the Governing Documents, subject at all times to SCSHCA's right to reasonably regulate and control its facilities and property.

The facilities and programs of SCSHCA were developed specifically for our residents and their invited guests. The Rules and Regulations that follow will enable you to more fully enjoy and understand the Association and its many benefits. Please take some time to read about your Association and its operating concept. The Rules and Regulations will clarify many new terms and policies while providing basic rules for the use and enjoyment of Association facilities and programs. As in all cases, rules are to assist in the orderly and safe use and application of Association programs, and they are meant to have some flexibility for interpretation. While an Association must have rules, it is the intent of the Board of Directors that all programs be operated with customer satisfaction in mind.

Management, in turn, will target the highest level of customer service and program delivery for its primary objective. We encourage input and involvement from each resident and are committed toward using that energy to build upon and improve our community.

Please be reminded that the Rules and Regulations serve only as a supplement to the Association's existing Governing Documents. The attached information should not be considered an all-inclusive list of rules, regulations and responsibilities of every homeowner. We appreciate your support in our endeavor to provide a safe and desirable environment for all of our residents to enjoy the numerous benefits of living at Sun City Shadow Hills Community Association.

SECTION I

MANAGEMENT STRUCTURE

1.1 Governing Board of Directors:

SCSHCA is governed by a Board of Directors (BOD) that is empowered to exercise all duties necessary and appropriate for the administration of SCSHCA's affairs and to perform all responsibilities and exercise all rights of SCSHCA as stipulated in the Governing Documents and as provided by State and Federal law. The BOD is elected by the Owners and presently consists of five (5) directors.

1.2 Senior Management:

The General Manager is responsible for SCSHCA's day-to-day operations. Senior Management provides a full scope of management authority by effecting and implementing the policies and procedures of the governing BOD.

1.3 Committees:

SCSHCA has various committees. Two are established by the Governing Documents (Covenants and Design Review Committees), and they are vested with authority described therein. The Board has also established the other committees to act in an advisory capacity. Current committees are as follows:

1.3.1 *The View* Advisory Committee (VAC): The VAC is comprised of up to fifteen (15) SCSHCA Members in good standing. The CAC meets at least monthly and shall advise the Board and assist the Association staff in the communication of news and information to all residents, in a manner beneficial to the Association, through established communication channels including *The View*, the web-portal (www.scshca.com), flyers, and other communications channels, as available.

1.3.2 Covenants Committee (CC): The CC is comprised of up to nine (9) SCSHCA Members in good standing. The CC meets monthly in closed session for the purpose of conducting Member discipline hearings as outlined in the Governing Documents.

1.3.3 Design Review Committee (DRC): The DRC is comprised of five (5) SCSHCA Members in good standing. The DRC meets a minimum of twice a month for the purpose of reviewing and approving/disapproving Home Improvement Applications submitted by Members.

1.3.4 Emergency Preparedness Advisory Committee (EPC): The EPC is comprised of up to seven (7) SCSHCA Members in good standing. The EPC meets at least monthly and is responsible for implementing the Association's Emergency Preparedness and Action Plan, which includes organizing and training of volunteer residents to work together in the event of a major disaster.

1.3.5 Finance Advisory Committee (FAC): The FAC is comprised of up to nine (9) SCSHCA Members in good standing. The FAC meets with the Association's Treasurer and General Manager at least monthly and is responsible for assisting them in (1) reviewing monthly financial statements and compare with current budget and prior relevant periods, (2) review and analysis of the annual reserve study with the Association's Treasurer, (3) review of

investments of the Association, (4) review of proposed budgets for both the Association and Golf operations.

1.3.6 Golf Advisory Committee (GAC): The GAC is comprised of seven (7) SCSHCA Members in good standing. The GAC meets at least monthly and is responsible for making recommendations to the Board of Directors for improving golf programs and services. The GAC also assists the staff in reviewing proposed budgets and monthly financial statements pertaining to golf operations.

1.3.7 Safety Advisory Committee (SAC): The SSAC is comprised of five (5) SCSHCA Members in good standing. The SSAC meets at least monthly and is responsible for making recommendations to the Board of Directors that are designed to improve the security and safety of the Community. The SSAC also organizes the Neighborhood Watch program for SCSHCA as well.

1.3.8 Landscape Advisory Committee (LAC): The LAC is comprised of at least five (5) and not more than seven (7) SCSHCA Members in good standing. The LAC meets at least monthly and is responsible for inspecting common area landscaping and making recommendations to enhance and improve the appearance of the landscaping throughout the community.

1.3.9 Additional Committees: As necessary the BOD is authorized and empowered to appoint additional committees to assist the BOD and management in the effective pursuit of the Association's business affairs.

1.3.10 Committee Terms: For Committee member term of service see Association Governing Documents.

SECTION II

GENERAL RULES

2.1 Conduct Code:

Each Owner is liable and responsible for acquainting family members, Renters or Tenants, Guests (e.g. including, but not limited to, all invitees, vendors, service personnel and contractors) with the Governing Documents of SCSHCA, which include the Design Rules and these Rules and Regulations.

The Association considers a violation of this Conduct Code by Owners or the Owner's Tenants, Residents, Guests, invitees, and/or employees as serious and will subject the responsible Owner to disciplinary action in accordance with SCSHCA's Enforcement Policies and Procedures.

Note: All complaints regarding services rendered by any Association Staff member must be made to the General Manager of the Association for appropriate attention and handling.

2.1.1 Damage to Common Area: Each Owner is liable and responsible for any damage to the Common Areas, Recreational Facilities, individual Lots and/or violations of the Governing Documents caused by, or resulting from, Owner's own actions. Each Owner is responsible for the actions of his/her Tenants, Residents, Guests, invitees, and/or employees.

2.1.2 General Conduct: Each Owner, including his/her Tenants, Residents, Guests, invitees, agents and employees, as well as Association employees and vendors and their respective employees (hereinafter referred to as Association Staff), shall conduct himself/herself in a respectful and courteous manner with due consideration for others.

2.1.3 Obscenities, Verbal or Physical Threats or Attacks: The use of obscenities and/or verbal, or physical, threats or attacks directed toward any Owner (including his/her Tenants, Residents, Guests, invitees, and employees), or to Association Staff, will not be tolerated. Action by any person within SCSHCA, including but not limited to, all Common Areas (such as the Golf Courses, Clubhouses and related recreational facilities) which may be dangerous or create a health or safety risk or concern, hostile environment, turmoil, disruption or disturbance among Owners, Tenants, Residents, Guests, invitees, agents and/or employees is not permitted.

2.1.4 Board Meeting Etiquette: Board of Directors Meetings are held for the Board to conduct the business of the Association and for the Members (homeowners) to observe and be given an opportunity to address the Board. Meetings are not held to provide an opportunity for debate.

The following Rules of Etiquette shall be followed in order to ensure that the meetings are run efficiently and with the propriety reflective of the importance of Association business. All participants – Directors, Staff, and Members – are required to follow the Rules of Etiquette.

(a) Disruption of the meeting will not be permitted. Anyone who does not conduct themselves accordingly will be asked to leave the meeting. If a disruption continues a recess will be called to allow order to be restored. If the disruption continues after a recess, the

meeting will be adjourned and the business of the association will be delayed until the next monthly meeting.

(b) Refrain from talking during the Board Meeting.

(c) Silence or turn off all cell phones. If you must receive or make a call, leave the room.

(d) If you wish to address the Board (speak), you may do so during the "Open Forum" portions of the meeting. Only Association-related issues may be discussed. If you have a developer-related issue, stay after the meeting and you will be directed to the appropriate personnel.

(e) In order to be recognized in "Open Forum" a "Speaker Slip" must be filled out **prior** to the start of the meeting. "Speaker Slips" will not be accepted after the meeting is called to order.

(f) When called upon during the "Open Forum", proceed to the podium and state your name and address before commenting. Each speaker is entitled to address the board for a period not to exceed three (3) minutes. A speaker is not entitled to yield his or her allotted time to another.

(g) All comments and questions must be directed to the Board, not to an individual or to the audience.

(h) Personal attacks by anyone will **not** be tolerated during Board Meetings.

(i) Comments by Members from the audience or at other times will not be acknowledged by the Board.

(j) Your courtesy and adherence to proper etiquette during the Board of Directors Meetings is required.

Actions by a member (or agent of a member) in attendance which are found to have disrupted, disturbed or otherwise impeded the orderly conduct of any board meeting may result in the following actions: recess or adjournment of the meeting; removal of the member; subject to notice and hearing, suspension of the member's right to attend further meetings for a limited period of time and/or fines. Examples of such actions by a member (or member's agent) include repeated interruptions of board members during presentations or reports, refusal to yield the floor at the direction of the chair, handclapping, stomping of feet, whistling, making noise, using profane or obscene language or gestures, yelling or similar demonstrations, if and when such conduct substantially interrupts, delays or disturbs the peace and good order of the proceedings.

2.1.5 Audio and/or Video Recording of Association Meetings: It is strictly prohibited to audio or video record any Board, Committee or Membership meeting without the express written consent of the Board of Directors.

2.2 Resident Identification (ID) Cards and Transponders:

Membership in SCSHCA entitles each Residence to receive up to two (2) Resident ID Cards for use in accessing Common Areas and Recreational Facilities which is restricted to use by Residents and their Guests, as more fully described herein. Separate fees may be required for, but not limited to, golf, restaurant services, room rental, and participation in chartered clubs, resident group and certain fitness activities.

SCSHCA also provides up to two (2) transponders per residence for accessing SCSHCA through unmanned gates. Any additional or replacement transponders may be made available for purchase provided said additional or replacement transponder is to be utilized on a vehicle or golf cart owned and operated by the resident (see list of current fee schedules). Transponders shall not be given to and will not be issued to relatives or guests of a Resident.

2.2.1 Additional Resident ID Cards: If more than two (2) Residents occupy the Dwelling Unit, the Owner may purchase additional Resident ID Cards for each additional resident (see list of current fee schedules).

Note: As set forth in the CC&Rs and California Civil Code, each residence within SCSHCA must be occupied by at least one (1) person who is a Qualifying Resident (fifty-five (55) years of age or older). All other persons occupying a Dwelling Unit shall be a Qualified Permanent Resident, Declaration or Permitted Health Care Provider, as defined in SCSHCA's CC&Rs and California Civil Code.

2.2.2 Resident ID Cards – Access SCSHCA Facilities: The Resident ID Cards should be readily available and shown to Association Staff prior to utilizing any of SCSHCA's Common Areas and/or Recreational Facilities. If upon request of an Association representative, a person cannot produce a valid Resident ID Card, access to Common Areas and/or Recreational Facilities may be denied.

2.2.3 Resident ID Cards – Non-Transferrable: Resident ID Cards are non-transferrable. The Resident ID Card is for the exclusive use of the Resident whose name and photo appear on the front of the Resident ID Card. Use by anyone other than the Resident to whom it was issued may subject the Owner to disciplinary action by the BOD.

2.2.4 Resident ID Cards – Lost or Stolen: Lost or stolen resident ID Cards should be reported to the Association Office immediately. A replacement Resident ID Card will be issued for a fee (see list of current fee schedules).

2.2.5 Transponders – Generally: Staff, at the Association Office, handles transponders and all transponder-related issues during regular business hours. Each Lot is assigned two (2) transponders that, when activated and mounted properly to a vehicle, will signal the Resident-only gates to open automatically. Because a transponder represents a "key" for entry into SCSHCA, the Association urges Owners and Residents to take sensible security precautions.

2.2.6 Transponders – Non-Transferrable: SCSHCA issued transponders are non-transferrable. Use of a transponder by anyone other than the person to whom it is assigned may subject the Owner and/or Resident to disciplinary action, including suspension of privileges and/or other remedies available to the BOD under the Association's Enforcement Policies and Procedures.

2.2.7 Transponders – Lost or Stolen: If an Owner and/or Resident misplaces a transponder, or suspects that it has been stolen, he/she shall immediately contact the Association Office so the transponder can be deactivated. Residents can purchase replacement transponders at the Association Office.

2.2.8 Transponders – Selling/Sold Vehicle: When selling a vehicle, an Owner and/or Resident shall contact the Association Office to have the transponder deactivated and, if necessary, install a transponder on a different vehicle. A fee may apply.

2.2.9 Transponders – Inoperable: Any Owner and/or Resident who experiences a problem with a properly assigned and mounted transponder (inoperable transponder) shall notify the Association Office of the problem and Association Staff will replace or repair the inoperable transponder (this provision does not apply to Owner and/or Resident transponders that have been deactivated for disciplinary reasons).

2.3 Renting or Leasing a Residence:

The Owner of a Lot may rent or lease the entire residence on such Lot to a tenant from time to time, subject to the provisions outlined in the CC&Rs and these Rules with the exception of vacation rentals that are being administered by a responsible vacation rental program administrator, no Residence may be leased or rented for a period of less than thirty (30) consecutive days. As described in the CC&Rs and California Civil Code, at least one Qualifying Resident must reside in the Dwelling Unit throughout the entire rental period. All other occupants of the Dwelling Unit must be either a Qualified Permanent Resident(s), or a Permitted Health Care Provider(s), as defined in the CC&Rs and California Civil Code. The following limitations shall apply to all rental agreements and leases of a residence within SCSHCA:

For purposes hereof, the term "lease," "rent" and "rental agreement" shall be used interchangeably. The Owner of a Lot may lease such Owner's Residence to a tenant from time to time, subject to the provisions outlined in the CC&Rs and the following:

a. No Residence (or any part thereof) may be leased for a period of less than thirty (30) consecutive days.

b. At least one Qualifying Resident must reside in the Residence throughout the entire rental period. All other occupants of the Dwelling Unit must be either a Qualified Permanent Resident(s), or a Permitted Health Care Provider(s), as defined in the CC&Rs and California Civil Code.

c. The rental agreement shall apply to not less than an entire Residence (including Casitas when one exists).

d. The rental agreement must be to a Single Family as defined in the CC&Rs.

e. The rental agreement must acknowledge the sole right of the tenant, rather than the Owner, to use the Common Areas and Common Facilities during the period of the tenancy (except that voting rights in SCSHCA may not be transferred to a tenant, or lessee).

f. Owner must sign an Assignment of Privileges form to transfer Use Rights to tenant (see 2.3.1 for more detail).

g. Any rental shall be evidenced by a written rental agreement which shall provide that the tenancy is subject to the terms of the Governing Documents and that any failure of the tenant to comply with the terms of any Governing Document relating to residential leases, property use restrictions or the use and enjoyment of any portion of the Common Areas and Common Facilities shall constitute a default under the lease or rental agreement and shall entitle the Owner to terminate the tenancy upon thirty (30) days' written notice.

h. Should the rental be advertised on any platform, the posting must indicate the rental is a part of a 55+ community. All tenants must register in person at the HOA Office, located at 80-814 Sun City Boulevard, Indio, CA, and provide a copy of the rental agreement and provide proof of age.

2.3.1 Assignment of Privileges: While a residence is rented or leased, the Owner of said residence must agree to sign an Assignment of Privileges form. The Assignment of Privileges form serves as the Owner's acknowledgement that he/she has rented or leased the property and has assigned all use rights and privileges for SCSHCA common areas, clubhouses and other amenities, to the Owner's tenant or lessee. However, the Owners voting rights, for SCSHCA related elections, will remain with the Owner(s) throughout the term of the rental agreement or lease.

During the term of a rental agreement or lease, neither the Owner nor his/her guests will be permitted to use the Common Areas and Recreational Facilities. However, the golf course, when open for general public play and the Shadows Restaurant are available to the Owner and his/her guests. The Owner and his/her guests will be responsible to pay the applicable public rates for use and will not be entitled to any Owner discounted prices for golf, golf merchandise and food (except for promotional offers made available to the general public).

2.3.2 Rental and Lessee Assessments: While a residence is rented or leased, the Owner of Record remains responsible for payment of all SCSHCA Assessments.

2.3.3 Forfeiting Resident and/or Tenant (or Lessee) ID Cards: All Resident ID Cards and/or Tenant (or Lessee) ID Cards of previous tenants (including the Owner of the Residence) of the intended rental property shall be deactivated or returned to the Association Office, at 80-814 Sun City Boulevard, Indio, California 92203, prior to, or at the time new tenants are registering with the Association. Resident and Tenant (or Lessee) ID Cards will not be issued to the Owner's new tenants until Owner and/or previous tenant ID Cards have been surrendered or deactivated. There will be a charge for a Tenant ID Card each time the residence is rented or leased (see list of current fee schedules).

2.3.4 Disciplinary Action Against Tenants or Lessees: In the event that any tenant, or lessee, fails to honor, or comply with, the provisions of any Governing Document, SCSHCA shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances in order to preserve the quiet enjoyment of other Owners and Residents within SCSHCA.

SCSHCA's actions in response to a tenant's violation of the Governing Documents may include the following:

- Suspension of the tenant's privileges to use the Association's Common Areas and Recreational Facilities, which may include deactivation of the tenant's ID Card(s) and/or deactivation of Transponder(s)
- The imposition of fines and penalties against the Owner of the Residence

2.4 Guests:

In order for a guest to utilize SCSHCA's Common Areas and/or Recreational Facilities (including the fitness centers, swimming pools, tennis courts, bocce courts and billiard room), any guest seventeen (17) years of age and older must either possess a valid Guest Pass (Separate from a Guest Vehicle Pass) or be accompanied by the Host Resident at all times while using the Common Areas and/or Recreational Facilities. Additional fees are required for Guests to play golf and/or participate in special activities.

Use of SCSHCA's Common Areas and/or recreational Facilities and equipment by Guests is subject to certain age and use restrictions as specifically set forth in these Rules.

Guests sixteen (16) years of age or younger shall be accompanied at all times by the Host Resident or responsible adult guest who possesses a valid Guest Pass.

Lost or stolen Guest Passes are available at the Association Office and subject to a fee (see list of current fee schedules). Each Lot is assigned one (1) guest pass at no charge.

Host Resident is responsible for the behavior and actions of their invited Guests. If the Host Resident's invited Guest(s) violate the Association's Governing Documents, the Owner and/or Resident may be subject to disciplinary action by the BOD, which may include suspension of privileges and/or fines.

2.4.1 Definition of Guest: Individuals regardless of age, who stay with residents of SCSHCA for 60 total days and nights or less in a calendar year, are Guests. The 60-day threshold only applies to Guests staying overnight at Residences. A Guest may stay in a Residence without a Host Resident, i.e., a Qualifying Resident or a Qualified Permanent Resident, physically present.

Individuals who stay in a Residence within SCSHCA for more than 60 total days and nights in a calendar year are no longer Guests and must vacate the Residence or must qualify to reside in the community pursuant to Section 8.1.1 of the CC&Rs. Such individuals shall submit to the Association's age verification process and if required in the Board's sole discretion, provide proof of primary occupancy in the Residence that is satisfactory to the Board, or immediately quit occupancy of a Residence within the community. A vendor of a resident is a commercial invitee and not a Guest.

2.4.2 Access by Guests: All incoming drivers, without transponders, must show a valid driver's license prior to entry to SCSH.

2.5 Change of Address:

The Owner of the Lot is obligated to immediately notify the Association, in writing, of any change of mailing address, whether such change is temporary or permanent. Failure to do so may delay delivery of account statements, Association notices and other time-sensitive material sent out by the Association.

2.6 Access by Service Providers (Commercial Visitors):

Vendors, contractors and other service providers (Commercial Visitors) are permitted entry only for the purpose of authorized work at a designated project or delivery to a particular residence address (also defined in the Vendor Access Control Program.)

2.6.1 Commercial Visitor Access to Community and Commercial Visitor Passes: All Commercial Visitors are required to access SCSHCA through manned gates or gates as designated, and must obtain a Vendor Pass prior to entry. All Commercial Visitors are to properly display the valid Pass on the dashboard of the commercial vehicle for which the pass was issued and assigned.

Commercial Visitors accessing the property more than three times a month may acquire a transponder for commercial entry through manned Gates defined in the Vendor Access Control Program.

2.6.2 Solicitation by Commercial Visitors: Commercial Visitors are strictly prohibited from soliciting work or distributing flyers and/or other advertising at any time.

2.6.3 Signage by Commercial Visitors: Commercial Visitors are strictly prohibited from displaying commercial signage on the residential property where business is being conducted. It is further prohibited to display commercial signage on any other residential property or common areas, or common facilities, within SCSHCA as well. However, company signage, properly affixed to, and customarily intended for the commercial vehicle is acceptable (e.g. magnetic signs, acrylic stick on signs, etcetera).

2.6.4 Commercial Visitors Access Limitations: Commercial Visitors, with a valid Commercial Visitor Pass, may be granted access into SCSHCA, except on Sundays, to perform routine (non-emergency) outdoor residential construction or maintenance service according to the following schedule:

- Monday through Friday 7:00 am to 6:00 pm
- Saturday 8:00 am to 6:00 pm (or as permitted by City of Indio or County of Riverside Ordinances)
- Nationally Observed Holidays (No Access and No Work)

All incoming drivers not registered to the Vendor Program, must show a valid driver's license prior to entry.

Note: For the purpose of this Section, Nationally Observed Holidays are as follows:

- *New Year's Day*
- *Martin Luther King Jr. Day*
- *President's Day*
- *Memorial Day*
- Juneteenth
- *Independence Day*
- *Labor Day*
- *Thanksgiving Day*
- *Christmas Day*

2.6.5 Noise Produced by Commercial Activity and Emergency Work: Use of noise-producing equipment and tools, including but not limited to leaf blowers, landscape vacuums, lawn mowers, edger's, hammers, saws and other power tools is only permitted between the hours of 7:00 am (8:00 am on Saturday) and 5:00 pm except on the golf course (in accordance with the Unusual Work Conditions Permit issued by the City of Indio) and in the case of an emergency. An "emergency" shall mean an unforeseen occurrence that a reasonable person could expect to result in severe damage to the residence or surrounding property without immediate service by a professional contractor or service vendor.

2.6.6 Commercial Daily Cleanup: Commercial Visitors shall cleanup any trash or debris daily, including site debris that may potentially blow off the site, and mud tracked onto roadways within SCSHCA. Dumpsters shall be covered at all times when work is not being performed. All common area damage (including damage to SCSHCA streets) shall be reported immediately to community patrol staff.

2.6.7 Damage to SCSHCA Common Areas by Commercial Visitors: Commercial Visitors or the Residential Property Owner where the Commercial Visitor is providing services, are responsible to pay the cost to repair damages made by the Commercial Visitors to any common areas, including SCSHCA streets.

2.7 Sale of Home:

The Association Office shall be notified at the time a residence is sold. Upon completion of the sale, the selling Owners Resident ID Cards will be deactivated and/or shall be surrendered to the Association Office.

2.7.1 Seller's Obligation to Provide Governing Documents: California State Law obligates the Owner/Seller to provide prospective purchasers with copies of the Governing Documents (CC&Rs, Bylaws, Articles of Incorporation, Rules and Regulations, Design Rules Enforcement Policies and Procedures and Assessment and Billing Collection Policy) as well as a statement showing the status of the Owner's account with the Association.

2.7.2 Non-Transferrable Transponders, Resident and Tenant ID Cards and Guest Pass: All transponders, Resident ID Cards and Tenant ID Cards in the Owner/Seller's possession or control are to be returned to the Association Office by close of escrow. Transponders, Resident ID Cards and Tenant ID Cards are not to be transferred to the new Owner. The new Owner is responsible for registering with the Association Office and will receive transponders and ID Cards at that time.

2.7.3 Open House Rules: The following rules apply to Residents (or their realtor) having an open house in an effort to sell their home:

- One (1) "For Sale" sign per residence, located wholly within the lot
- "Open House" directional signs are permitted on SCSHCA Common Areas
- Permission must be obtained from property owners before directional signs are placed on private property
- The color of "Open House" directional signs shall be beige and brown.

- One (1) "Open House" sign is allowed on the property of the house having the showing during the hours of the open house
- Signs are limited to a maximum area of six (6) square feet in size
- T-frame signs are not permitted
- Signs are not to be visible from the golf course

2.8 Signage – Generally:

Signage Rules for SCSHCA are as follows:

2.8.1 For Sale or For Rent/Lease Signs: One "For Sale" or "For Rent/Lease" sign per residence will be permitted within SCSHCA when located wholly within the lot being advertised for sale or rent/lease. Signs are limited to a maximum area of six (6) square feet in size. The sign color shall be beige background with brown letters. Signs are not to be visible from the golf course.

2.8.2 Identification Signs: Owner Identification signs must be approved by the DRC and must conform to the below requirements:

- Only one (1) per lot
- Must be compatible with the area, Owners house and landscaping
- Owner must specify type of materials used, sign dimensions, color and the exact proposed location

2.8.3 Home Alarm/Security Signs: Residents are permitted to post a sign from a home alarm or security company providing home alarm or security service to such residence. The sign may be posted near entry, facing golf course, or in a window of the home, but should not exceed one square foot in size.

2.8.4 Event/Political Signs: Residents are permitted to simultaneously display up to three (3) event/political signs and flags on their Lot. The signs cannot be identical or substantially similar to any other event/political sign placed on the same Lot. Event/political signs may be displayed no more than thirty (30) consecutive days before the event or election and must be removed the day after the event or election. Political flags count as signs and are defined for these guidelines as signs. Event/Political signs may only be displayed in the front yard. US flags are exempt from these guidelines and may be displayed all year round. Flags may not be larger than 15 sq. ft. and signs may not be larger than 9 sq. ft. At no time shall such signs violate applicable law

2.9 Association Documents and Financial Statements:

Reference copies of the Association's Governing Documents are posted on the SCSHCA website which is restricted to residents that are registered with the website. Photocopies of documents may be provided upon a Member's written request (per applicable Davis-Stirling Common Interest Development Act Article 5 Section 5200) to the Association Office and payment of the document production cost.

2.10 Association Official General Notice Bulletin Boards:

The official locations for the posting of General Notices to the membership are as follows:

- Association Office (Bulletin Board) – 80-814 Sun City Blvd., Indio, CA 92203
- Montecito Clubhouse (Bulletin Board) – 80-888 Sun City Blvd., Indio, CA 92203

- Santa Rosa Clubhouse (Bulletin Board) – 81-420 N. Sun City Blvd., Indio, CA 92203

2.11 Solicitation – Generally:

Solicitation is prohibited within SCSHCA unless prior written approval is obtained from the BOD or General Manager. This includes use of the information tubes (see section on Association information tubes found within these Rules for further clarification), door-to-door solicitation and solicitations at chartered club, resident group, Board and other Association meetings.

2.12 Garages, Garage Sales and Other Sales:

The following are general rules pertaining to garages, garage sales and for sale items:

2.12.1 Garages:

- Garage doors must be kept closed when unattended. An exception is when doors may be kept ajar at a height of 1 to 2 feet to allow the removal of excess heat from the garage.
- Garage doors must be kept in good repair, and may not have slots or openings for mail, pet access, or any other use that are visible from the street.
- Except for ADUs and JADUs (as defined in Rule 2.3), no garage shall be used as a residence or for residential purposes. For rules governing the use and construction of ADUs and JADUs, refer to Association's Design Rules, Section 4.1.2.

2.12.2 Garage Sales: Garage sales are not permitted on residential Lots within the Community at any time.

2.12.3 For Sale of Personal Items: Automobiles, motorcycles, motorbikes, golf carts or other motorized vehicles shall not be parked on any Association Streets, Common Areas, Parking Lots or resident driveways with the intent of advertising the sale of such vehicles. The SCSHCA website has a classified section that can be utilized for advertising the sale of such items. SCSHCA has designated bulletin boards (as space allows) that can be utilized for advertising the sale of such items as well.

2.12.4 Estate or Probate Sale: An estate, probate or liquidation sale is a sale to dispose of a substantial portion of the materials owned by a person who is recently deceased or who must dispose of his or her personal property to facilitate a move. A sale of this nature is permitted with supporting documentation provided to the Association office prior to sale. Upon receipt of documentation a permit will be issued for one day only, unless otherwise approved by HOA Management, in writing, for a maximum of two (2) days. The Association will only allow one sale of this type per resident. The estate sale must be held in the confines of the Residence. Garage doors must remain closed during sale.

2.13 Association Information Tubes:

Adjacent to each mailbox is an "Association Information tube" which may be used for the distribution of information from the Association or its Board, Association committees, chartered clubs, resident groups and others, as authorized by the Association. These guidelines are only intended to regulate the use of the Association information tubes and are in no way intended to infringe upon a person's constitutional right to freedom of speech or ability to communicate via the U.S. mail. SCSHCA information tube rules are as follow:

2.13.1 Information Tube Use for Solicitation Purposes: The Association information tubes may not be used for solicitation purposes or for the distribution of advertisements of any kind.

2.13.2 Information Tube Use by Chartered Clubs and Resident Groups: Due to the fact that the information tubes are not assigned to specific mailboxes, the distribution of charter club or resident group member information is permitted, however, must be approved by the Association (see Common Area Promotional Displays in Association Facilities).

2.13.3 Information Tube Use, Generally: Use of the Association information tubes for any other purpose or by any other persons is prohibited unless written authorization has been obtained from the Association.

2.13.4 Use of Information Tubes: The use of information tubes, next to the mailboxes, is reserved for Association use only. Chartered Clubs may request the distribution of their promotional material to the information tubes when their event is open to all members of the community. The promotional material content and date of distribution must be approved through the Association and must also contain the stamp of approval (as mentioned above). All approved items must be delivered on the specified date and all uncollected items must be removed by the Chartered Club within seven (7) days of the original distribution date or as directed and approved. Those dates may not conflict with any other Charter Club distribution or Association related items including The View magazine.

2.14 Holiday Decorations:

Exterior holiday decorations are permitted. The design and quantity of the decorations shall be in good taste, and the Design Review Committee, in its sole discretion, maintains the right to determine if such decorations are contrary to good taste. Exterior holiday decorations may be put up no more than ten days prior to the holiday and must be removed within five days after the holiday.

December holiday decorations, including typical exterior holiday decorative lights, may be displayed between Thanksgiving Day and January 10th.

Holiday decorations in general should not cause light glare or other safety hazards related to vehicular or pedestrian traffic.

2.15 Collection Sites on Residential Properties:

Residential property may not be used as a collection site for charities or other altruistic efforts if any attributes of said collection efforts are apparent from the exterior of the Dwelling Unit.

2.16 Trash, Green Waste and Recycling Containers and Collection:

Pursuant to the Association Governing Documents "Trash Containers and Collection", "No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size style which are in accordance with City of Indio requirements. In no event shall such trash containers be maintained on any lot so as to be Visible From Neighboring Property, unless the containers are being made available for collection and then only for the day of collection."

All trash, green waste and/or recycle materials must be kept in proper containers and stored so as to not be visible from the street, common areas or golf course at any time and must be concealed behind a solid wall, or in the garage, other than the scheduled trash pickup day. Trash containers, green waste containers and/or recycle containers may be put curbside no earlier than 4:00 pm the day before

scheduled collection. The aforementioned containers must be properly put away no later than 10:00 pm on the day of pickup.

2.17 Storage:

Open storage, of any kind, that would negatively impact the attractive appearance of the Community, as determined by the Design Review Committee, is prohibited. All storage of items not in active use and storage sheds are to be located in rear or side yards behind a solid wall and shall not be visible from any street, common area, golf course and/or neighboring properties.

2.18 Interior Window Coverings:

Pursuant to Association Governing Documents "Window Covers" of the CC&Rs, No window shall be covered with aluminum foil, cardboard, bed sheets, newspaper, or other not commonly accepted material. Only commonly accepted interior window coverings, such as curtains, drapes, shutters or blinds may be installed as window covers. Permanent type inside window coverings, such as, drapes, blinds or shutters are permitted.

2.19 Outdoor Lighting Requirements:

SCSHCA requires that the garage and address lights be illuminated from dusk to dawn 365 days of the year. These lights are controlled by a sensor and automatically turn on at dusk. It is the Owner's responsibility to ensure these lights are in working order and to replace the bulbs promptly when they burn out.

2.20 Pets and Pet Park(s):

The following Rules and Regulations pertaining to pets are consistent with Association Governing Documents:

2.20.1 Limitation on Number of Common Household Pets: No more than three (3) common household pets may be kept on any Lot or within any Residence, and in no event shall any pet be maintained for breeding or other commercial purposes. The limitation of three (3) pets per household shall not apply to caged birds that are maintained within a Residence or to fish maintained in an aquarium. No other animals, livestock, or poultry of any kind shall be kept, bred, or raised on any Lot or in any Residence. Upon the written request of any Member, the Covenants Committee, or the Board of Directors if there is no Covenants Committee, shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal, bird, fowl, poultry, reptile or livestock is a generally recognized house or yard pet, whether such a pet is a nuisance, or whether the number of animals or birds on any such property is reasonable. Farm animals are not deemed to be household pets.

2.20.2 Pet Facilities: Unless approved by the Design Review Committee, no structures for the care, housing or confinement of any pet on any Lot shall be maintained so as to be visible from Neighboring Property.

2.20.3 Tethering: Household pet shall not be left chained or otherwise tethered on a Lot or in the Common Area. Pet owners shall be responsible for the prompt removal and disposal of pet wastes deposited by their pets in the Community.

2.20.4 Responsibility of Pet Owners, Generally: Each person bringing or keeping a pet within the Community shall be solely responsible for the conduct of the owner's pets. The Association, its Board, officers, employees and agents shall have no liability (whether by virtue of this Declaration or otherwise) to any Owners, their family members, guests, invitees, tenants and contract purchasers for any damage or injury to persons or property caused by any pet.

Owner or keeper of a pet shall not allow or permit the pet to run at large in any common area, except the pet park(s), or unenclosed private place other than those of the owner unless the dog is securely restrained by a substantial leash not exceeding twelve (12) feet in length. Pets shall not be left unattended in the Association Common Areas, including pet park(s). County ordinances regarding leash laws will be strictly enforced.

Pets are not permitted on any golf course at any time. Dog walking at Avenida Sombra where Avenida Sombra meets Sun City Blvd. behind hole number 7 is not permitted. All other areas, you may walk your dog along the edge of the Golf Course as long as you and your dog do not walk beyond nine (9') feet from the edge of the street. Pets, other than as a legitimate service animal functioning as a permissible reasonable accommodation are not permitted in the Recreational Facilities including, but not limited to, the clubhouses, tennis courts, bocce courts or pool areas. Pets are not allowed on the Lot of another Owner without permission and should not be allowed to soil another Owner's property. Pet owners are responsible for the removal and proper disposal of their pet's litter from Association Common Areas, including pet park(s).

No Owner or Resident may raise or keep pets that interfere with, or have a reasonable likelihood of interfering with, the rights of any other Owner or Resident to the peaceful and quiet enjoyment of such Dwelling Unit. Excessive noise, including but not limited to loud, persistent or habitual dog barking, howling, yelping, or other animal noise, is deemed a nuisance and is prohibited. Pets that may become dangerous or attack or otherwise interfere with the freedom of movement of persons and other pets on the Common Area are a nuisance. The Association shall have the right to prohibit any animal that constitutes a nuisance from the Community.

Owners of pets shall be fully responsible, either by financial reimbursement or corrective action to be determined by the Board, for any damage or disturbances that their pets cause including, but not limited to, damage to individual Lots, Common Area and/or Recreational Facilities.

2.20.5 Pet Park(s): The Association has fenced pet parks reserved for Residents and their pets. Residents use the parks at their own risk. The pet parks are located on the South side of the Community off Avenida Los Padres and at the North end of Phase 3. The Parks are open from 7:00 am to dusk daily. Due to the many different interpretations of dusk, the Board of Directors has defined "dusk" for purposes of opening and closing the pet park. From November 1 to March 15 (basically during Standard time) the pet parks will close at 5:00 pm. From March 16 to October 31 (basically during Daylight Saving time) the pet parks will close at 8:00 pm.

Pets may only be taken off the leash when inside the confines of the pet park(s). Owners of small pets must use extra caution so that their pets do not escape the confines of the pet park(s). Each pet owner is responsible for removing the pet's litter, including fecal matter,

from the pet park(s) and disposing of it at home or in the pet park(s) receptacle. Throwing pet waste over the fence is prohibited and may result in the assessment of a fine.

Unruly dogs and female dogs in heat are not allowed in the pet park(s). Pets that attack or otherwise present a danger or interfere with the freedom of movement of persons and/or other pets shall constitute a nuisance. The Association shall have the right to prohibit from the pet parks any Resident and/or animal that constitutes a nuisance, such as excessive noise, odors or other public health considerations.

In an effort to help all enjoy the pet park(s) and keep it clean and safe, water dishes must be emptied and chairs should be stacked when leaving the park(s).

The pet park(s) may be closed from time to time for over-seeding or other landscape maintenance.

2.21 **Common Area Tree Removal and Replacement**:
The decision as to whether to remove and possibly replace a tree is according to the sole discretion of the Board.

2.21.1 Removal: A common area tree can only be removed if it is “diseased/dead”, causing property “damage”, or could pose a “danger”. In the event a common area tree fits into one of these categories, a written recommendation from an arborist will be obtained and provided to the Board indicating that the tree in question qualifies to be removed based on the aforementioned criteria prior to it being removed.

2.21.2 Replacement: Common area trees removed after the effective date of the policy must be replaced with an equal number of trees.

2.21.3 Replacement Size: All common area replacement trees will be a minimum twenty-four inch (24”) box or larger (specific size will be determined at the Board’s discretion) in size and will be planted as near as practical to the location where the original trees were planted.

2.21.4 Determination of Replacement: Whether, or not, to replace a common area tree is at the discretion of the Board of Directors. All disputes regarding the location of replacement common area trees shall be referred to the Board of Directors whose decision shall be final.

SECTION III

TRAFFIC AND PARKING

3.1 Definitions for the Purpose of this Section:
The following definitions are intended to better describe some of the terms used throughout this Section III:

3.1.1 Passenger Vehicles: As used in this section, "passenger vehicles" shall be defined to be station wagons, family sedans, compacts, SUV's, subcompacts, golf carts (see 3.1.8 below) and similar passenger vehicles, as well as pick-up trucks of one (1) ton or less capacity, including those with camper shells not exceeding seven (7) feet in height measured from ground level, and mini-motor homes and/or passenger vans not exceeding eight (8) feet in height and eighteen (18) feet in length, used on a regular and recurring basis for basic transportation which are parked as provided in these Rules and Section 8.12 of the Declaration.

3.1.2 Non-Conventional Vehicles: As used in this section, "non-conventional vehicles" shall be defined to be motor vehicles which are classified by the manufacturer as: 1) pick-up trucks of more than one (1) ton capacity; 2) pick-up trucks with camper shells exceeding seven (7) feet in height measured from ground level; 3) mini-motor homes and/or passenger vans exceeding eight (8) feet in height (measured from ground level) and eighteen (18) feet in length and 4) utility trailers.

3.1.3 Commercial Vehicles: As used in this section, "commercial vehicles" shall be defined as a truck and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or on which materials and or tools are visible. The type of motor vehicle license plate shall not be material to the foregoing definition.

SCSHCA Residents, who have commercial vehicles with signage affixed to the vehicle as described above, are prohibited from parking said commercial vehicle within SCSHCA (including Owner's residential driveway) overnight at any time. "Overnight" is defined as 2:00 a.m. to 6:00 a.m."

3.1.4 Recreational Vehicles: As used in this section, "recreational vehicles" shall include, without limitation, travel trailers, boats, boat trailers, campers, trailer coaches, buses, motor homes or any other similar type of equipment or oversized noncommercial vehicles.

3.1.5 Short-Term Non-Conventional and Recreational Vehicle Parking: As used in this section, "Short-term non-conventional and recreational vehicle parking" shall mean the parking of a non-conventional or recreational vehicle in front of the Owner's Lot or in owner's driveway as provided in these Rules.

3.1.6 Temporary Parking: As used in this section, "Temporary parking" shall mean parking between the hours of 6:01 am and 1:59 am for the purposes of furnishing services to an Owner or Resident or for loading and unloading purposes, related to the Resident's Lot.

3.1.7 Overnight: As used in this section, "Overnight" shall mean the hours between 2:00 am and 6:00 am.

3.1.8 Golf Carts: Golf carts shall mean and refer to any golf cart and/or all similar sized 4-wheeled vehicles, as defined by the Department of Transportation.

3.2 Licensed Drivers:
While SCSHCA is a private subdivision, California vehicle laws apply to drivers while driving on the streets. Only a person having a valid vehicle operator's license as defined by the California Vehicle Code shall operate motor vehicles.

3.3 Driving and/or Parking Prohibited in Areas Intended for Pedestrians:
Driving and/or parking any passenger, commercial or recreational vehicle is strictly prohibited on pedestrian paths, sidewalks, landscaped areas, construction areas and any other area that would constitute a safety hazard of interfere with the use of, or access to, SCSHCA common areas or common facilities.

3.4 Adherence to Driving and Parking Regulations:
Any and all persons operating and/or parking a motor vehicle in SCSHCA are required to comply with these traffic and parking regulations, as determined by the Board.

3.5 Enforcement of Traffic and Parking Rules:
SCSHCA and its community patrol officers will enforce the traffic and parking rules throughout the Community.

3.6 Liability Pertaining to the Issuance of Guest Passes:
SCSHCA, its managing agent, and its gate attendant and community patrol service provider assume no liability for damage to persons or property arising from the issuance of guest passes, or otherwise, to enter the Community.

3.7 Temporary Resident and Guest Passes and Special Events Guest Passes:
Temporary resident and guest passes are issued by gate attendants at the main entrances in accordance with current SCSHCA Rules (and/or Post Orders). Gate Attendants may also issue special passes for specific purposes as needed, such as special events, resident parties, etc.

3.8 Traffic Control Devices:
Removal or tampering with any barrier, fence, post, cone, sign or other item placed for control of traffic or parking is prohibited. A person shall not attempt to or in fact alter, deface, knock down or remove any official traffic or parking control devices or any inscription, shield or insignia thereon, or any part thereof.

3.9 Association Community Patrol Exemption to Regulations:
Vehicles, bicycles and/or golf carts operated by SCSHCA's community patrol while in the performance of its duties are exempt from these traffic and parking regulations in an emergency situation.

3.10 Skateboards and Scooters:
The use of skateboards and scooters (or motorized skateboards and scooters) is strictly prohibited within SCSHCA streets, parking lots and common area.

3.11 Traffic and Parking Violations:

Compliance Assessments for violations of SCSHCA's traffic and parking regulations will be consistent with the Association's Enforcement Policies and Procedures. Citations issued by community patrol officers do not appear on a driver's public driving record. Any disciplinary action taken will be against the Resident/Owner to whom the violation was issued, the Resident/Owner the Guest came into the Community to see.

3.12 Association's Right to Tow Vehicles:

SCSHCA shall have the power, but not the obligation, to have any vehicle parked in violation of the Association's Governing Documents towed from the Community at the vehicle owner's expense.

3.13 Proper Display of Passes, Generally:

Parking within SCSHCA requires the possession and proper display of a valid Resident Pass (when applicable), Resident Recreational Vehicle Pass, Guest Pass or Commercial Visitor Pass at all times. Such possession and display does not guarantee the availability of a parking space at any given time. The Resident or pass holder is responsible for locating an authorized parking space.

3.14 Overnight Street Parking:

In order to maintain the aesthetic environment of the Community, except for short-term non-conventional and recreational vehicle parking permitted in the Association's Governing Documents, no vehicle of any kind may be parked overnight (2:00 am to 6:00 am) upon any street within SCSHCA. Vehicles of all Owners, Residents, Guests and invitees shall be parked within the Lot Owner's enclosed garage or upon the driveway of the Lot, as long as no part of the vehicle extends beyond the driveway.

3.15 On-Street Parking Exceptions:

The General Manager or designated Association representative may waive on-street parking prohibitions enumerated herein during busy holiday periods or as deemed necessary to provide for short-term guest vehicle parking on the residential streets for no more than 48 hours in any single session not to exceed 120 hours (5 days) in any calendar month. On-street parking passes may be obtained during business hours in the Association office.

3.16 Parking, Generally:

Parking is authorized only in those areas designated for the type of pass issued. Parking must be in full accordance and compliance with the signs posted within SCSHCA, the Association's Governing Documents and these Rules.

3.17 Prohibited Parking Areas:

No parking is permitted in the Common Areas except in established and marked parking areas. Parking is specifically prohibited in the following areas:

- Landscaped Areas of Any Kind
- Blue Hatched Areas Adjacent to Handicapped Parking
- Red Zones
- Fire Lanes
- Sidewalks
- In Front of Resident Mailboxes (6:00 am - 6:00 pm excluding Sundays and Holidays)

- Any Area that would Create a Safety Hazard or Interfere with Access to, or use of, Association Facilities

3.18 Special Parking Areas:

The following areas are considered "Special" parking areas within SCSHCA:

- Blue Zones: These spaces are reserved for disabled persons who properly display an authorized handicapped placard or license plate. The California State Laws pertaining to all authorized handicapped (or "Blue Zone") parking is fully enforceable within SCSHCA.
- Green Zones: These spaces are reserved for loading or unloading passengers or freight, not to exceed twenty minutes.
- White Zones: These spaces are reserved for loading/unloading passengers or freight, not to exceed five minutes.

3.19 Temporary Daytime Street Parking:

Temporary street parking shall only be permitted during normal business and construction hours as identified by SCSHCA from time to time.

3.20 Non-Conventional and/or Commercial Vehicle Overnight Parking:

Except for temporary parking as defined in this section, non-conventional and/or commercial vehicles shall not be permitted to remain within any area of the Community, including, without limitation, streets, driveways, Common Areas, Recreational Centers or the side and rear yards of an individual Lot, unless parked within an enclosed garage.

3.21 Association's Right to Park Non-Conventional and/or Commercial Vehicles Overnight:

Notwithstanding any provisions contained within the SCSHCA Governing Documents to the contrary, when necessary and appropriate, the Association may park commercial vehicles, non-conventional vehicles and equipment within any portion of the Community to facilitate maintenance, repairs, and general operation of the Community.

3.22 Overnight Montecito, Santa Rosa Clubhouse and Shadow Hills Golf Club and Restaurant Parking:

Except as otherwise provided herein, no vehicles shall be parked in any Clubhouse parking lot after 2:00 am.

- The Association office will be responsible for issuing and tracking parking passes. A copy of each pass will be placed in the unit file.
- Passes will be issued on a first come-first serve basis with a total of (30) passes available on a daily basis. Homeowners may request a pass fifteen (15) days in advance.
- Passes will be issued for a minimum of 24 hours and a maximum of 72 hours. Passes will be valid from 8am – 8am.
- Homeowners are permitted to receive passes for a cumulative period not to exceed 72 hours in any calendar month or 72 hours in any single session.
- Passes will only be available for passenger vehicles that fit within one (1) parking space. This will not allow parking of recreational vehicles (RV) in the Clubhouse parking as the R.V. pass is utilized for parking these vehicles on the streets within the community.
- The Shadow Hills Golf Club and Restaurant parking lot will serve as a back-up parking solution and will only be utilized if all spaces available at the Montecito or Santa Rosa Clubhouses are reserved.

- Passes issued for the Shadow Hills Golf and Restaurant will require prior approval through the Association Office.
- Overnight parking will only be allowed on the row of parking spaces closest to and facing Sun City Boulevard at the Montecito and Santa Rosa Clubhouses and closest to and facing 40th Street at the Shadow Hills Golf Club and Restaurant.
- Parking passes are required to be displayed in the lower left corner of the front windshield.
- The resident will need to authorize a pass for their guest. The resident or guest may pick up and sign for the pass.
- If a vehicle is parked overnight in the parking lot(s) without the proper pass or an expired pass, the resident will be subject to a fine.
- Patrol will monitor these vehicles on a daily basis so that the policy is not abused.
- The Lifestyle and Fitness event schedule will be reviewed on a monthly basis to determine the dates that overnight parking will not be allowed.
- The Homeowners and guests park their vehicle(s) at their own risk. The SCSHCA and Golf course operator will not be held liable for vehicles that have been authorized to park in the Montecito and Santa Rosa Clubhouse or Shadow Hills Golf and Restaurant Parking Lots.

3.23 Short-Term Recreational Vehicle Parking:

Resident: Short-term personal recreational vehicle parking shall only be permitted for a cumulative period not to exceed 120 hours (5 days) in any calendar month or 48 hours in any single session for the purposes of cleaning, loading or unloading.

Guests of Residents: A guest's short-term personal recreational vehicle shall only be permitted to park for 48 hours maximum, in a calendar month.

3.23.1 Awnings or Slide-Outs: Recreational vehicles parked on any SCSHCA street may not deploy awnings or slide-outs (pop-outs) on the street side of vehicle except for a forty-five minute period to allow quick access for cleaning.

3.23.2 Overnight Living: Camping and/or overnight living in any recreational vehicle, commercial vehicle, passenger vehicle, non-conventional vehicle, truck, boat, trailer, van or garage is strictly prohibited while located within SCSHCA.

3.24 Recreational Vehicle Parking, Generally:

Except for short-term noncommercial recreational vehicle parking, as provided within the Association's Governing Documents and herein, no recreational vehicle shall be permitted to remain within an area of the Community, including, but not limited to streets, Common Areas, Clubhouse parking lots, driveways and/or the side and rear yards of a Lot, unless parked within the enclosed garage of the Owner's Lot or, with prior written approval from the Association.

3.25 Vehicle Repair and Abandonment:

No passenger vehicle, golf cart, recreational vehicle, commercial vehicle, non-conventional vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, disabled, or serviced within SCSHCA, unless same can be done inside an Owner's garage with the garage door closed. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to minor repairs of passenger vehicles.

3.26 Vehicle and Golf Cart Parking in Association Parking Lots:

All vehicles shall be parked one (1) vehicle per marked space in all SCSHCA parking lots. However, Golf carts measuring fifty inches or less in width shall park in such a manner as to accommodate two (2) carts in one parking space. Golf carts wider than fifty inches may park one (1) cart per parking space.

SCSHCA clubhouse parking lots have some parking spaces dedicated for golf carts. Only golf carts may park in spaces so designated.

3.27 Personal Golf Cart Registration:

All golf carts owned by residents must be registered with the Association office and/or golf Pro-Shop. Golfers, with personal golf carts, must be registered at the Pro-Shop. Proof of valid golf cart liability insurance for the golf cart must be provided at the time of registration and to obtain a transponder for the golf cart. The insurance policy must show golf cart liability coverage for driving on streets within the gated community (Not just to, from and on the golf course). Drivers of golf carts must be licensed drivers or have a valid learner's permit and be accompanied by an adult driver. The golf cart owner must also sign a golf cart Registration Agreement available at the HOA office, agreeing to hold Sun City Shadow Hills Community Association free and harmless from damage or claims of any nature whatsoever that may arise from or through use of their golf cart. The owner of the golf cart must also agree to maintain their golf cart liability insurance coverage at all times for use of their golf cart within the gated community of Sun City Shadow Hills.

Golf cart stickers are issued only to Residents with golf carts. These stickers should be applied to the passenger side bottom bumper or the right side of the canopy. Special handicap decals for golf carts are also available to disabled Residents who possess a DMV-issued handicapped placard or license plate. These stickers should also be applied to the bottom left corner area of the driver's side windshield of the golf cart.

3.28 Vehicle Operation:

Residents, their invited guests, vendors and contractors who drive vehicles of any kind (including golf carts), within SCSHCA, are expected to adhere to all of the following:

3.28.1 Authorized Drivers: Unlicensed motor vehicles are not permitted on Community streets. Any Resident or Guest may drive an authorized golf cart within the Community including Common Areas, Community streets, parking lots and the golf course with a valid driver's license.

3.28.2 Reckless Driving: Reckless driving of any vehicle (including golf carts) is strictly prohibited within SCSHCA.

3.28.3 Adherence to Posted Signs: All vehicles, including golf carts and bicycles, must stop for posted stop signs and comply with all other traffic or parking signs within SCSHCA.

3.28.4 Right of Way to Pedestrians: All vehicles, including golf carts and bicycles, must stop for pedestrians at all crosswalks. Pedestrians will be given the right of way at all times in SCSHCA.

3.28.5 Loud Noises and/or Noxious Odors from Vehicles: There shall be no loud noises or noxious odors from any vehicle (including motorcycles and off-road vehicles) which may unreasonably interfere with the quiet enjoyment of the Community except on the golf course (in accordance with the Unusual Work Conditions Permit issued by the City of Indio).

3.28.6 Vehicle Alarms: Vehicle alarms are often activated by the high winds common in the desert. It is advisable that all who have alarms on vehicles choose a less sensitive setting for the alarms. Whenever a vehicle alarm is sounding and does not reset in a reasonable amount of time or continues to sound after resetting, the following steps will be taken by the community patrol:

- If the Owner can be identified in a reasonable amount of time, regardless of his/her location or the hour of the day/night, the community patrol will try to notify the Owner of the vehicle to silence the alarm.
- If the Owner cannot be located in a reasonable amount of time, the alarm will be disabled, if possible. A note will be left on the vehicle explaining what transpired and a citation issued for "Alarm Failure to Reset."
- If an attempt to locate the Owner and silence the alarm is unsuccessful, the vehicle will be towed at the Owner's expense.

3.28.7 Speed Limits for SCSHCA Streets: The following speed limits have been established by the Board of Directors and are to be observed at all times within SCSHCA:

- Sun City Boulevard – 35 MPH
- All other Streets – 25 MPH

3.28.8 Yield to Emergency Vehicles: All vehicles must yield to all emergency vehicles that emit a red emergency light and/or sound a horn or siren within SCSHCA.

3.28.9 Yield to Community Patrol Vehicles: All vehicles must yield to community patrol vehicles that emit a colored light and/or sound a horn within SCSHCA.

3.28.10 Evading Community Patrol Vehicles: Anyone who attempts to evade or "outrun" a community patrol vehicle creates a severe hazard to the Community and is subject to possible further disciplinary action. Failure by anyone to voluntarily stop and/or cooperate with a community patrol officer may be considered by the Board of Directors when contemplating disciplinary action.

3.28.11 Traffic Calming Units (TCU's) and Radar Gun: The Association has taken steps to educate and enforce traffic rules throughout the community. The TCU device and a handheld radar gun(s) are utilized by the Association's community patrol for speed enforcement.

SECTION IV

CLUBHOUSE AND FITNESS FACILITIES AND OUTDOOR COMMON AREA AMENITIES

4.1 Clubhouse and Fitness Facilities and Outdoor Common Area Amenities General Rules:
Subject to the Governing Documents, the Association's Clubhouse and Fitness Facilities and Outdoor Common Area amenities are available to Owners (including his/her Tenants, Residents, Guests, invitees and agents) on a first come, first-serve basis. Recreational Facilities may be utilized for private gatherings subject to certain restrictions and payment of fees. Arrangements for such usage can be made through the Lifestyle Department.

The Association's goal is to maintain all SCSHCA Facilities and Common Areas in quality condition at all times. However, periodic wear and tear, as well as seasonal/climatic factors, may temporarily render an area in less than optimal condition. If such a condition occurs, Residents are encouraged to contact the Association Staff for assistance.

All participation in Association programs and facilities is voluntary. Participation in sport, recreational and craft activities involves the assumption of some personal physical risk.

There are fees for use of all rooms in the Clubhouse Facilities for private gatherings, non-chartered club group activities and special functions. Clubhouse Facility use policies and fees are adopted by the Board and implemented by the Lifestyle Department. For more information, contact the Lifestyle Office.

4.2 Dress Code for Clubhouse and Fitness Facilities and Outdoor Amenities:
While specific requirements are identified in the individual sections, the following basic guidelines apply:

4.2.1 Dress Code: All persons using the Association facilities shall dress in a fashion befitting the surroundings and atmosphere of the facility.

4.2.2 Proper Apparel: Appropriate athletic apparel and footwear must be worn during all sports and fitness activities.

4.2.3 Golf Shoes: Only soft-spiked golf shoes are allowed. Golf shoes are not allowed on any walking track.

4.2.4 Shirts: A shirt must be worn during all non-aquatic indoor/outdoor activities except at the pool and locker room facilities.

4.2.5 Swimsuits: Swimsuits and swimsuit cover-ups may not be worn in any of the clubhouse facilities unless entering and/or exiting the indoor pool by walking through the gym.

4.2.6 Face Covering: All residents/owners must wear cloth masks/face coverings when (1) in the indoor common areas or (2) outdoors if social distancing (at least six feet) between members of different households cannot be maintained. However, cloth masks/face coverings must be worn by all attendees of Association fitness classes. If a resident/owner cannot wear a cloth mask/face covering for medical reasons, which

must be approved by the HOA, a face shield must be worn instead. This rule will remain in effect until all government face covering orders are permanently lifted

4.3 Non-Smoking Clubhouse and Fitness Facilities and Outdoor Common Area Amenities:
Smoking is not allowed in any Association Clubhouse, ~~or~~ Fitness Facility or Dog Parks except in designated smoking areas on outside patios with ashtrays. Smoking on the golf course is permitted. Smokers shall extinguish and dispose of cigarettes, cigars and other tobacco products safely and not litter the golf course or other Common Areas within SCSHCA.

4.4 Exclusive Use of Common Areas and Greenbelts:
Owners, Residents, Guests and other invitees shall not designate for his/her personal use any Common Area including, but not limited to greenbelt areas, without written permission from the Board of Directors.

4.5 Potluck Parties:
Chartered clubs and resident groups may reserve multipurpose rooms in the Clubhouse for potluck parties. Potluck parties are defined as any gathering where food is provided and served by the attending Residents and their Guests or where the Residents and their Guests bring in fast food. The kitchen is not intended or designed for the purpose of cooking and is only to be used for the purpose of "heating" food.

4.6 Billiards Room:
Billiard tables are available for your enjoyment. The Chartered Billiard Club may have exclusive priority and/or designated times of play.

4.6.1 Age Restriction: Individuals under the age of sixteen (16) are not permitted to use the Billiards room at any time.

4.6.2 Operating Policies: The Billiard Room is open during posted hours for the Montecito Clubhouse. All Residents/Guests shall sign in on the sheet provided in the Billiard Room before play and must comply with posted rules. For the protection of the billiard equipment, no food or beverages may be placed on the billiard tables at any time. Drinks of any kind are not allowed in the Billiards Room.

4.7 Study and Library:
The Study and Library are open during Montecito Clubhouse hours and are provided for the reading enjoyment of Residents and Guests with a valid Guest Pass.

4.7.1 Honor System: Checking out of reading materials, puzzles, audio/video tapes and DVDs is on the honor system. All borrowed library books, puzzles, DVDs and tapes should be returned within a reasonable amount of time so other Residents may enjoy them. Reference materials, magazines in binders and newspapers may not be removed from the Study and Library.

4.7.2 Food, Radios, CD/Tape/MP3 Players, Cell Phones and Disruptive Conversation: Food, uncovered beverages, radios, CD/tape/MP3 players, cell phones, loud conversations or other disruptive behaviors are not permitted in the Study and Library area.

4.7.3 Age Restriction: Guests under the age of sixteen (16) must be accompanied and supervised at all times by the host Resident or responsible adult Guest with valid Guest Pass.

4.7.4 Library Computer: Library computer use is limited to thirty (30) minutes when others are waiting. Improper or inappropriate websites are not to be accessed while using the Association computers found in the Study and Library or any other Association computers located in the Clubhouses.

4.8 Holiday Decorating (Clubhouse) Guidelines:

Holiday decorations with religious symbols may only be displayed in the designated area of the clubhouse created by the Association for this purpose, for the period of December 1st through December 30th of each year or as deemed warranted by the Association.

Displays must be submitted by a sponsoring resident and approved by association staff. Space will be designated on a first come first serve basis and limited to an assigned area determined by the Association.

Displays must be consistent and proportionate in size to one another. All displays must be able to fit on a table top without creating a safety hazard and be no more than three (3) feet wide and two (2) feet deep. The Association may restrict size based on need and available space.

Displays shall be set and taken down during the approved time by the sponsoring resident at their own risk of damage or displacement. The Association will assume no liability or responsibility for the personal property of its members. Formal setup and removal of each item was be approved by the Association.

Items needing electricity, whether hard wired or battery must be approved by the Association and may not create a hazard if left unattended. Lit candles and open flames are prohibited.

The display of items is not meant to create a place of worship and must be maintained as a viewing area only. Displays may not play music or create noise that will generate attention or distraction.

Displays must be positive, respectful and tolerant of all faiths. Any desecration or vandalism of any item by any person may be cause for immediate removal of that person or persons from the Association common areas.

All disputes and safety concerns will be administered by the Association. The Association will remove any item it deems inappropriate or a safety concern at its own discretion.

4.9 Common Area Promotional Displays in Association Facilities:

Throughout the year, but more specifically while in season (November through April), there are a number of lifestyle and club activities and events that need space for promotional purposes in the Montecito and Santa Rosa Clubhouses and Montecito Fitness Center (e.g. posters, flyers and other print material).

For promotional flyers that are 8½" x 11", we offer display racks at the Montecito Clubhouse and the Montecito Fitness Center and a built-in rack at the Santa Rosa Clubhouse. We also offer bulletin boards

at both the Montecito and Santa Rosa Clubhouses. Additionally, there are displays located at the tennis courts at both clubhouses as well as bulletin boards in both golf pro shops.

Below is the SCSHCA Common Area Promotional Display policy that provides for fair and equitable utilization of the aforementioned space by Lifestyle and all Chartered Clubs and/or resident groups.

Note: This policy does not apply to the Declarant, whose specific rights are outlined in the Association's CC&Rs and may be exercised at the mutual agreement of the Association.

The Common Area Promotional Display policy is as follows:

4.9.1 Space Limitations: Lifestyle activities and/or Association business shall take precedence over any and all promotional space in the clubhouses and common areas. In the event there is extra space or an opening, items may be displayed by clubs based on their event date, and after the promotional material has been properly approved by the Association.

4.9.2 Submittal: All promotional material must be submitted by a sponsoring Chartered Club, or resident group, and approved by Association staff. Space will be designated on a first come, first served basis based on the event date and limited to an assigned area which will be determined by the Association.

4.9.3 Approval: Setup and removal of each item must be approved by the Association. Promotional materials shall be given to the Lifestyle Department to setup and take down during the approved time. The Association will assume no liability or responsibility for the personal property of its members.

4.9.4 Display Time Frame: Properly submitted and approved promotional materials for events shall be displayed up until the date of the event then removed and replaced with the next event on the calendar.

4.9.5 Quality: All posters and/or flyers must be of professional quality and not handmade or handwritten.

4.9.6 Display Positioning: Positioning of the displays will be at the discretion of the Association which will take into account the effectiveness of the display as well as the ambiance of the clubhouse lobbies and common areas. Persons other than Association staff may not set up, face or move promotional material forward or rearrange other items so as to affect the display without approval from the Lifestyle Department.

4.9.7 Santa Rosa: Promotional material will not be displayed at the Santa Rosa unless said material will fit inside the existing glass bulletin board and only if space permits.

4.9.8 Montecito Fitness Center: The Montecito Fitness Center displays shall be reserved for fitness-related or Association-sponsored items only.

4.9.9 Size: Displays must be consistent and proportionate in size to one another. Poster or display may not dominate or take precedence over another. All displays must fit on or in the poster displays, which are 22"h x 28"w. The Association may restrict size based on need and available space.

4.9.10 Electrical or Battery-Powered: Promotional displays needing electricity, whether hard-wired or battery-powered, must be approved by the Association and may not create a hazard if left unattended.

4.9.11 Musical Displays: Promotional displays may not play music or create noise.

4.9.12 Promotional Displays: Vandalism of any item by any person may be cause for immediate removal of that person or persons from the Association common areas.

4.9.13 Disputes and Safety Concerns: All disputes and safety concerns brought to its attention will be considered by the Association. The Association will remove any item it deems inappropriate or a safety concern at its own discretion.

4.9.14 Directional Signs: Directional signs may only be displayed in the common areas, inside the clubhouse or outside the entrance on the day of the event and must be of professional quality and free of any visible wear and tear. Association related signage may remain in place as deemed necessary by the Association for any specific community or Association event.

4.9.15 Club Activities or Events: All materials promoting club activities or events must be approved by the Lifestyle Department before they are displayed or distributed in the clubhouse. Approval shall be verified with a Community Association stamp, initials from the Association representative, and date of approval. All promotional material must contain the verification of approval stamp before it is distributed or posted in the clubhouse.

4.9.16 Promotional Material Location: All promotional material must be confined or assigned to the designated flyer racks, display boards or bulletin boards. Promotional material may not be left in the library, on furniture, or in other areas of the clubhouses and fitness centers.

4.9.17 Community or Association Related: All items must be community or Association-related or that of an approved government entity. Any other outside organization must have prior Association approval for a predetermined time frame. All material from an outside organization must include the following statement: "Sun City Shadow Hills Community Association does not endorse any product or service provider". This policy also applies to any politically oriented promotion or event.

4.10 Kiln Room:

The Kiln Room procedures and guidelines are designed to assure safety around the equipment and will provide information for using this shared space.

4.10.1 Procedures and Guidelines:

(a) Only authorized personnel may enter or occupy the kiln room. Authorization shall be obtained through the Lifestyle Department using the room reservation process.

(b) No one is allowed to enter the kiln room while the kiln is being fired. A warning notice must be posted on the outside of the kiln room door when kiln is being fired.

(c) On arrival a protective cover is required to be placed over all work areas as to not damage tables or related equipment.

(d) Each person is only allowed to mold one piece per day.

(e) Molds must be cleaned properly and placed back on the storage shelf as found.

(f) After molding clean the mold tubs and sinks thoroughly.

(g) While cleaning be sure to use a separate table from those painting or glazing.

(h) The kiln may only be fired by authorized individuals or clubs that are fully trained by the Association staff.

(i) Be respectful of the work space and tools of others. Label all material being used and do not use material that belonging to others unless are given the proper consent. Do not touch, move, or handle any ceramic piece that does not belong to you. Each molded project should contain a name and date.

(j) Doors of the kiln room shall remain locked unless a member of the Association staff and/or authorized agent is present. While working in the kiln room users must sign in and out on the attendance log

4.11 Kitchen Rules:

The Kitchen rules define the use of the various major pieces of equipment and the costs associated with the use of the kitchen supplies. The rules will assist owners who use the kitchen in the operation of the equipment.

4.11.1 Kitchen:

(a) The use of utensils, place setting, or other kitchen supplies must be requested at least fourteen (14) days in advance and will only be permitted if available. The estimated cost associated with preparing, issuing, and cleaning will be the basis for a fee of $25 for all chartered clubs, resident groups, and residents. The reserving party will be responsible for any damaged or missing items at full replacement costs and additional cleaning costs as incurred.

(b) All food must be brought in and removed within the reserved block of time.

(c) All garbage including food, can/glass, waste paper, decorations must be bagged and placed in garbage receptacles. Garbage bags are limited to the bags provided in the garbage receptacles. Additional garbage bags are the responsibility of the individual

making the reservation. Cartons and boxes must be broken down and placed near the garbage receptacles.

(d) A broom, dustpan and mop (with bucket) will be provided for your use.

(e) All counter tops must be cleaned thoroughly.

(f) All food debris must be removed from microwaves, range tops and ovens and should be clean and grease free.

(g) Spills or splatters must be removed from cabinetry, walls and floors.

(h) Sinks must be scrubbed clean and drained properly.

(i) Refrigerator must be emptied of all food items and wiped cleaned.

(j) The staging kitchen located in the clubhouse is a ***warming and staging kitchen only***. Frying or grilling is not allowed. The use of the microwave, oven, heating and warming cabinets are permitted only if used in accordance with the rules and directions labeled on each unit. Any inappropriate or unauthorized use is not permitted. Damage to any item or piece of equipment within the facility will result in repair or replacement cost which will be the sole responsibility of the reserving party.

(k) Shadows Catering is the caterer of choice, however, if an outside caterer is used, caterers must be approved by the Lifestyle Department prior to signing a contract. All Caterers must provide proof of liability insurance in the form of a certificate of insurance with a minimum coverage of $2,000,000 naming SCSHCA and management company on the policy for the day of the event. Caterers are responsible for the clean-up of all food and beverage, kitchen area and trash removal. In the event a caterer has left without clean-up, the sponsoring person, group or Club will be responsible for the cleaning charges, damages and missing items. See Section 6.2 (c) for catering policy information.

4.11.2 User Clean Up Fee: Any person renting the facility is responsible for leaving the facility in the state in which it was provided. An additional clean-up fee may be imposed for the following or as the Association deems appropriate:

(a) Clogging resulting from improper use of sink drains/garbage disposer

(b) Damage from the use of nails, tacks, or tape

(c) Damage to appliances

(d) Failure to remove food and/or cooking utensils from interior or appliances

(e) Failure to return the kitchen to the condition it was found

(f) Stains from grease, drinks, food or decorations

(g) All cost for excessive cleaning, trash removal or damage, occurring during or in relationship to the function will be the responsibility of the charter club or resident group making the reservation and will be charged accordingly. It shall also be noted that no future meetings or events for the reserving club or group will take place if there is an outstanding balance due.

(h) Damage to or loss of SCSHCA fixture equipment or property by any private party, charter club or resident group shall be the sole responsibility of the user and appropriate charges will be assessed.

4.11.3 Major Kitchen Equipment Operating Instructions: Operating instructions will be posted with each piece of equipment and must be followed precisely.

4.12 Fishing in Lakes:

Fishing is prohibited in any of the SCSHCA lakes at any time.

4.13 Fitness Facilities:

All Residents must present a Resident ID card at the fitness desk. Unaccompanied Guests must present a valid Guest Pass to the monitor on duty. Guests may not use the facilities during scheduled activities/classes or periods of heavy Resident use. Guests may be asked to relinquish the use of any Recreational Facility or equipment when Residents are waiting to use such Recreational Facility or equipment.

4.13.1 Fitness Center Operating Hours:

- Montecito Fitness Center Daily 5:00 am to 8:00 pm (subject to change)
- Santa Rosa Fitness Center Daily 6:00 am to 9:00 pm (subject to change)

4.13.2 Age Restrictions:

(a) All individuals under the age of seventeen (17) must be accompanied at all times by a host Resident or adult Guest with a valid Guest Pass (e.g. parent, guardian) who shall be responsible for supervising these individuals to ensure their safety and compliance with the Rules.

(b) Individuals under the age of sixteen (16) are not permitted in the cardiovascular or strength training equipment areas. Individuals over sixteen (16) years of age may use the equipment only when supervised for the entire duration of use by a host Resident or responsible adult Guest with a valid Guest Pass.

(c) Individuals under eighteen (18) years of age may use the racquet courts and bocce courts only when supervised for the entire duration of use by a host Resident or responsible adult Guest with a valid Guest ID Card/pass.

4.13.3 Informed Consent – Release and Waiver: All Residents and Guests eighteen (18) years of age and older are required to sign an Informed Consent, Release and Waiver before participating in fitness center/outdoor sports activities. For Residents, the waiver is part of the Fitness Center Information Form. The form also asks for medical information, which may be useful in case of an emergency, and should be updated when appropriate.

4.13.4 Clothing and Footwear: Proper attire must be worn at all sports and fitness facilities, including t-shirts, shorts, sweat suits or other appropriate athletic clothing and footwear. Street shoes are not allowed. Shirts must be worn at all times, except men are not required to wear a shirt at the swimming pools or spas. Only proper swimming attire is permitted in swimming pools and spas. Cut-offs, undergarments and street clothing may not be worn in the pools or spas.

4.13.5 Locker Rooms: All lockers in locker rooms are for use while frequenting the Recreational Facilities. The lockers are available for day use only. Residents and Guests may bring in personal locks to secure belongings for that day only. Each night the locker rooms will be cleaned and any locks left on a locker will be cut off, and the items will be bagged and tagged. These bagged items will be held for a period of three days, at which time the items may be donated to charity. It is suggested that valuables be left at home. Lockers will be used on a first-come/first served basis.

No clothing or personal effects are to be left in the dressing or shower areas, on the benches or on the floor in the locker room. Belongings should be placed in lockers or cubbies. The Association assumes no responsibility for lost, stolen or misplaced personal property. All personal items brought to the fitness centers and/or pool areas are at risk.

4.13.6 Towels: Towels are not provided at any of the Recreational Facilities. Workout towels are available for purchase at the fitness center.

4.13.7 Lost and Found: The Association has established “lost and found” departments at the monitor stations and at the Association office.

4.13.8 Cardiovascular and Strength Training Areas: Prior to using either area, cardiovascular or strength training, all users should obtain proper medical clearance from their own physician before attending an orientation appointment where they will be instructed on the proper use of the equipment and any safety issues regarding all equipment and facilities.

(a) Neither the Association nor its employees shall be responsible for injuries or accidents. All Residents and Guests eighteen (18) years of age and older must sign an Informed Consent, Release and Waiver before participating in any fitness center activity.

(b) Use of treadmills, cross-trainers, bicycles and all other cardiovascular equipment is limited to thirty (30) minutes per person unless no one is waiting to use the equipment. A signup board is provided for waiting users. Any waiting user not present when called will lose his or her turn. Such users must remove their names from the sign-up board before starting their workouts.

(c) All equipment should be wiped down with a towel following use and all dumbbells, beauty bells and mats returned to their proper places.

(d) Appropriate athletic clothing and footwear must be worn. Upper-body garments must be worn at all times. Loafers, pumps, sandals, thongs, boots or street shoes are not

allowed. Exceptions may be made for medical conditions, in which case a note from a qualified physician is required to be on file.

(e) Food or drink is not allowed in the cardiovascular or strength-training areas, except water in plastic non-spill bottles.

(f) Pets are not allowed in the training areas, except for legitimate service animals.

4.13.9 Fitness Center Guest Policy: The Fitness Center Guest policy for SCSHCA is established in an effort to reduce the wear and tear to the equipment in the Fitness Center and assure equipment availability to SCSHCA members. Additionally, guest use fees are established in an effort to help offset the additional expense of repair and maintenance of the fitness equipment.

The Fitness Center Guest Policy is as follows:

(a) The Fitness center is available to guests after 12:00 pm daily.

(b) Guest fees will not be charged for individuals sixteen (16) years and under. The term "guest" is defined as anyone visiting your home (for no more than 60 calendar days per year). If the residence is leased (no less than three (3) months) the tenant will be considered a resident not a guest for the purpose of guest fees.

(c) Each residence will receive one Resident Guest card which includes four "annual" day passes for use of the pools. Therefore, on any given day, a Resident's first four (4) guests (ages seventeen (17) and over) are complimentary. A fee of $5.00 per user per day will be charged for each guest using the pool, beginning with the 5th guest, on any given day.

(d) Each residence will receive one Punch card per year with 50 day passes for use of the Fitness Center. One "day pass" will be deducted (from the 50) per each guest (ages seventeen (17) and over) per day. A fee of $5.00 per user per day will be charged for each guest using the Fitness Center, upon completion of the punch card.

(e) Day passes (Resident Guest card day passes and Punch Card) are good for the entire day. The same guests may use the facilities in the morning and again later in the day.

(f) One Resident Guest card and one punch card (per year) will be issued per address. A homeowner who is currently a resident will receive a punch card with 50 day passes for use of the Fitness Center. A homeowner who closes escrow during the year will receive the following punch card: Close of escrow 1/1 – 6/30; 50 day pass punch card, Close of escrow 7/1-12/31; 25 day pass punch card.

(g) Each guest must present the Residence Guest card for the address at which they are staying and sign in each visit. Unless other age restrictions apply requiring the presence of an adult the Resident does not need to be present provided the guest has the Punch Card and Residence Guest card.

(h) Guests may attend Group Exercise classes on a space available basis.

(i) Cash or checks (made payable to SCSHCA) will be accepted for Guest fees or Group Exercise classes.

4.14 Dance and Aerobic Studio:

4.14.1 Age Restriction: Individuals sixteen (16) years of age, or older, may be allowed to participate in dance and aerobics classes and other activities that are held in the studio (i.e. table tennis) when accompanied and supervised by the host resident or responsible adult guest with a valid Guest Pass for the entire duration of use.

4.14.2 Operating Rules:

(a) Proper medical clearance should be obtained before engaging in dance and aerobics activities.

(b) Classes have preference over individual self-directed activities.

(c) During aerobics classes, appropriate athletic apparel and athletic shoes are required. Upper-body garments must be worn at all times. Street shoes may not be worn (i.e. loafers, pumps, sandals and boots).

(d) For dance classes and other dance-related activities, street shoes with non-marking soles may be worn.

(e) Food or drink is not allowed in the dance/aerobic studio except proper sport water bottles (with lids) that cannot spill.

(f) Special activities require the approval of the Fitness Director and/or General Manager. Advance reservations for the studio must be made with the Fitness Department in conjunction with lifestyle room scheduling.

4.15 Bocce Courts:

The Bocce Courts are for the use and enjoyment of SCSHCA Residents and their invited guests.

4.15.1 Age Restriction: Individuals under the age of sixteen (16) may use the bocce courts only when accompanied and supervised by a host Resident or responsible adult Guest with valid Guest Pass for the duration of use.

4.15.2 Bocce Courts – Generally:

(a) Bocce courts are open for use during the fitness center operating hours. Guests may be asked to relinquish the use of a bocce court when all other courts are in use and Residents are waiting to play.

(b) Any Resident or Guest interested in playing bocce utilizing Association equipment must see the monitor at the fitness center to check out the Bocce equipment. The

monitor will provide the equipment in exchange for a Resident ID Card, which will be held until the Resident returns the equipment.

(c) It is recommended that soft-soled shoes be worn to play bocce; golf shoes and shoes with leather soles are not permitted.

(d) The concrete walkways on the side of the courts should be used as much as possible to minimize traffic on the court surface.

4.16 Tennis and Pickle Ball Courts:

The tennis and pickle ball courts are for the use and enjoyment of the Residents and their invited guests.

4.16.1 Age Restriction: Individuals under the age of sixteen (16) may use the tennis courts only when accompanied and supervised by a host Resident or responsible adult Guest with valid Guest Pass.

4.16.2 Tennis and Pickle Ball Courts – Generally:

(a) Although hours of operation are subject to change, the tennis and pickle ball courts are open daily, year-round from 7:00am – 9:00pm.
(b) Court times for any Club play will be posted. At all other times, courts are open on a first-come/first-served basis. A sign-up board is posted for tennis and pickle ball doubles and singles play. There is a one-hour time limit for a singles match and a ninety-minute time limit for a doubles match.
(c) Only Residents and their Guests may use the courts. All Residents must have their Resident ID Cards in their possession. Guests under sixteen (16) must be accompanied by a host Resident or possess a valid Guest Pass. Guests may be asked to relinquish the use of a court when all such courts are in use and Residents are waiting
(d) All players must wear proper attire while on the courts, including t-shirts, shorts, sweat suits, or other appropriate athletic clothes and footwear. Upper-body garments must be worn at all times. All players must wear sneakers or rubber-soled shoes that will not mark the courts.
(e) Food or drinks are not allowed on the courts. Beverages in plastic bottles may be consumed courtside.
(f) Pets are not allowed on the courts except for legitimate service animals as necessary for reasonable disability accommodation purposes.
(g) Tennis and pickle ball courts are for racquet sports only. Roller skates, “heelies,” roller blades, scooters, skateboards or bicycles are not allowed on court surfaces or the surrounding area at any time.
(h) Any debris or water on the court should be removed before play begins.
(i) All Residents and their Guests using the courts do so at their own risk. Neither the Association nor its managing agent or employees shall be responsible for injuries or accidents.

4.17 Swimming Pools and Spas:

Children ages 4 – 16 are permitted only in the Outdoor Pool, **not** in the spa.

Please note that pool hours for children rotate at each clubhouse according to the season:

4.17.1 Montecito Pool and Spa Operating Hours:

- 2 pm – 5 pm from November 1 through April 30
- 9 am – 12 pm from May 1 through October 31

4.17.2 Santa Rosa Pool and Spa Operating Hours:

- 9 am – 12 pm from November 1 through April 30
- 2 pm – 5 pm from May 1 through October 31.

4.17.3 Age Restriction: All individuals under the age of sixteen (16) must be accompanied at all times by a host Resident or responsible adult with a valid Guest Pass, who shall be responsible for supervising these individuals to ensure their safety and compliance with the Rules. Individuals sixteen (16) years of age and younger are not permitted in any of the spas at any time. Individuals under the age of four (4) are not permitted in any of the pools or spas.

4.17.4 Diapers in Pools or Spas: Persons, regardless of age, are not permitted in the swimming pools when wearing diapers and/or that are incontinent.

4.17.5 General Safety at Pool and Spa Facilities:

(a) There are no lifeguards on duty at any Association pools; however, monitors are available occasionally. Owners, Residents and Guests using the pools do so at their own risk. Life buoys and shepherd's crooks are readily available at poolside if any emergency should arise.

(b) The monitor's judgment with respect to safety, proper decorum and sanitation will prevail in all instances. Any complaint relating to a monitor's decision may be later appealed in writing, to the Association' General Manager. The monitor's decision prevails until such appeal is heard.

(c) Outdoor Pools: Floats inner tubes and other inflatable devices not to exceed 30-inches in diameter are permitted in the outdoor pools only. Other floating devices allowed in the outdoor pool are pool noodles, noodle chairs and kickboards. Balls and toys are not permitted.

Indoor Pool: Floats, inner tubes and other inflatables are not permitted in the indoor pool. Noodles, kickboards and floating hand weights are allowed, if space permits. Balls and toys are not permitted.

(d) Absolutely no diving is permitted in the pools.

(e) Portable radios are permitted only if earphones are used.

(f) Glass containers are not permitted in the pool areas at any time.

(g) Running, jumping, hanging/sitting/climbing on lane dividers, swinging/hanging/sitting on hand rails or other types of loud or erratic behavior are not permitted in any of the pool areas.

(h) Users of the pools are expected to maintain reasonable decorum, be considerate of others and observe all safety rules.

(i) During seasonal rain and/or electrical thunderstorms, Common Area pools may be closed until the inclement weather passes.

(j) California law requires that all Common Area pool access gates remain locked at all times when not in use. Gates must not be propped open at any time.

4.17.6 Use of Handicap Devices: The pool access lift is self-operable and may be used during regular pool hours. Instructions for using the lift are available at the fitness center desk.

4.17.7 Sanitation:

(a) Only proper swimming attire is permitted. Cut-offs, underwear or street clothing may not be worn in the pools.

(b) Bandages of any type may not be worn in pools.

(c) Food, canned beverages or plastic cups may be used in the sun lounge area and those areas provided with tables. There will be no food or drink allowed in the pools or within four feet of the water. Waste must be disposed of properly.

(d) Pets are not allowed within fenced pool areas; a legitimate service animal necessary to effectuate a reasonable accommodation for disability will be allowed.

(e) Person(s) shall not use the pools and/or spas who has an infectious condition.

4.17.8 Lap Swimming:

(a) Five lap lanes will be available in the indoor pool.

(b) Lap lanes are designated for lap swimmers only; they are not for conversation, socializing, or casual water walking. Serious water-walkers may use open lap lanes but must yield when lap swimmers are waiting.

(c) Swimmers may sign up for a lap lane with a maximum time limit of thirty minutes when others are waiting. Lanes may be shared if and only if the current swimmer is willing to share. There are swimmers of all levels and some swimmers" are not comfortable sharing a lane and feel that lane sharing can be a safety concern. Courtesy

to neighbors and fellow swimmers is expected. If no one is waiting for a lane, the thirty-minute time limit will not be enforced.

(d) The remainder of each swimming pool will be open for general swimming use, water aerobics (as scheduled), water walking, etc.

(e) Lap swimming may be available during organized water-exercise classes if, and only if, the class does not require the use of the lap lanes.

(f) Water aerobics participants, when classes are in session, are to use the open area of the pool. However, when their number justifies, they may use the swimming lanes adjacent to the open area. Organized water classes take precedence over lap swimming for scheduled class periods.

4.17.9 Pool and Spa Temperature: While the temperature may vary (upwards or downwards) slightly, the indoor pool water temperature will be maintained at a minimum of 83° F. During winter months the water temperature is anticipated to be maintained at a range of 84° - 86° F, while during the summer months the water temperature will sought to be maintained at a range of 83° - 85° F.

Outdoor pools are intended to be heated to 86° F during the winter months. However, during the summer months, the heater will automatically shut off, due to natural heating by the sun. Outdoor pools may have a temperature of more than 86° F in the hot summer months.

Although the actual temperature may vary, the water temperature in all spas, both indoors and outdoors, is intended to be maintained between 102° - 104 ° F.

4.17.10 Special Activities: Scheduling of special events will attempt to avoid heavy use hours and will be posted well in advance.

(a) Upon approval of the Director of Lifestyle, pool events restricted for a designated group, will be allowed and will be posted at least thirty days in advance.

(b) Those events sponsored by a designated group, but open to the entire Community, may occasionally be scheduled to coincide or overlap with normal pool hours.

(c) Approval for any special events must be obtained through the Director of Lifestyle. Emphasis will be placed on satisfying the majority of Residents, while minimizing inconvenience and/or disruption to the minority.

4.17.11 Spa Usage:

(a) Swimming is not permitted in any spa.

(b) Persons with hypertension, a heart condition or respiratory problems, as well as those who are on medication, pregnant or have recently consumed alcohol should avoid using the spas. Persons under a physician's care should seek medical advice before using the spa.

4.18 18-Hole Putting Course:

4.18.1 Hours: The Putting Course is open daily. (Putting Course playing hours are subject to change due to maintenance, Association events and/or other factors). Association or chartered club events may require exclusive use of the course for a select period of time which shall be posted in advance of the closure.

4.18.2 Equipment: Players are responsible for bringing their own equipment (putters and golf balls).

4.18.3 Shoes: Players must wear tennis shoes or golf shoes with soft spikes (no high heels on course).

4.18.4 Age Restriction: Resident or responsible adult with a valid Guest Pass, must supervise individuals sixteen (16) years of age and younger at all times. The putting Course is open daily from sunrise to sunset. (Putting Course playing hours are subject to change due to maintenance, Association events and/or other factors.) Association or Chartered Club events may require exclusive use of the course for a select period of time which shall be posted in advance of the closure.

4.18.5 Golf Carts: Golf Carts are prohibited on the putting course at all times.

4.18.6 Golfing Courtesy and Penalties: All play must begin on Hole #1, or Hole #10, unless otherwise notified.

(a) Do not go ahead of others who are playing unless they communicate otherwise.

(b) Allow quicker groups to play through.

(c) No more than 4 (four) players per group.

(d) If a ball enters planters, player must take a one (1) putter club length relief from the point of entry no nearer the hole, with a one stroke penalty.

(e) If ball enters the lake, player must take a one (1) putter club length relief from the point of entry no nearer the hole, with a one shot penalty.

(f) Retrieval of balls, other than the player's ball, from lake is prohibited.

(g) Players are not to enter the lake for any reason or circumstance.

(h) Chipping is not allowed on the putting course.

(i) Walk on the rough as much as possible.

(j) The Community Association is not responsible for lost or stolen items.

(k) Player is responsible for any damage to the course or facility including the surrounding buildings and window damage. Play at your own risk.

4.19 Chartered Clubs:

A "Charter Club" is defined as any group of Owners and/or Residents interested in pursuing a particular hobby, craft or special field of interest may join together and apply to the Board to be a chartered club. Charter Clubs must adhere to the Charter Club Rules and Regulations.

4.19.1 Club Documents: Club constitution and bylaws will not conflict with the Governing Documents of the Association or Charter Club Rules and Regulations.

4.19.2 Granting Charters: Granting of club charters is subject to Board of Directors approval.

4.19.3 Charter Similarity: Charters will not be issued to more than one club of similar purpose.

4.19.4 Membership: Only Owners, Residents and Tenants with valid ID Cards can be extended membership in any chartered club.

4.19.5 Publication of Meetings:

(a) Chartered Clubs are permitted to publicize meetings, events, etc., through use of the clubhouse kiosks, flyer racks, Association web site, telephone teams and flyer distribution via Association information tubes to their membership.

(b) Chartered Club event posters are allowed in a designated display case but must be submitted for approval prior to display in the clubhouse. A copy of the Guidelines & Policies for Poster Display, which defines size, duration of display, etc., may be obtained from the lifestyle department. It is recommended that this information be reviewed early, as all posters must meet this guideline before approval will be given.

4.20 Resident Groups:

A "Resident Group" is defined as any group of owners that has not yet been approved for formal charter or that does not meet the required Charter Club criteria. This may include groups that benefit various religious, political or community service needs.

4.20.1 Guidelines: Only Resident Groups that are officially recognized by the Board are entitled to the below-listed privileges in accordance with Association Resident Group Guidelines, fee schedules and/or rules, as appropriate. A Resident Group shall not promote or have as part of its mission statement and/or platform, and/or shall not be a chapter of a national organization that has a mission statement and/or platform which promotes, racism and/or intolerance of others based upon race, color, religion, sex, marital status, disability, national origin or ancestry:

(a) A page on the Association's web site (when available) in accordance with Association Resident Group Guidelines.

(b) An article in the Resident Group section of the Association's monthly newsletter in accordance with Association Resident Group Guidelines.

(c) One page in the flyer inserts section of the Association's monthly newsletter in accordance with Association Resident Group Guidelines and fee schedule.

(d) Kiosk poster display in accordance with Association Resident Group Guidelines and fee schedule.

(e) Notice distribution to group members via Association information tubes in accordance with these Association Rules.

(f) Resident Groups shall be allotted special pricing for facility and equipment usage as outlined in the room reservation contract.

(g) Resident Groups are required to submit a deposit at the time of contract execution for food and beverage service at group functions.

(h) The Board may withdraw these privileges at any time with sixty (60) days' notice to the Resident Group.

SECTION V

GOLF OPERATIONS

5.1 General Rules:

5.1.1 Check-In: All players must check-in at the Pro Shop no later than fifteen (15) minutes prior to their scheduled tee time. Failure to do so will result in the release of such tee time, and it will be made available to other golfers who may be "standing by."

5.1.2 Daily Fees: Owners and Residents must pay the applicable daily fees prior to play. Failure to pay such fees will result in a charge to the Member's Association· account of twice the applicable daily fee. Residents may pay for green fees, passes and all other pro shop merchandise and services by cash, check or credit card.

5.1.3 Guest Tee Times: The Resident sponsor must reserve Guest tee times.

5.1.4 Age Restriction: Golfers under the age of twelve (12) must be approved for play by the golf professional on duty before they step to the tee box.

5.1.5 Group Size: No group larger than four (4) players shall be allowed unless authorized by the golf professional.

5.1.6 Club Sharing: All players must have their own set of golf clubs and a golf club bag (personal or rental). Sharing of golf clubs is not allowed. Golf club rentals are available through the Pro Shop.

5.1.7 First Tee: All play shall commence from the first tee unless authorized by the golf professional on duty.

5.1.8 Practicing: Practicing outside designated practice areas is strictly prohibited. It is expressly prohibited in the Common Area greenbelts.

5.1.9 Hours of Play: The head PGA professional shall establish hours of play, typically denoted as "daylight hours," however, the course may be closed at any time by the golf professional on duty due to unfavorable conditions.

5.1.10 Use: Pets, walkers, joggers, bicyclists, and golf carts (or other similar sized four-wheeled vehicles) are not allowed on the golf course at any time; with the exception of a golf cart that is registered at the golf course and has a valid trail fee sticker.

5.1.11 Range Balls: Range balls shall not be removed from the driving range or the chipping green. Any infraction will result in suspension of golf privileges and/or monetary fines.

5.1.12 Soft Spikes: In order to give the best playing conditions possible, Shadow Hills Golf Club is a soft spike only facility. Metal spikes are strictly prohibited.

5.2 Dress Code:

The Golf Professional on duty at Shadow Hills Golf Club has the authority to make the determination on a case by case basis at his/her sole discretion as to what apparel, accessories and/or dress is consistent with the desired high quality standards and lifestyle of Shadow Hills Golf Club.

For certain special events and theme parties, exceptions to the Dress Code policy may be allowed with prior approval by Golf Club Management.

5.2.1 Gentlemen Dress Code on the Golf Courses and Golf Indoor Facilities (Applies to all Men, Juniors and Pre-Junior Boys):

(a) Slacks and appropriate shorts are preferred in the golf indoor facilities and required on the golf course. Presentable blue denim jeans are allowed at the golf indoor facilities. Blue denim jeans are not allowed on the golf courses or the practice facility. Jean-style pants of fabrics other than blue denim are allowed on the golf courses. Cycle wear, sweat pants and jogging/running pants are not allowed in either location at any time.

(b) The appropriate length for shorts is three (3) inches (or less) above the knee. Shorts falling below knees are not permitted, nor are tight-fitting cycling shorts, or blue denim jean shorts. Cutoffs or bathing suites are not allowed on the courses, or practice facilities.

(c) Knickers with appropriate socks are permitted.

(d) Turtleneck shirts, short/long-sleeve mock turtleneck shirts for dress or golf play, and golf shirts with collars are acceptable. Crew neck shirts and T-shirts are not permitted. Shirts must be worn tucked in, unless designed to be worn otherwise.

(e) Only soft-spike shoes may be worn. Metal-spike shoes of any kind are strictly prohibited. Golf sandals are permitted. In the golf indoor facilities, open-toe footwear is permitted. Rubber thong-type sandals are prohibited.

(f) Hats, caps or visors may not be worn backwards and always should be removed inside the Pro Shop and/or Shadows Restaurant.

5.2.2 Ladies Dress Code on the Golf Courses and Golf Indoor Facilities (Applies to all Ladies, Juniors and Pre-Junior Girls):

(a) Slacks and appropriate shorts are preferred in the golf facilities and required on the golf courses. Presentable blue denim jeans are allowed in golf facilities. Blue denim jeans are not allowed on the golf courses or the practice facilities. Jean-style pants of fabrics other than blue denim are allowed on the golf courses. Cycle wear, sweat pants, jogging/running pants, stirrup pants, low-rise pants, cutoffs, bathing suits or tights are not allowed on the golf courses or pro shop.

(b) Miniskirts and short shorts are not permitted. The appropriate length for any skirt or shorts is five inches or less above the knee. Spandex shorts and denim jean shorts of any color are not permitted.

(c) Knickers with appropriate socks are permitted.

(d) Sleeveless tops are permitted with a collar. Any top worn without a collar must have sleeves. Tops must be worn tucked in, unless designed to be worn otherwise. T-shirts, halter-tops, tube-tops, crop-tops and tank-tops are not permitted.

(e) Only soft spike shoes may be worn on the golf courses. Golf sandals are permitted. Metal-spike golf shoes of any kind are not permitted. In the pro shop, open-toe footwear is permitted. Rubber thong-type sandals are prohibited.

5.3 Golf Carts:

5.3.1 Golf Carts: Electric golf carts are mandatory. Gas powered carts or three-wheeled carts are not permitted. Golfers may not walk the South Course at any time. However, a golfer may walk the North Course.

5.3.2 Carts Per Foursome: Only two (2) golf carts are permitted per foursome, unless the prior approval of the golf professional on duty is obtained, in advance, due to unusual circumstances.

5.3.3 Clubs on Carts: No more than two (2) sets of clubs and/or passengers are permitted per golf cart.

5.3.4 Cart Path: When driving off the cart path, golf carts must be kept a minimum of thirty (30) yards from tees and greens, unless a disability flag has been issued to the golfer by the Pro Shop staff.

5.3.5 Association Carts: Association carts shall never be driven on private property or sidewalks. The owner and/or operator of the golf cart shall be responsible for any and all damage and/or injury caused by, or resulting from, operating a cart.

5.4 Course Closures:
The Courses may be closed at any time by the golf professional on duty due to unfavorable conditions.

5.5 Slow Play:
Play on the courses is under the control of the head PGA professional and players' assistant.

It is the responsibility of all players to see that their group keeps pace with the group in front.

5.6 Etiquette and Care of the Golf Courses:
No player shall hit his/her ball until all players ahead are safely out of range.

After completing a hole, players shall immediately proceed to the next tee before recording their scores.

Players shall not retrieve balls from lakes with the exception of the ball hit into the lake on the previous shot.

Golf balls are not to be retrieved from private property including, but not limited to, residential dwelling units/lots. Any ball lying on private property is out of bounds.

Players shall repair all ball marks on the greens, rake bunkers and fill divots.

Dogs (or pets) are not allowed on the golf courses at any time. This includes dogs (or pets) riding in golf carts while the owner is playing, or practicing, golf.

Walking or strolling is not allowed on the golf courses, or cart paths, at any time.

5.7 Complaints and Damage:

5.7.1 Complaints: The golf professional on duty will document complaints (including names of the players involved in the complaint) and provide said documentation to the Board of Directors for further consideration and possible disciplinary action.

Complaints regarding other players, golf staff or course maintenance, as well as problems requiring immediate attention, shall be addressed to the head PGA professional.

Players shall not chastise or admonish any employee directly. Complaints requiring further consideration and/or action shall be referred to the SCSHCA Board of Directors.

5.7.2 Damage: All players shall be financially responsible for any damage they may cause to private property, including, but not limited to, residential dwelling units/lots. SCSHCA assumes no financial responsibility, or liability, for any loss or damage to the property of others.

Failure to comply with the golf rules may result in suspension of golf privileges for a period of time depending on the severity of the infraction and may result in disciplinary action in accordance with SCSHCA's Enforcement Policies and Procedures. The SCSHCA Board of Directors is responsible for the imposition and enforcement of all suspensions and/or fines.

5.8 Resident Golf Pass Program:

For all information regarding golf passes, rates, tee times and "no-show" policy, refer to the current issue of the Resident's Golf Information Packet.

SECTION VI
FOOD AND BEVERAGE OPERATIONS

6.1 **Shadows Restaurant and Outside Patio Dress Code:**
Appropriate golf and restaurant attire are required when dining at Shadows Restaurant.

For certain special events and theme parties, exceptions to the Dress Code policy may be allowed with prior approval by Restaurant Management.

6.2 **Shadows Restaurant Catering Policy:**
The following is the policy regarding catering of events held within the Sun City Shadow Hills facilities:

(a) Any time Charter Clubs or Resident Groups request linens for tables, without using Shadows Catering Service, regardless of whether food is served or not, there will be a charge for linens of $5.00 per tablecloth and 60 cents per napkin.

(c) Any Charter Club or Resident Group, which utilizes Shadows Catering Service, will not incur any separate or additional catering fee or linen charge. All fees charged by Shadows catering will include food, beverage, and linen charges.

(d) Potluck events: Charter Clubs and Resident Groups that bring their own food and refreshments (beer, wine, bottled water, and soft drinks) will not be charged a catering fee. This includes food purchased offsite and brought in by the members of the Charter Club or Resident Group. Linen charges will still apply. Hard liquor is never allowed to be brought on to the premises.

(e) Charter Clubs and Resident Groups that use Outside food service that delivers the food to the clubhouse and drops it off with no service of the food, no staffing from the outside service, no use of the Montecito kitchen or facility by the food deliverer, will not be charged a catering fee. Linen Charges would still apply. An example would be a pizza delivery by a local Pizzeria.

(g) Charter Clubs and Resident Groups will be allowed to utilize the kitchen, at no charge, to obtain water and ice, but all containers and cups are to be supplied by the Charter Club or Resident Group. Charter Clubs and Resident Groups may use the refrigerators for storage of food solely on the day of the event. Ovens, stoves, and warming ovens may not be used at any time. Charter Clubs and Groups will be held responsible for all cleanup after use. If the kitchen is not left completely clean after conclusion of the event, the Charter Club or Resident Group will be subject to a $200 clean-up fee.

(h) Charter Clubs and Resident Groups are not employers, therefore they may not employ any staff at any time.

SECTION VII
RULES FOR THE ELECTION OF DIRECTORS BY SECRET BALLOT

The following rules and procedures shall apply in connection with any matter presented to the Members for approval.

7.1 General Election Rules:

The Board of Directors shall determine the date, time and place of the annual meeting of the owners in accordance with the Association governing documents.

The number of directors who are scheduled to be elected and the terms for each shall be determined in accordance with the Association governing documents and stated in the notice of the meeting.

The notice of the meeting along with a secret ballot on which to vote and one set of double envelopes along with instructions for voting shall be mailed to all owners at least 30 days prior to the scheduled election date.

The record date for determining members entitled to receive notice of the meeting and entitled to vote shall be set by the Board of Directors.

All candidates or members advocating a point of view shall have equal access to all Association media, newsletters and websites during a campaign for purposes reasonably related to that election.

The Association will not edit or redact any content from candidate or member communication. The Association may include a statement specifying that the candidate or member and not the Association are solely responsible for the content of the communication.

All candidates and members will have equal access at no cost to any common area meeting space during a campaign for purposes related to the election. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night” or other such special meeting, so long as every candidate and/or member is provided with an equal opportunity to participate in the event.

Association funds may not be used for campaign purposes in connection with any Board election.

Within fifteen (15) days after the election, the Board of Directors shall publicize the results of the election in a communication directed to all members.

7.2 Candidate Qualifications:

Candidates must be a Qualifying Resident and a member in "good standing". Good standing is defined to mean those members entitled to vote at any time a determination of the voting power of the Association is made. To be considered in good standing, a member must be current in the payment of all assessments levied against the member's Lot and not be subject to any suspension of voting privileges as a result of any disciplinary proceedings. A member in good standing shall be determined as of the record date.

Candidates must be an Owner of record in the Association.

7.3 Nomination of Directors:

Individuals can become candidates for election to the Board of Directors in accordance with the Governing Documents. Further, a Member in Good Standing who is a Qualifying Resident (Bylaws, Section 7.04) may nominate himself/herself.

Candidates who meet the qualifications and whose nomination forms are submitted prior to the deadline will have their name printed on the secret ballot and their statements retyped verbatim and distributed to the membership.

Candidate names will be listed in alphabetic order on the ballot with incumbents noted accordingly.

Any person nominated shall declare their general availability for attendance at meetings of the Board and shall make himself/herself available for any office to which the Board may elect him/her.

7.4 Nomination Committee:

The Nominating Committee shall function in accordance with the Governing Documents. The Nominating Committee shall consist only of members in Good Standing.

7.5 Voting:

All members in good standing who have not had their voting privileges suspended at a duly held hearing are entitled to vote. Following Notice and Hearing in compliance with Corporations Code section 7341, the Association's Board of Directors may terminate or suspend any Owner's right to vote as a penalty for violation of the Association's governing documents.

Members (homeowners) may vote one time for each open position.

Members entitled to vote may do so by secret ballot or may designate a proxy holder to vote for them by secret ballot at the election. In any election of the Board in which more than two (2) positions on the Board are to be filled, every Member entitled to vote shall have the right to cumulate his/her votes and give one candidate or divide among any number of candidates, a number of votes equal to the number of Directors to be elected.

Secret ballots cast by mail shall be irrevocable. As described on the outer envelope, your signature authorizes the Inspector(s) of Election to serve as your proxy holder for the purposes of establishing a quorum.

The polls for any vote of the membership shall be open from the date the Secret Ballot is mailed and shall close when the Inspector(s) of Election determine that the ballots shall be counted, unless the Inspector determines another time for the polls to close.

7.6 Use of Proxies:

Any Member entitled to vote may do so either in person or by one or more agents authorized by a written proxy signed by the Member and filed with the secretary of the Association. The Use of Proxy shall function in accordance with the Governing Documents. The Association is not required to generate proxies, but it may do so. If the Association does not generate a proxy, any proxy south to be used shall comply with applicable law. Voting by the proxyholder shall require use of the ballot issued by the Association. The Inspector may require the proxyholder to produce the portion of the proxy granting authority to the proxyholder to cast the Member's vote(s).

7.7 Inspectors of Election:

The Board of Directors shall appoint one (1) or three (3) Inspector(s) of Election to serve at any regular or special meeting of the members.

The appointed Inspector(s) of Election may be an outside independent third party and may include, but is not limited to a Member of the Association or any nonaffiliated entity receiving compensation from the Association.

To ensure impartiality the Board of Directors shall select an independent third party or parties as an inspector of election.

If there are three (3) Inspectors of Election, the decision or act of a majority shall be effective in all respects as the decision or act of all.

The Inspector(s) will determine the number of memberships entitled to vote and the voting power of each in accordance with the Association's By-laws.

The Inspector(s) will determine authenticity, validity and effect of proxies, if any.

Unless the Inspector(s) designate a different location to receive ballots, the location to receive ballots will be the Association's managing business office address (80-814 Sun City Blvd., Indio, CA 92203).

The Inspector(s) shall hear and determine all challenges and questions in any way arising out of or in connection with the right to vote.

The Inspector(s) shall count and tabulate all votes at a duly noticed Board or Member meeting in an open setting allowing Members and candidates to witness the counting and tabulation of the votes.

Anyone who is not an Inspector of Election or appointed to assist the Inspector(s) of Election, must remain at least five (5) feet away from the counting area. A person may not interfere with, harass or otherwise communicate with the Inspector(s) of Elections while the count is taking place. Members or persons not specifically authorized to do so may not touch any secret ballot or other election materials.

The Inspector(s) or the Board of Directors can cause the removal of any observer who causes interference with or disrupt the counting or tabulation process.

The Inspector(s) shall determine when the polls will open and close.

The Inspector(s) shall determine and announce the results of the election and shall report the results of the election promptly to the Board of Directors. The results shall be recorded in the regular session Board meeting minutes.

An Inspector of Election shall perform his/her duties impartially, in good faith, to the best of his/her ability and as expeditiously as is practical.

The Inspector(s) shall perform any acts as may be proper to conduct the election with fairness to all members in accordance with the law and all applicable rules of the Association including these election rules.

The Board of Directors may remove and replace any Inspector of Election prior to the tabulation of votes if an Inspector of Election resigns or if the Board reasonably determines that an Inspector of Election will not be able to perform his/her duties impartially and in good faith.

Management or the Board shall provide the Inspector(s) of Election with a membership list accurate as of the record date established by the Board for voting eligibility and such other documents as may be necessary for the Inspector(s) to verify the results of the election or votes.

The Inspector(s) of Election shall have the authority to consult with the Association's legal counsel in the event of uncertainties in the interpretation or application of Civil Code, these Rules, the Association's governing documents or as might otherwise be necessary to ensure a fair election that complies with the law and the governing documents. All such consultations shall be protected by the Association's attorney-client privilege and shall be kept confidential from all persons other than the Board of Directors. Note, however, that neither the Inspector(s) of Election nor the attorney shall disclose to others, including the Board, how a particular ballot or proxy is to be voted.

7.8 Ballots and Tabulation:

Once the Association receives a ballot, it is deemed irrevocable.

Ballots shall ensure the confidentiality of the voter and shall not identify the voter by name, address, lot and parcel or unit number and may not require a signature.

The ballot itself shall be inserted into an envelope that is sealed. This envelope shall be inserted into a second envelope that is sealed. In the upper left hand corner of the second envelope, the voter must print and sign his/her name, address, and lot, parcel or unit number that entitles him or her to vote. The second outer envelope is addressed to the Inspector(s) of Election at the designated address.

Owners may return their secret ballot by mail, hand deliver it to the meeting or complete the ballot at the meeting. If an onsite ballot box is available ballots may be delivered to said ballot box.

Only those ballots delivered to the Inspector(s) of Election prior to the polls closing shall be counted. All ballots must be received via double envelopes.

If a member loses his/her ballot, a new one can be obtained from the Inspector(s) of Election, however, if a ballot envelope is already on file from that unit no new ballot will be given.

A member, who signs or otherwise marks his/her ballot with an identifying mark, waives his/her rights to secrecy.

The sealed ballots shall at all times be in the custody of the Inspector(s) of Election or at a location designated by the Inspectors.

After the counting of the ballots and the certification of the election results by the Inspector(s) of Election, the ballots shall be transferred to the Association, where they will be stored as part of the Association's records for at least one year.

No person, including a member of the Association or an employee of the management company, shall open any ballot prior to the time and place, which the ballots are counted and tabulated.

If the number of candidates is equal to or fewer than the number of open positions and tabulation is not necessary to determine term of office, then a member in attendance may make a motion to elect the slate as presented followed by a secret ballot vote of the members in attendance to elect the slate as presented. The vote count will then be waived.

After tabulation of the votes, custody of all election materials will be transferred to the custody of the Association for its corporate records.