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# Tri Palm Estates & Country Club



**Property Owners Handbook**  
**April, 2022**

## PURPOSE OF THIS DOCUMENT

The purpose of this Property Owners Handbook is to provide guidance and establish responsibilities for the Company, Management, Property Owners, Renters, Guests, and the Association. This Handbook replaces the "*Association Rules and Regulations*" document cited in section 3(A) Master Declaration of Conditions and Charges dated October 10, 2000. These rules are intended to help to preserve all assets, maintain and increase the value of all property within the community, set a high level of pride of ownership for all concerned, and to provide for a congenial atmosphere for the enjoyment of all

## OVERVIEW

TRI PALM ESTATES & COUNTRY CLUB (TPE&CC) is a planned residential community comprised of many county-approved tracts. Each tract has a set of "Conditions, Covenants & Restrictions" known as the CC&Rs, that are part of the deed to each lot.

The CC&Rs outline responsibilities of the owner of the TPE&CC recreational facilities and of Property Owners in the development. The TPE&CC owner of the recreational facilities is SHENANDOAH VENTURES, LLC (hereinafter referred to as the Company).

The CC&Rs for certain tracts have been amended to include a Master Declaration, which is also part of the deed. This Master Declaration established a Homeowners' Association and declared most of the tracts as age restricted residences. These tracts are known as the "Senior Section". These properties fall under the oversight responsibility of the Tri Palm Unified Owners Association (Hereinafter referred to as the Association).

Two additional tracts, 3774 and 3858 which are known as the Family Section, are regulated by the Recreational Facilities Manager (Hereinafter referred to as Management), who is contracted by the Company to oversee the operation and functioning of its facilities.

Change of Property Ownership:

When lots are sold, all governing documents that pertain to the community and to that lot; as well as all appurtenances to the lot itself, must be transferred from the selling Property Owner to the new Property Owner in accordance with restrictions, stipulations, statements, and requirements specified in said governing documents. Those documents include but are not limited to: Master Declaration; By-Laws of the Association; Covenants, Conditions, and Restrictions (CC&Rs); Property Owners Handbook; the Settlement Agreement; and Architectural Rules & Regulations.

All new Property Owners must register in the TPE Management Office and, for those lots that fall within the "Senior Section", the Association (TPUOA) Office.

## Table of Contents

A. Recreational Facilities Management Responsibilities .....	1
B. Homeowners Association Responsibilities .....	2
C. Membership and Guest Cards.....	3
D. Property Owners' Responsibilities .....	5
1. Nuisance/Right of Enjoyment.....	5
2. Clubhouse.....	5
3. Swimming Pools and Spas. ....	7
4. Tennis/Pickleball Courts.....	8
5. Shuffleboard.....	9
6. Horseshoe Pits.....	9
7. Golf Courses .....	9
8. Golf Carts.....	10
9. Appearance of Lots and Homes.....	10
10. Pets.....	11
11. Signs .....	12
12. Leases and Rentals .....	13
13. Vehicle Parking and Safety .....	14
14. RV Parking.....	15
ADDENDA .....	16
Addendum A.....	17
Addendum B.....	22
Addendum C .....	26
Addendum D .....	27
SIGNATURE PAGE .....	28

## **A. Recreational Facilities Management Responsibilities**

According to the CC&Rs, the Company must maintain the recreational facilities for the use of Property Owners, their Renters and Guests.

The Company is required to employ a professional golf recreational facilities management company to care for the recreational facilities, which include the Clubhouse, swimming pools, spas, tennis/pickleball courts, shuffleboard courts, golf courses, entrances, and common areas.

The Company's goal is to assure that all Property Owners be afforded the right to use and enjoy the many amenities available, and to enjoy their homes. To meet this goal, it is necessary to have rules for orderly use and enjoyment of the recreational facilities and to ensure that the recreational facilities are maintained and operated in a manner consistent with the agreement of Ownership, the Association, and Property Owners, and in accordance with general commercial standards for comparable recreational facilities in the area.

- 1) All Property Owners shall pay to the Ownership a monthly Maintenance Fee for the , maintenance and operation of the recreational facilities and common areas of the community, regardless of whether or not the property owner uses the recreational facilities.
- 2) Community aesthetics and general appearance of entrances and common areas shall be maintained in conditions comparable to other HOA communities nearby (i.e., Sun City, Palm Desert Greens, Portola CC, etc.).
- 3) In accordance with the Master Declaration, Management and the Association are to meet annually in May to review this Property Owners Handbook and its Addenda.
- 4) Management is responsible for enforcing the CC&Rs for the two tracts (Family Section) not covered by the Master Declaration.
- 5) Although the Master Declaration does not apply to the Family Section, it is expected that the Company shall apply the same standards to Family Section Property Owners as are applied to Property Owners within the Association; subject only to differences mandated by Senior Housing regulations.
- 6) When new Property Owners purchase property in Tri Palm Estates, they must register in the Management Office and, for the Senior Section, with the Association.
- 7) The Management Office shall ensure that new Property Owners are provided a copy of this Property Owners Handbook. Help with interpretation of the Handbook rules is available to new and existing Property Owners from the Management Office staff and/or the Association.
- 8) The Clubhouse Event Hall will be available to Property Owners year-round, and Property Owners shall have priority over the general public in reserving the Clubhouse Event Hall. Property Owners and Clubs must fill out a Management "Event Request Form" at the Clubhouse to reserve the Clubhouse Event Hall and Social Kitchen or meeting room. Facilities are available at no cost to Property Owners and their immediate families (father, mother, son, daughter, sister brothers). The calendar for Clubhouse scheduling may be reviewed at the Clubhouse Front Desk during normal work hours.
- 9) Management reserves the right to refuse service or access to anyone.

10) Bar & Grill:

- (a) Smoking is permitted only in designated areas outside and at a designated distance from the Clubhouse and buildings. There is no smoking (including vapor cigarettes) allowed inside any building that makes up the Clubhouse. An area outside the fenced-in patio area is designated as the smoking area. Additionally, an area under the canopy located next to the poolside showers is designated as the secondary smoking area. On the main patio, the fenced-in area is the non-smoking area. Management reserves the right to move, reallocate and remove smoking permitted areas.
- (b) No profanity. No loud or boisterous activity. No abuse of furnishings. No sleeping is allowed in the Bar & Grill or in the Library/Lounge/Card Room.
- (c) Appropriate attire is required for patrons in the indoor Bar & Grill.; i.e., no muscle shirts or tank tops. All bathing attire must be properly covered in the indoor Bar & Grill or Library/Lounge/Card Room. Shirt and shoes are required in the Bar & Grill and Library/Lounge/Card Room.
- (d) Inappropriate language on clothing is prohibited in the Bar & Grill and all other areas considered a part of the Company recreational facilities.
- (e) Harassment of the staff constitutes a hostile work environment and will not be tolerated by Management.
- (f) No inebriated patrons will be served in the Bar & Grill area
- (g) Violators of the foregoing guidelines will be asked to leave; a second offense will result in a 90-day suspension. Subsequent violations will result in a permanent suspension. These suspensions are subject to Management review.

**B. Homeowners Association Responsibilities**

The Master Declaration established an owners' association (Tri Palm Unified Owners Association) and automatically binds each Lot in the tracts to the Association and its benefits. The Master Declaration, among other things, establishes age restrictions (55+ years of age) for residency in those tracts to which it applies. These restrictions are consistent with federal and state laws governing Senior Housing and are outlined in detail in the Association Publication, Senior Housing Policies and Procedures Guidelines. This document is available on the Association website (TPUOA.net), or in hard copy, through the Association office.

- 1) The Association represents Property Owners to help assure that the CC&Rs for all tracts in the Senior Section are adhered to.
- 2) The Association also works with Management to ensure that all recreational facilities and common areas are maintained in accordance with this handbook, and in particular, Addendum A (Maintenance Standards).
- 3) All Property Owners within the "Senior Section" pay to the Association an Annual Assessment. The Association maintains a Business Office to serve the Association membership. All inquiries and complaints regarding issues within the community must be submitted, in writing, to this office.
- 4) The membership of the Association elects a board of directors annually to handle business of the Association. Directors serve staggered three (3) year terms; one-third of the Directors being

elected each January. The board of directors meets monthly throughout the year and holds monthly informational meetings from October through April for all Association Property Owners.

- 5) The Association Business Office is located at 32-851 Desert Moon Drive. The office is open Monday through Friday from 9:00 a.m. until 4:00 p.m. during the Season.
- 6) Two representatives from the Family Section (one from Unit 5 and one from Unit 6) are invited to be members of the Rules, Regulations & Facilities Committee of the Association. This committee works closely with Management to ensure facility standards are maintained.

### **C. Membership and Guest Cards**

#### **1) Membership:**

- (a) Management shall maintain a database containing Property Owner photographs and ownership information.
- (b) Property Owners are entitled to the use of recreational facilities on condition that the Property Owner complies with all applicable rules and regulations. Management's Office and Golf Staff shall refer to database listings to validate Property Ownership and standing; and will grant access only to those Property Owners currently in good standing.
- (c) Not more than two adults who are the recorded titleholders of a Property in Tri Palm Estates are recognized in the computer system as Property Owners with golf privileges. Property Owners with golf privileges are entitled to one guest per lot, per round of golf. Barring a medical exemption, Property Owners must accompany their guests to sign in to use the golf facility and must accompany that guest for the entire round of golf for which he or she is signed in.
- (d) When there are more than two owners of a Property, the Property Owners must designate, at the time of registration, two people on the deed to be listed in the computer system as having golf privileges. Property Owners with golf privileges are entitled to one guest per lot per round of golf. Barring a medical exemption, Property Owners must accompany their guests to sign in to use the golf facility and must accompany that guest for the entire round of golf for which he or she is signed in. All others on the deed will be listed as "Social Members" (see Definitions). Designation of owners with golf privileges may be changed, but not more often than once every 6 months.
- (e) Corporations, partnerships, and trusts named on the title to any Property must designate, at the time of registration, two people to be listed in the computer system as having golf privileges. All others on the deed will be listed as "Social Members" (see Definitions). Property Owners with golf privileges are entitled to one guest per lot per round of golf. Barring a medical exemption, Property Owners must accompany their guests to sign in to use the golf facility and must accompany that guest for the entire round of golf for which he or she is signed in.
- (f) A Single Property Owner is entitled to one guest per round of golf (not including a cart) without a Green Fee. The guest can be any person other than a resident (permanent or temporary) of Tri-Palm Estates (e.g., renters, owners not in good standing). Barring a medical exemption, the Property Owner must accompany his/her guest to sign in to use the golf facility and must accompany that guest for the entire round of golf for which he or she

is signed in.

2) **Guest Cards:**

- (a) Property Owners are entitled to two (2) Guest Cards per lot. Each Guest Card admits one person. If a Guest Card is lost or stolen, there is a replacement charge per card. If the number of guests exceeds 2, the property owner may obtain a temporary recreational facilities pass. Each pass is valid for 48 hours from issue, admits 2 additional guests, and may be renewed at the TPE office.
- (b) To use the recreational facilities, Guests of a Property Owner must present a Guest Card obtained from the property owner and be accompanied by the Property Owner. (Exceptions may be made, at TPE management's discretion, if the homeowner is unable to accompany them because of illness or disability.) For the golf course, unless relieved under Section C.(1)(f) herein, all Guests shall pay posted greens fees prior to play.
- (c) The Property Owner is responsible for the actions of his Guests, and for ensuring the Guest is familiar with the rules and regulations.
- (d) Guest Cards will not be honored, and Guests will be DENIED use of the recreational facilities if the Property Owner is delinquent in payment of their Maintenance Fees or is otherwise suspended from use of the facilities.

3) **Rental Privileges:**

- (a) Upon presentation of a valid rental receipt and/or rental agreement to the Management Office, the renter information and photographs will be entered into the database and the renter shall be given access to recreational facilities for the duration of the rental period. The property owner must be in good standing for rental privileges to be granted to renters.
- (b) Under no circumstances shall rental agreements of less than one month be recognized.
- (c) Only two renters per property may be given access to recreational facilities. Renters and Guests of renters shall be charged full Green and Cart Fees for use of either of the two golf courses.
- (d) The Property Owner is responsible for the actions of his Renters and Renters' Guests, and for ensuring that the Renters and their Guest are familiar with the rules and regulations.

4) **Suspension of Privileges:**

- (a) Management reserves the right to suspend ALL use of privileges to any Property Owner, Guest or Renter, where the owner of the related property is 90 days or more in arrears on the payment of their Maintenance Fees.
- (b) Guest's and Renter's privileges shall be suspended if the privileges of the related Property Owner have been suspended for any reason.
- (c) Property Owners whose rights have been suspended shall not be permitted to be Guests of Property Owners who are current in their accounts.
- (d) Management reserves the right to suspend the privileges of any Property Owner, Guest, or Renter for any misconduct or misuse of the facilities. Such suspension shall apply to all Company facilities including, but not limited to the golf courses, Clubhouse, tennis courts,

shuffleboard, pool areas, parking lots, etc., as well as all Family Section park facilities.

- (e) Process for suspension of privileges is as follows:
  - a. First offense – verbal warning will be issued by TPE Management
  - b. Second offense - Offender will receive a written notice to appear at a hearing with Western Golf Management and TPUOA Board of Directors to discuss the rule violation and determine the outcome, based on the severity of the violation. Failure to appear for the hearing will result in going directly to step c
  - c. Third offense or failure to appear for the hearing - Suspension of privileges, the duration of which will be determined by the severity of the offense; anywhere from 1 week to the rest of the season
  - d. Fourth offense – suspension for the remainder of the season at minimum; with the possibility of permanent suspension of privileges

#### **D. Property Owners' Responsibilities**

##### **1. Nuisance/Right of Enjoyment**

- a. Noxious or offensive activity is not permitted on any lot; nor shall anything be carried out thereupon which may be, or may become, an annoyance or nuisance to the neighborhood.
- b. Making or permitting disturbances, excessive noises, odors or in any way disturbing or interfering with the rights, comforts or convenience of other lot owners is not permitted.
- c. Examples of behavior defined as “nuisance” includes, but is not limited to:
  - i. Violation of federal or state laws or local ordinances, or repeated violations of our CC&RS/Senior Housing/Architecture rules
  - ii. Excessive noise, including barking dogs, loud music or TV
  - iii. Causing damage to or destruction of another's property
  - iv. Odors, including second-hand smoke, excrement, and other noxious odors
  - v. Health and safety, e.g., creating a pest, parasite or scavenger control problem which is not effectively treated, hoarding, allowing pet waste to remain in yards and other areas

##### **2. Clubhouse:**

- a) All persons entering the Company recreational facilities, other than the Bar and Restaurant, must be a registered Property Owner or Renter; or have a valid Guest Card or Recreational Facilities Pass for whom or for which privileges have not been suspended.
- b) The Clubhouse Attendant on duty, at his/her discretion, has the authority to close down the use of the billiard table or Lounge, if necessary, to enforce Clubhouse rules as outlined herein. Guests should be advised that proper behavior is required.
- c) Property Owners, Renters and Guests are expected to dress appropriately while in the Clubhouse or using the recreational facilities.

- d) All reservations for use of the Clubhouse recreational facilities must be made in the Management Office.
- e) Children under 12 years of age must be accompanied by an adult while in the Clubhouse. Guests under 18 years of age must be accompanied by an adult after 6:00 p.m.
- f) Property Owners, when in the Bar & Grill, are to follow the guidelines and rules set forth by Management in Section A (9).
- g) Commercial advertisements, petitions, activities, charitable functions, business solicitations, political fund raising and organized religious services by non-Property Owners, or other individuals not a part of a recognized club activity, must be approved by Management.
- h) Inappropriate requests or abuses of any employees or other Property Owners are not permitted.
- i) Recreational Facility Attendants are authorized to summon law enforcement, if necessary, to uphold rules.
- j) A planned schedule covering the use of the recreational facilities is published monthly. TPUOA-recognized social and service Clubs have priority over other groups to use the recreational facilities for activities at their scheduled times. Clubs shall furnish their own supplies and purchase their own refreshments.
- k) Parties and meetings must be scheduled and arranged through the Management Office. Due to heavy demand for use of the Clubhouse, its use must be scheduled in advance.
- l) The capacity of each room has been posted in accordance with and by the direction of the County of Riverside Department of Building and Safety and must be observed.
- m) The Clubhouse facilities are available for Property Owners' use on a priority basis. Such use is subject to Management approval and shall be scheduled on a priority basis in accordance with this Section.
- n) All Clubs and Property Owners using the Clubhouse for parties or meetings must observe the following rules:
  - I. Avoid making or permitting disturbances, noises, odors or in any way disturbing or interfering with the rights, comfort, or convenience of others.
  - II. Obey all state and local laws.
  - III. Remove all rubbish, trash and all other items brought to the Clubhouse and leave the premises in "broom clean" condition at the end of each permitted use.
  - IV. Be responsible for, and promptly pay for, any damage to the Clubhouse, or to any property therein, which occurs during use.
  - V. Hold Management and the Association harmless from and indemnify them against all claims for injury or death to any person or damage to or loss of any property which takes place during or as a result of such use. Users must pay for clean-up costs which may be incurred. A fee schedule will be established annually in May July by the Association and Management.

- o) Approved Recognized Clubs must fill out a reservation form to reserve the date, time and area they desire for their function, and submit the form to the Management Office.
- p) Property Owners hosting a private party must pay a cleaning deposit. The Property Owner-host is responsible for satisfactorily cleaning the area after the party. In the event the Management Company must clean the area, cleaning expenses will be deducted from the deposit. Any amount remaining will be returned to the Property Owner and any excess costs will be assessed to the Property Owner-host.
- q) Any recognized Club shall be allowed to use the Social Kitchen for warming and serving a meal for Property Owners and guests three times during any ninety-day period. Clubs may bring food prepared by club members for “potluck” events. Clubs are encouraged, though not required, to use the restaurant for food and beverage service for their events.
- r) The Arts and Crafts Building may be used under subject to the same conditions as the Clubhouse.
- s) Management has the right to refuse service and cause offenders to be removed from the premises. See section C, paragraph 4 above for privilege suspension procedure.

## **2. Swimming Pools and Spas.**

- a) The recreational facilities are not public and are restricted for use by authorized persons only. Property Owners, Renters, and Guests must provide the appropriate Identification (E.g., lot number for look-up, or Guest Cards or Recreational Facilities Pass must be shown for access to the pool area. The Clubhouse exercise pool on the north side of the Clubhouse complex is for Adults Only (over 18 years of age). Underage guests with appropriate identification may use the lap pool nearest the showers. There is also a Children’s Pool in the Family Section recreational complex.
- b) Children under 14 years of age MUST be accompanied by a RESPONSIBLE ADULT in order to use the pools. The Recreational Facilities Attendant on duty shall determine the suitability of Property Owners, Renters, and Guests to use the pools
- c) Management does not provide lifeguard services. All must swim safely and at their own risk. Management will not be responsible for the loss of, or damage to, personal property of any kind.
- d) Showers are required in compliance with state regulations to remove body oil, suntan lotion and sunscreen before entering the pools or spas.
- e) Incontinent persons must wear plastic pants or waterproof diapers.
- f) Glass containers are prohibited in the pool areas.
- g) Diving, running, jumping, playing ball or acts normally considered unsafe are prohibited.
- h) Wheeled vehicles, skateboards, etc., except wheelchairs, are not allowed in the pool areas.
- i) No pets are allowed in the pool/spa areas.
- j) No play equipment is allowed within the Clubhouse swimming pool areas, with the exception of approved “kick boards”, “arm floaties” and “noodles”. Flotation devices must be approved by Management. Play equipment is allowed in the Family Section recreation area pools.

- k) Cut-off jeans or inappropriate attire, such as bikini briefs and thongs are not permitted.
- l) Food or beverages (other than plastic bottled water) may not be brought into pool areas from outside the clubhouse/pool area.
- m) Persons perceived to be under the influence of alcohol or other controlled substances will not be permitted in the swimming pool areas.
- n) Only children under the age of 12 are permitted to use the wading pool located at the Family Section recreational center.
- o) No child under the age of 14 is permitted to use the spas without a letter from the child's attending physician directing Management to allow the child use of such spa for health reasons.
- p) Management has the right to refuse admission to, or to remove any person from, the pool areas, if any of the rules or regulations are not observed.
- q) Children (under the age of 17) must be accompanied by a responsible adult. No adult shall be responsible for, or be allowed to supervise, more than five (5) children in the pool area at any one time.
- r) Pool activities should be appropriate to the location of the individual pool. The exercise pool and the lap pool (located at the Clubhouse) are primarily intended for use by, but not limited to, our senior community. The pool located in the Family Section recreational area is primarily intended for use by our younger community.
- s) It is the responsibility of Management to enforce these rules and restrictions.

#### **4. Tennis/Pickleball Courts**

- a) Play is on first come basis. Reservations may be required if demand increases.
- b) Play is limited to one set when there are other residents waiting to play. Practice is limited to one half hour when there are other residents waiting to play. The name at the top of the sign-up board is next to play.
- c) Proper attire is required on all the courts. No bathing suits.
- d) If the opponent claims there was a major distraction while hitting a shot (such as a ball bouncing onto the court), don't hesitate to replay the point.
- e) Be courteous; verbal outbursts are distracting to other players.
- f) Throwing equipment in anger is unsportsmanlike and dangerous. Control your temper.
- g) If another team's ball is in your court during play, for safety's sake stop your play and have the server re-serve.
- h) Do not go under or over the net; go around so as not to damage the net or to cause yourself bodily harm.
- i) Never walk behind a court or enter one while a rally is in progress.
- j) Know the rules of the game and observe them.
- k) The only footwear permitted on the courts is tennis shoes. Black soles or any other type of

footwear is prohibited.

- l) Please turn off lights when leaving the tennis courts.

## **5. Shuffleboard**

- a) Members of the Shuffleboard Club have priority over other players on the shuffleboard courts.
- b) Because the boards must be cared for carefully, play may be restricted to those who are knowledgeable and responsible about caring for the boards.
- c) Hours of play are posted at the Clubhouse and are established annually in May by the Association and Management.

## **6. Horseshoe Pits**

- a) There are two (2) horseshoe pits in the Family Section and two (2) horseshoe pits in the Senior Section.
- b) Equipment and “Rules” may be checked out at the Family Section Pool and the Senior Section Clubhouse. Club equipment is available in the Clubhouse Office for check-out during regular business hours and must be returned to the Office prior to close of business the same day.

## **7. Golf Courses**

- a) The golf courses, as the rest of the recreational facilities, are only for the use of Property Owners, their Guests and authorized Renters during the Season.
- b) All players are required to sign in at the Golf Shop before beginning play. Play must begin at the first tee or as designated by the Golf Staff.
- c) Golf Staff reserves the right to inspect the identification of anyone wanting to play golf. Golfers must carry, on their person, appropriate Property Owner, Guest, or Renter identification or passes during play.
- d) Use of the golf courses is subject to the rules and regulations governing the golf courses, some of which are printed on the scorecards.
- e) United States Golf Association Rules of Golf apply to all play on the golf course, except in special tournament play when participating players agree on temporary “fun rules” or other regulations.
- f) All players are required to extend the usual courtesies of golf to each other.
- g) All players must dress appropriately when using the golf courses. No blue jeans, sweatpants, cut-offs, or tee shirts are allowed.
- h) Men shall wear shirts that are or are capable of being “tucked in” and must have sleeves and collars or mock turtlenecks. Shirts with ribbed bottoms – like sweaters – may be worn on the outside of pants.
- i) Women may wear golf skorts. No “mini-skirts” or “short-shorts” are allowed. Tank tops and spaghetti straps are not allowed.

- j) Shoes must be a golf type, or tennis shoes. No metal spikes are allowed.
- k) The Golf Staff reserve the right to exclude players who are dressed in inappropriate attire.
- l) No bicycles or any wheeled vehicles except authorized golf carts shall be ridden or driven on any part of the golf courses, including golf cart paths, or fringe areas (out-of-bounds).
- m) No golf carts are to be driven closer than 30 feet from the perimeter of greens.
- n) The 90-degree rule is in effect on both golf courses, unless otherwise determined by the Golf Staff. Violation of this provision is subject to suspension of golf privileges. See D.7.q, below.
- o) The golf courses are to be used for playing golf only. All non-golf activities, including practicing, strolling, walking, jogging, bicycling, or picnicking are prohibited. Swimming, fishing, or wading in, or retrieving golf balls from (except by a golfer playing that golf hole) any golf course pond is likewise prohibited.
- p) No pets are allowed on the golf courses, whether loose, on a leash, or in a golf cart.
- q) Management reserves the right to suspend or revoke golf privileges of any person if any of the rules and regulations are not observed or are continually disregarded. See section C, paragraph 4 above for privilege suspension procedure.
- r) Under some conditions, golf carts may be restricted to cart paths only. Violation of this provision is subject to suspension of golf privileges. See D.7.q, above. This applies also to handicapped golfers.
- s) See Addendum C – New rule for Century and Millennium Courses

## **8. Golf Carts**

- a) No person may operate any golf cart (or any other vehicle) on the golf courses, golf cart paths, or any Company property unless they possess a valid driver's license, liability insurance and a valid permit. Permits must be renewed yearly by bringing current, valid proof of insurance to the TPE office.
- b) Each Property Owner shall have the right to use his personally owned golf cart on the courses under the following conditions:
  - A valid certification for a handicapped placard is required to have a handicapped flag for the golf cart.
  - Only turf-friendly tires may be used on the courses.
  - Management reserves the right to revoke any golf cart permit and privileges if the golf cart is not operated prudently. If the cart causes damage to the golf course or personal property, if it causes injury to any person, or for any other just cause, golf cart privileges may be suspended.

## **9. Appearance of Lots and Homes**

- a) Christmas decorations may be installed, and lighted displays illuminated, beginning on Thanksgiving Day, and shall be removed by January 15 of the following year.
- b) All other Holiday decorations may be installed 20 days before and must be removed within 10 days of the Holiday. Colored and blinking lighting displays are allowed only during the

year-end holidays.

- c) Only furniture specifically designed and designated for outdoor use may be used outside the residence. This includes furniture placed on decks and patios. Outdoor storage of appliances and fixtures (toilets, tubs, sinks etc.) is not allowed. Only appliances that are in use may be outside. HOWEVER, appliances must not be visible from the golf course or street side of property. Appliances that are visible from the street or golf course must be properly enclosed. Please check with Architectural Committee for permitted enclosures. Per Riverside County all refrigerators must be locked at all times. No discharge of water from appliances onto street or property is permitted.
- d) All Property Owners must always maintain their property in a clean and attractive fashion.
- e) Easements of any kind, on any Property, are considered appurtenant to that Property; responsibility for maintaining that easement in a clean and attractive condition falls to the Property Owner.
- f) Lawns shall be kept as green as possible. Undeveloped lots must be periodically mowed and raked clear of debris.
- g) Palm trees shall be trimmed each year, between July 01 and July 31 each year. Other trees and shrubs must be trimmed according to Management or the Association's CC&R Committee rules.
- h) All plans for buildings, alterations to the exterior of existing buildings, fences and landscaping must have prior approval by Management in the Family Section, or by the Association in the Senior Section.
- i) All outside painting must have prior approval from the appropriate authority (the Association Architectural Committee or, for Family Section, Management).
- j) No businesses or activities for profit may be conducted on any Property in the community.
  - a. Garage sales, yard sales, tag sales, rummage sales etc. are permitted, but only within the limits established by Riverside County Ordinance #593, section 4: "No person, firm, association, or corporation shall conduct more than three garage sales during any period of 12 consecutive months, nor shall more than three garage sales be conducted upon any lot or parcel of land during any period of 12 consecutive months. No garage sale shall be conducted between the hours of 8 p.m. to 8 a.m. or be conducted for longer than 3 consecutive days."
- k) No clothes may be hung to dry outdoors within view of the street or the golf course.
- l) No Property Owner shall permit anything or any condition to exist upon their Property which shall induce, breed or harbor infectious plant diseases or noxious insects or pests.

## **10. Pets**

- a) No more than two pets (dogs or cats) per property are permitted and all pets must be licensed according to local jurisdiction.
- b) All pets must be on a leash while outside the Property Owner's or Renter's premises unless within a designated, fenced, pet area.
- c) Walking of pets on all sections of the golf courses is prohibited.

- d) Pet owners are responsible for any and all actions of their pets. Pet owners must promptly pay for any injury or damages caused by said pet.
- e) Pets shall not create a nuisance or excessive noise. Excessive barking is barking that is persistent and occurs for an extended period or on a repeated basis.
- f) Pet owners and/or dog walkers shall pick up after their pets.
- g) No Property Owners or Renters are allowed to breed animals for commercial purposes.
- h) Management, the Association, the Association Board Members, employees, and agents shall have no liability to any Property Owner, their family members, guests, invitees, tenants or contract purchasers, or any other person for any damage or injury to persons or property caused by any pet, in the absence of willful or wanton negligence on the part of Management, the Association, the Association Board Members, employees and agents.

## **11. Signs, Flags and Banners**

- a. Signs may not be placed on the common area, except with prior approval by Management.
- b. It is the intent of TPUOA and TPE&CC Management to comply with Riverside County Ordinances No. 348 and No. 679 in the regulation of temporary signs.
- c. No flags or signs are permitted which are offensive to other residents (eg., racism, sexism, political divisiveness, obscenity, etc.)
- d. Flags
  - i. Maximum 2 flags/property
  - ii. No larger than 3' x 5'
  - iii. Must be displayed on a flagpole, either in-ground or house-mounted – no flags or banners allowed on awnings, roofs, fences or sides of buildings
  - iv. Must be made of cloth or similar substance – no wood, metal or plastic, or other rigid material
  - v. Permitted types
    1. Current national flags (must be a globally recognized, present-day country)
    2. Current State or provincial flag
    3. Current service flag (e.g., US Navy, Canadian Armed Forces)
    4. Sports Teams (allowed during the season the displayed team is playing)
    5. Holiday flag (only allowed during period when decorations are allowed – see Part D, number 8 a and b)
    6. Election flags (only allowed during period when election signage is permitted - see Part D, number 10 d)
- e. Banners – not permitted

- f. Signs
  - i. Small protection service signs are permitted – no more than 2 per property and must be located close to the house
  - ii. Property sale or rental signs - One sign per property (exception – golf course lots, which may have a sign on the street side and one on the golf course side); signs must be no larger than 18 x 24 inches
  - iii. Election signs may be displayed from 90 days before election day through 10 days afterward. Only 2 elections signs are permitted per property and must be no larger than 18 x 24 inches.
  - iv. Garage sale signs must be removed the day the sale ends
- g. Garden flags
  - i. Only 1 garden flag may be displayed which is visible from the street
  - ii. Maximum size 12 inches by 18 inches
  - iii. Holiday garden flags permitted only during the period when decorations are allowed (see holiday flags, above)

## **12. Leases and Rentals**

- a) No home in Tri Palm Estates & Country Club shall be leased or rented for transient or hotel purposes (less than 30 days).
- b) Property Owners who lease or rent their homes must notify the Management Office and the Association office prior to each lease or rental.
- c) Owners must furnish their lessees or renters a rental document, which must be shown to Management and, in the Senior Section, to the Association. When the rental document is presented at the Management Office, the Renter's information and photograph shall be entered into the computer system. A Renter shall be refused use of any recreational facility if s/he is not listed in the computer system and does not possess a valid Renter's Recreational Facilities Pass.
- d) In the Senior Section, homes may be rented only to residents of whom at least one is 55+ years of age and any other resident is a Qualified Permanent Resident (see Definitions).
- e) A copy of the lease agreement, and proof of age, must be provided to the Association prior to the lessee occupying the leased property.
- f) All communications with TPUOA regarding a Property Owner's rental properties shall be conducted solely with the owner of the rental property and/or the property owner's surrogate [Paragraph (h) below]. This includes, but is not limited to, architectural applications, disputes of any kind with renters, violations of rules regarding the renter(s) or rental property, fines, fees, etc. It is the lot owner's responsibility, not TPUOA, to communicate with the tenant to resolve any issues relating to the rental property.
- g) Interactions between renters and TPUOA office staff and/or Board members, while generally limited, are appropriate to acknowledge problems and maintain cordial relations. It needs to be made clear, however, that, subject to Paragraph (h), issues outlined in this paragraph may be discussed only with the property owner.

- h) In limited cases, approved by the Board, a property owner may designate a local representative to act as the owner's surrogate regarding communications outlined in Paragraphs (f and g) above. It is the property owner's responsibility to complete, and submit the required "Surrogate Authorization" application, describing the circumstances necessitating the request, and naming the individual(s) with authority to act on the owner's behalf.
- i) A surrogate may be a professional property management company or an individual. Named surrogate(s) residing at the property must meet all TPUOA requirements to reside within the TPUOA jurisdiction (Units 1-4, 7-9, and The Villas), and have on file in the TPUOA Office, all required paperwork, including age verification and rental agreement documentation.
- j) TPUOA shall retain the right to terminate the surrogate authorization at any time at its sole discretion
- k) The surrogate authorization shall be accorded only to the individual(s) named in the original authorization and is transferrable only by reapplication and the completion of the same approval process as is required for initial approval.
- l) The surrogate authorization shall remain in effect until terminated, in writing, by the property owner or the property is transferred to a new owner.
- m) Any and all decisions and/or actions made by the named surrogate shall carry the same weight as if made by the property owner. Such decisions and/or actions, once acted upon, may not be disputed by the property owner.

### **13. Vehicle Parking and Safety**

- a) All streets within the community are owned and maintained by Riverside County. Riverside County rules for Recreational Vehicle parking and storage shall be enforced.
- b) The Riverside County Sheriff's Department and the COP (Citizens on Patrol) patrol the streets and the California Highway Patrol enforces all state and county motor vehicle and traffic laws.
- c) The streets and residential parking areas are part of the tracts and therefore are governed by the CC&Rs and this Property Owners Handbook.
- d) All allowed vehicles must be parked in the owner/resident's garage/carport and/or driveway to the extent that space is available. Vehicle parking is allowed on pavement only. Parking on lawns or other areas not specifically designed for vehicle parking is strictly prohibited.
- e) Prohibited Vehicles are permitted for only brief periods while loading, unloading, or making property repairs. Under no circumstances is a Prohibited Vehicle to remain on-site overnight.
- f) Parking of Recreational Vehicles outside of designated RV Parking Areas is limited to two (2) 48-hour periods during any 30-consecutive days. No RVs (including boats, trailers, etc.) may be parked in the tracts for more than 48 hours and only twice per month.
- g) If a vehicle is covered, the cover shall be in good repair, neat and properly secured. Torn, tattered or unsightly covers shall not be permitted. If blown off vehicle, cover shall be replaced promptly or removed from sight.
- h) Property Owner is responsible for advising owner's family, tenants, and guests of the parking regulations. Any violation of the rules shall be directed to, and are the responsibility of, the Property Owner

- i) The speed limit on all streets within the community is limited to a maximum of 25 miles per hour for all vehicles and will be strictly enforced.
- j) Vehicles parked in the Clubhouse parking area more than 48 hours may be towed.
- k) Disabled vehicles (those with flat tires, on jacks or blocks, etc.) and Prohibited Vehicles shall not be parked, left standing or stored on any Property within Tri Palm Estates & Country Club for more than 48 hours.

#### **14. RV Parking**

- a) Storage parking of travel trailers, camper vans, motorhomes, boats, and all such recreational vehicles at the Property Owner's or Renter's Property is prohibited.
- b) If necessary, to prepare such vehicle(s) for use or storage, the vehicle may be parked at the Property Owner's Property no longer than 48 hours. [See 13(f) above.]
- c) Storage areas are available through the Management Office. For more information, contact that office in the Clubhouse.
- d) Recreational Vehicles may not be parked in the Clubhouse parking area without prior permission of Management. Time period allowed and location must be approved by management.

# ADDENDA

# **Addendum A**

## **Tri Palm Estates & Country Club Maintenance Standards**

(Amended and Revised) 2022)

### **PURPOSE**

The purpose of these Maintenance Standards is to maintain the recreational facilities and common ground for Tri Palm Estates & Country Club to Commercial Standards for similar recreational facilities within the Coachella Valley as subscribed to by the Hi-Lo Desert Chapter Golf Course Superintendents Association of America (GCSAA).

### **GENERAL**

- 1) All work shall be performed by personnel capable of maintaining the amenity in a neat, attractive and inviting condition.
- 2) Whenever a time is given for which a particular task is to be completed, the time for performing that task will begin from the time maintenance or Management personnel first become aware of the condition, whether through personal observation or when the condition is first reported to Management.
- 3) When the phrase "normally within" followed by a time frame is used, the time frame is provided as a guide to provide the parties with a standard for reasonable performance under normal circumstances. The parties recognize that situations can occur that are beyond the control of Management, such as the unavailability of equipment, supplies, qualified personnel or vendors or other uncontrollable events, when the time frames cannot be met despite the best efforts of Management. In the absence of these uncontrollable events, however, the time frames are agreed to be a reasonable estimate of the time needed to perform the particular task.
- 4) The Restaurant and its kitchen areas shall be maintained within the standards required by the County of Riverside and the State of California.

### **GOLF COURSES**

- 1) Greens shall be cut daily, weather, equipment and staff conditions permitting, crosscut on a monthly basis, or as required, aerated, and sanded at least twice annually, and rolled monthly, weather conditions permitting, in season
- 2) Fairways shall be cut three times per week, weather conditions permitting. Fairways will be aerated at least annually, or as needed. Tees will be aerated and sanded at least once per year and more often if required.
- 3) Fertilization shall occur as required.
- 4) Bunkers shall be raked and kept free of weeds, with new sand added as necessary to keep a fluffy layer. Rakes shall be kept in all traps at all times.
- 5) Tee markers shall be moved daily to a different area of the tee ground.

- 6) Cups on greens shall be repositioned daily, weather, equipment and staff conditions permitting, in season. The previous cup area shall be smoothed and groomed to blend with the rest of the green.
- 7) Weeds on courses, including greens, shall be sprayed or pulled as necessary.
- 8) Brown areas on fairways shall be appropriately addressed until regrowth is established and will not remain brown or bare more than one year, unless by specific design such as non-over-seeded areas or desertscapes.
- 9) Litter and wind-blown debris shall be removed on a continual basis.
- 10) Trees and shrubs in golf course areas shall be trimmed as required or as necessary considering the species and location of the tree or shrub. Grass at base of trees will be trimmed without damaging trees.
- 11) Trees shall be maintained in their natural shapes and pruned in a manner to select and develop permanent scaffold branches. Overlaid, dead, diseased, or damaged growth shall be eliminated on a regular basis.
- 12) Trees shall be pruned once every two years if necessary, considering the species and location of the tree. Pruning cuts to be made flush.
- 13) Golf cart paths shall be kept smooth, clear of holes and large cracks. Repairs shall be made as quickly as necessary to preserve this standard. Plant and/or weed growth shall be prevented and/or removed from cracks or other paved areas.
- 14) Restrooms and Porta-Potties shall be maintained in a healthy and aesthetically acceptable condition and in good working order, with working lights where applicable. These facilities shall be cleaned and sanitized as needed but at least three times each week during the season. Staff shall check each day early in the morning to verify that these standards are maintained and to correct deficiencies.
- 15) Areas of standing water shall be roped off on a daily basis and repaired in a timely manner.
- 16) Over seeding shall be done each September/October, weather permitting, with quality golf course seed. Bermuda seed shall be planted annually each summer as required.
- 17) Bare or damaged areas on greens and on tees shall be replaced or repaired, including the placement of sand and seed or sod as necessary, in a timely manner.
- 18) Shoe cleaners, rakes, cups, flags, out-of-bounds markers, ball washers, and trash receptacles shall be kept clean and replaced as necessary to satisfy their intended purpose.
- 19) Drainage ditches and flood easements shall be maintained as necessary to ensure effective functionality and safety.
- 20) Each summer the tee areas will be evaluated for improvement. Tee areas shall be repaired and maintained in a manner consistent with reasonable golf course standards so as to maintain the course in a condition comparable to similar courses in the Coachella Valley.
- 21) Each summer the greens shall be evaluated and, when necessary, revitalized by removing the grass and sand and refilling with sand and new grass to make for better greens and drainage. Greens shall be repaired and maintained in a manner consistent with reasonable golf course standards so as to maintain the course in a condition comparable to other similar courses in the Coachella Valley.
- 22) Irrigation systems shall be repaired as feasible and gradually replaced as needed.

- 23) Fairways, tees and greens shall be irrigated to promote healthy and vigorous growth.
- 24) When fungus or insect infestation occurs, State-approved fungicides and insecticides shall be applied to affected areas of the golf course to control these problems. Gopher treatment will be performed immediately upon notification of a problem.
- 25) Bee or Wasp hives reported to Management, shall be removed immediately.
- 26) Golf Course maintenance schedules may be altered when essential maintenance practices are required.

### **CLUBHOUSE AND ARTS AND CRAFTS BUILDING**

- 1) All building roofs shall be maintained in good repair. Repairs to roofs ceiling tiles and walls shall be made in as timely a fashion as possible, normally with two weeks of leak occurrences.
- 2) Restrooms shall be cleaned and sanitized as required by the Riverside County Health Department. All malfunctions shall be repaired in a timely fashion, normally within one week of report to Management.
- 3) All lights and fans shall be maintained according to best commercial practices.
- 4) All window frames, window covers, and doors shall be maintained in good working order and repaired, as needed, in a timely fashion. A bi-annual inspection of security latches, sliding door rollers, rubber seals, and caulking around frames shall be conducted; and defective and/or damaged items shall be repaired or replaced as needed.
- 5) HVAC equipment shall be maintained in good working order and repaired or replaced, as necessary, in a timely fashion, (normally within two weeks after reported malfunctioning). If it is not possible to repair to satisfactory performance, HVAC equipment shall be replaced. HVAC filters shall be cleaned or replaced on a regular basis in order to ensure proper operation.
- 6) Social Kitchen equipment shall be maintained in good working order. Floors, counters and cupboards shall be cleaned on a regular basis. Exit doors shall be equipped in accordance with Riverside County and State of California safety codes and regulations.
- 7) Tables and chairs, for a minimum capacity of 300 individuals, and as many as 400 individuals shall be maintained and updated as required, in the main Clubhouse Event Hall to provide a functional and aesthetically pleasing atmosphere for Property Owners and guests.
- 8) Clubhouse electrical system shall be maintained in good working order, adhering to the Riverside County and State of California Electrical Code or equivalent.
- 9) Interior walls shall be spot painted to remove unsightly marks at least annually and the entire surfaces repainted every seven years, or as needed to provide a functional and aesthetically pleasing atmosphere for Property Owners and guests.
- 10) Floors shall be cleaned weekly or more often if required; and refurbished or replaced as needed to provide a functional and aesthetically pleasing atmosphere for Property Owners and guests.
- 11) The garbage areas shall be cleaned as needed and garbage shall be kept contained in a manner so as to not attract animals.

### **SWIMMING POOL AREAS**

- 1) Deck areas shall be repaired, resurfaced, and maintained as needed in a timely manner to provide a

safe, functional, and aesthetically pleasing atmosphere for Property Owners and guests.

- 2) Pool area fencing and walls and the metal canopy over the large spa shall be kept free of rust, spot primed and painted as needed to provide a safe, functional, and aesthetically pleasing atmosphere for Property Owners and guests.
- 3) Pools and spas shall be serviced on a regular basis so as to maintain optimal health standards and to comply with all governmental requirements. Debris shall be cleaned up daily.
- 4) Broken concrete walls and steps shall be repaired or replaced in a timely manner, normally within one month after the damage is reported. Safety conditions shall be addressed and remedied immediately.
- 5) Outdoor shower areas shall be cleaned at least twice weekly, and repairs shall be made in a timely manner, normally within one week of report. Interior showers and bathrooms shall be cleaned and sanitized daily, and repairs made in a timely manner, normally within two weeks of reported failure.
- 6) Pool lighting shall be maintained in good working order and repaired in a timely manner, normally within two weeks of reported failure.

### **SHUFFLEBOARD AND TENNIS/PICKLEBALL COURTS**

- 1) Shuffleboard and surrounding area shall be maintained and repaired in a timely manner. Courts shall be resurfaced annually, normally in the fall. Courts are to be swept daily during the season.
- 2) Shuffleboard area shade cover shall be maintained in good repair and replaced when necessary. Fence area shall be covered to reduce wind and sand.
- 3) Tennis courts shall be cleaned weekly at a minimum.
- 4) Windbreaks and nets shall be replaced as often as needed. "As needed" means whenever large holes appear, excessive fading occurs, or the item no longer functions as intended.
- 5) Tennis & Pickleball court surfaces and stripes shall be repaired and painted on a regular basis to provide conditions conducive to safe play. Repairs shall be made in a timely manner, normally within one week of the condition being reported.
- 6) Tennis court lighting shall be kept in good working condition, with lights and reflectors cleaned annually. Burned out lights shall be replaced immediately in order to provide conditions conducive to safe play.
- 7) Horseshoe Pits area shall be maintained according to best commercial practices.

### **COMMON AREA MAINTENANCE**

- 1) Any flood spillways and flood easements shall be maintained in a manner to ensure proper functionality.
- 2) All entrances and other common areas shall be maintained with mowed and irrigated lawns, lighted palm trees, trimmed hedges, and plantings in planters in all seasons. Signage shall be maintained consistent with best commercial practices.
- 3) Any broken tiles, lights or irrigation shall be repaired in a timely manner, normally within two weeks of being reported.
- 4) Parking lots shall be resurfaced as needed and cracks cleaned out and refilled. Lines shall be re-marked as needed; normally every 3 years.
- 5) All lights shall be checked on an on-going basis. Burned-out bulbs shall be replaced immediately upon

notification of failure; and repairs completed in a timely manner, normally within one week.

### **RV STORAGE LOTS**

- 1) Fences and gates shall be checked on a regular basis. Any problems discovered or reported regarding fencing malfunctions, locks, or razor wire shall be repaired in a timely manner giving due consideration to the nature of the maintenance needed and the security risks that exist.
- 2) Hedges shall be trimmed and cleanup beneath them shall be done on a regular basis as needed, but not less than semi-annually.
- 3) Security lighting shall be checked monthly, and bulbs replaced immediately upon being reported
- 4) Use of RV parking lot is at your own risk, and Management is not liable for losses or damages that may occur to your unit.
- 5) Use of the RV parking lot is ONLY for Tri Palm Estates property owners.

# Addendum B

## Definitions

The following terms used in this booklet are hereby defined:

- **Arts and Crafts Building:** The smaller building adjacent to the Clubhouse for the use of Property Owners and Guests by arrangement with Management Office.
- **Association:** Tri Palm Unified Owners Association is an organization of the Property Owners in the Senior Section, tracts 1, 2, 3, 4, 7, 8, 9 & A (**Tracts 2462, 3327, 3640, 3715, 3911, 3747, 15926-1, and 22176** of Riverside County).
- **Event Hall:** The large room in the Clubhouse which is used for dinners, dances, and entertainment events.
- **Board Members:** Board Members are the elected Directors of the Association.
- **CC&Rs:** The Conditions, Covenants and Restrictions for each tract in Tri Palm Estates & Country Club bind the Company and Property Owners to a set of rules which are lawfully recorded by Riverside County. Each buyer of a residence or Property in Tri Palm Estates & Country Club shall be given a copy of the CC&Rs for his/her tract by the escrow company at the time of purchase. By purchasing property in Tri Palm Estates & Country Club, the Property Owner legally agrees to abide by the CC&Rs.
- **Club:** A Club is a social or service organization recognized by the Association; whose members are all Property Owners and/or Renters listed in the TPE&CC database. Recognition as a Club requires that the organization provide the RR&F Committee a statement of the organization's purpose, a copy of the organization's Bylaws, and a list of the organization's officers (with contact information). This information shall be provided annually, no later than January 31<sup>st</sup>. During Regular Season (November 1<sup>st</sup> thru May 15), Clubs/Organizations that can be defined as a Sports Club (i.e., Tennis, Golf, etc.) shall hold an annual election of officers. Further, a Representative from each club shall attend the monthly RR&F meetings. Any exceptions to these requirements must be approved by Management and the Association. Men and Women's golf club special events (Ryder Cup, Presidents Cup, etc.) must be held on their designated playing days only (Tuesday for Ladies, Thursday for Men, currently). If any club is unable to fill the entire number of facilities they have reserved (e.g., holes on the golf course), Management may fill in with other eligible players (non-ladies club female Property Owners, renters and guests may play on Tuesdays, non-mens club male Property Owners, renters and guests may play on Thursday) during the season. Off-season, Tuesday up until 9am will be reserved for women's club play; Thursday up until 9 am will be reserved for men's club play. Tee times after 9 a m will be open play.
- **Clubhouse:** The Clubhouse, part of the recreational facilities, is the large building at the center of the development, which houses the Management Office, Library/Lounge/Card Room, Event Hall, Meeting Room and Social Kitchen, as well as the Restaurant and Bar. Admittance to swimming pools, spas, shuffleboard, tennis, and horseshoe pits is through the Clubhouse foyer.
- **Facilities Management Company (Management):** The company employed by the Ownership to

manage the recreational facilities.

- **Fairway:** The fairway is the closely mown area that usually runs between the tee box and putting green of a golf hole and is the target for golfers on all holes other than par-3s (where you take aim at the green).
- **Family Section:** The Family Section is the two tracts, 3774 and 3858, of Tri Palm Estates & Country Club that are not associated with the Association and are administered directly by the Owner or his designee. There are no age restrictions on residence within the Family Section.
- **Golf Shop:** A golf shop (sometimes referred to as the Pro Shop) is a shop where equipment for golf is sold, usually by people who play and teach the game professionally.
- **Golf Staff:** The golf staff is the front line of communications between Management and players on the golf courses. The staff helps to ensure that golfers have a good experience while maintaining the rules and regulations governing use of the courses.
- **Golf Courses:** There are two golf courses in Tri Palm Estates & Country Club. The Millennium Course is an 18-hole regulation course, and the Century Course is a nine-hole par-3 course with two sets of tees so that it can be played as 18 holes.
- **Green Fee:** The charge for Guests/Renters to play golf on either of the two golf courses at Tri Palm Estates & Country Club. Green Fees are also required of any Outside Play allowed at certain times during the year.
- **Group:** A Group is up to 4 Guests who may, when accompanied by a Property Owner, enter the Clubhouse and/or swimming pools.
- **Guest:** A Guest is a visitor of a Property Owner who is provided a Guest Card to use the recreational facilities. To be considered a guest, the visitor must be in the park visiting a Property Owner. If the Property Owner is not present in the Park, anyone staying at their residence will be considered a “renter”, even if no money changes hands.
- **Guest Card:** Two Guest Cards are issued by the Company to each Property Owner in Tri Palm Estates. The Guest Card entitles the Guest to access the recreational facilities without charge, except for golf courses, for which the Guest must pay the current Green Fee and be accompanied by the Property Owner when playing.
- **Library/Lounge/Card Room:** The room off the Clubhouse Lobby that houses the library and is used for playing pool, cards, etc.
- **Lot:** Any existing lot and any residential lot or parcel shown on any recorded subdivision map of the Land within the Tri Palm Estates & Country Club Development.
- **Management:** (See “Recreational Facilities manager” below.)
- **Management Office:** Located within the Clubhouse, this office houses Company’s agent for corresponding with Property Owners. The office is staffed with employees of Facilities Management Company hired by the Company as their agent responsible for the administrative operations of Company facilities.
- **Master Declaration:** The Master Declaration established a Homeowners’ Association and declared most of the tracts as age restricted residences. These tracts are known as the Senior Section. This document is one of several documents governing the functioning of the Association.

- **Maintenance Fee:** Established by the CC&Rs, each Property is assessed a monthly fee by the Company for maintenance of the recreational facilities.
- **Medical Exemption:** Written verification from a medical physician is required for a medical exemption from usual requirements.
- **Meeting Room:** The area off the Clubhouse Event Hall behind the Management Office. This area is used for small meetings. Activities in the Event Hall may expand into this area when the size of the event so dictates.
- **Outside Play:** A non-Property Owner who is allowed to use the golf course is restricted to times agreed upon by the Company and the Association. Normally, such play is limited to the summer months, late afternoon play, and at such other times as to not supersede Property Owners' right to play.
- **Outside Use:** Any use of the Clubhouse Event Hall by persons who are not Property Owners is Outside Use. Outside Use is restricted by agreement of the Company and the Association.
- **Passenger Vehicles** – standard passenger vehicles, including automobiles, passenger vans designed to accommodate ten or fewer people, motorcycles and pick-up trucks having a manufacturers rating or payload capacity of one ton or less
- **Prohibited Vehicles** – all vehicles that do not fall within the “Passenger Vehicle” or “Recreational Vehicle” definitions herein. Includes (but is not limited to) commercial-type vehicles [e.g., stake/flatbed trucks, tank trucks, dump trucks, step vans, concrete trucks, and limousines), vehicles designed to accommodate more than ten (10) people, vehicles having more than two (2) axles, trailers, collision-damaged vehicles, disabled or unsightly vehicles or parts of vehicles
- **Property Owner:** A person or other entity whose name appears on the official Title to a Lot in Tri Palm Estates & Country Club as recorded with the County of Riverside. See relevant CC&Rs for further clarification.
- **Qualified Permanent Resident:** This term is defined in California Civil Code 51.11
- **Recreational Facilities Manager:** The company employed by the Company to manage the recreational facilities.
- **Recreational Facilities Pass:** The Management Office may issue to guests of Owners or Renters a Temporary Recreational Facilities Pass for additional guests over 2, for entry and use of the recreational facilities (other than golf). These Passes admit up to 2 additional guests and are issued for 48 hours.
- **Recreational Facilities Attendant:** An employee of the Company or its agent who staffs the Lobby of the Clubhouse or Family Section areas and supervises attendance and activities in the adjacent recreational facilities.
- **Recreational Facilities:** The areas owned by the Company for the use of Property Owners and their guests. These recreational facilities include the Clubhouse, golf courses, tennis courts, shuffleboard courts, horseshoe pits, practice putting greens, swimming pools and the Family Section recreation area.
- **Recreational Vehicles** – examples include but are not limited to motor homes, travel trailers, fifth-wheel trailers, campers, camper vans, boats, and off-road vehicles
- **Renters** – a renter is an individual or individuals who resides in any dwelling within Tri-Palms Estates for a duration of 30 days or more. Renters must have a document from the property owner allowing them to reside in dwelling for a set period of time, regardless of whether money changes hands.

- **Residential Dwelling Unit:** Any improvement or dwelling constructed or placed upon a “Lot”, including but not limited to, any permanent structure, manufactured home, or mobile home intended for human habitation.
- **Residential Property:** The term Residential Property or Residential Properties shall include the Lot and any and all improvements and appurtenances to said Lot including, any “Residential Dwelling Unit” and/or other structures constructed or placed upon such Lot.
- **Rough:** "Rough" refers to areas on a golf course outside of the fairways that generally feature higher, thicker grass or naturally growing (untrimmed and not mown) vegetation.
- **Season:** The Season is typically the time between November 1 and May 15, when there is heavy use of the recreational facilities.
- **Senior Section:** The tracts in which a majority of Property owners voted in 1997 to become restricted as “Housing for Older Persons” (Federal Act of 1995). Lots within these tracts are designated for a resident 55 years of age or older and that person’s Qualified Permanent Resident and is administered by the Association Board.
- **Single Owner:** A Single Owner (one name on the title) is the sole Property Owner of a lot in Tri Palm Estates & Country Club. This designation is only given if the title/deed specifies only one owner, regardless of the residency status of additional owners. For example, a person living alone in the property, who has children who live elsewhere on the title, are NOT single owners
- **Social Kitchen:** This is the kitchen adjacent to the Clubhouse Event Hall. It is not approved by the Riverside County Health Department for preparing meals for public consumption but may be used by a Club under certain restrictions. Use by outside groups requires the approval of Management.
- **Social Member:** A Social Member is a designation given to a person whose name is on the deed to a lot within Tri Palm Estates, but who is not a designated Property Owner with golf privileges. This person may use any of the recreational facilities, including the golf courses upon payment of the Green Fee. They must be accompanied by a Property Owner when playing golf.
- **Tract:** A tract is one of ten areas of land legally designated by Riverside County as part of Tri Palm Estates & Country Club. These ten areas are listed under the definitions of “Association” and of “Family Section”. Two additional tracts adjacent to existing TPE&CC Tracts may be developed in the future.
- **Turf Friendly:** This term refers to equipment (including shoes and tires) which does not damage the golf course.

# Addendum C

## New Golf Rule for Millennium and Century Course

Starting November 1<sup>st</sup>, 2022, the following rule will be applied and implemented for both Century and Millennium courses. This new rule was approved by Western Golf Management (TPE) and the TPUOA Board of Directors.

Fivesomes or more will no longer be allowed to play during the regular season. The starting and ending dates of the regular season will be determined by Western Golf Management. There will be no “bunching up” of groups to make a fivesome or more allowed after the 1<sup>st</sup> tee.

This rule applies to Men’s and Women’s Golf Clubs as well as all Property Owners, renters and guests who are allowed play on our courses. The only exception to this rule will be for Special Events or Tournaments as scheduled throughout the regular season. Each event must be approved by Western Golf Management as exceptions to the rule.

Any disregard for this rule will result in loss of golf privileges, which will be determined by Western Golf Management, who will also determine the extent of the loss of privileges.

# Addendum D

## Micro Kitchens

Micro Kitchens (MEHKS) were approved by the State of California (AB626) in 2019. However, no Micro Kitchens/MEHKS are allowed in the Tri Palm Estates Community unless you follow the Riverside County Health Department Guidelines. You **MUST** obtain a valid permit from the Riverside County Health Department to operate a home-based food business in Riverside County, California. This requirement pertains to ANY operation in which food is prepared and distributed, where for or not-for profit. There are no exceptions.

A copy of the current operator's permit, and food handlers permit for each and any individual who will be handling the food, issued by the Riverside County Health Department, must be on file at the TPUOA office.



## SIGNATURE PAGE

### PROPERTY OWNERS HANDBOOK

Approved: 04/28/2022

For

**SHENANDOAH VENTURES, LP**

By:  (SIGNATURE ON FILE IN TPUOA OFFICE)

Dan Griffin, Regional Property Manager,  
*Western Golf, Inc.*

For

**TRI PALM UNIFIED OWNERS ASSOCIATION**

By:  (SIGNATURE ON FILE IN TPUOA OFFICE)

Patrick O'Brien, President,  
*Tri Palm Unified Owners Association*