

PALM DESERT COUNTRY CLUB ASSOCIATION LEASE AND RENTAL RULES AND REGULATIONS

Board Approved June 21, 2016 at Open Board Meeting

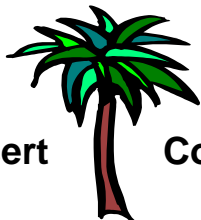
1. Renting or leasing, for the purposes of the Governing Documents, means the regular, exclusive occupancy of a Residence by any person or persons other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.
2. Each Owner shall have the right to lease his or her Lot and interest in the Common Area together, provided that such lease is in writing and provides that the lessee/tenant shall be bound by and obligated to the provisions of the Governing Documents. Specifically, all leases/rental agreements within PDCCA shall be in writing and the lessor Owner must abide by the following:
 - a. At least seven (7) days prior to renting/leasing a Lot, the Owner of the Lot shall provide the Association in writing with the following: (1) names, address and phone number of all proposed lessees/tenants, (2) a complete copy of the executed lease or rental agreement, (3) completion of an Association Transfer of Membership form and (4) any other information reasonably needed and requested by the Association, including, but not limited to emergency contact information for the Owner(s). (Article VIII, Section 2(A) of the CC&Rs) The Owner is obligated to update the Association in writing of any changes regarding the above. The Owner is also obligated to provide the Association with a copy of the renewed lease or rental agreement if applicable.
 - b. The leases/rental agreements shall contain the following language, and if such language is not expressly contained therein, then such language is deemed to be and shall be incorporated into the leases/rental agreements. Any tenant/lessee, by occupying the Residence, agrees to the following language:
 - i. Lots can only be rented/leased in their entirety.
 - ii. The Owner shall distribute copies of the Governing Documents to the tenant/lessee at the Owner's expense.
 - iii. No Lot shall be leased/rented until the Owner of that Lot has paid all fines, fees and assessments to the Association in full. If those payments have not been made, the Association may request in writing that the tenant/lessee pay to the Association all unpaid regular and special assessments, not to exceed the rental payments unpaid at the time of the Association's request. All such payments made to the Association shall reduce the tenant's/lessee's obligation to the lessor by like amount.
 - iv. Each tenant/lessee, guests of such tenant/lessee, and occupant shall comply with the Governing Documents and the violation of the same shall constitute a default under the lease/rental agreement. If a tenant/lessee, occupant or guest violates the Governing Documents, for which a fine is imposed after proper notice and hearing, such fine shall be the responsibility of the Owner.
 - v. The Owner transfers and assigns to the tenant/lessee, for the term of the lease/rental agreement, any and all rights and privileges that the Owner

has to use the Common Elements, including, but not limited to, the use of any and all recreational facilities. (Article VIII, Section 2 (B) 1-4)

3. Pool cards issued to tenants/lessees must be returned to the Association before pool cards are issued to new tenants/lessees. Tenants/lessees may be required to show proof of tenancy and identification to the Association prior to the Association issuing pool cards. Pool cards will be issued in the name of the property address for any property that is rented for six months or less during a calendar year. Owners are responsible to identify their property as a long term rental (renting a property for more than six months) or short term rental (renting a property for less than six months). Pool cards will be issued in the name of the tenants/lessees for any long term rental.
4. There will be a \$15.00 administration fee for every pool card replacement after the original is lost or damaged.
5. Tenants/lessees may be required to show proof of tenancy and identification when reserving the Alice Marble Hall ("Hall") or meeting rooms. Tenants/lessees who rent the Hall will be required to fully comply with the Alice Marble Hall Rules Policy.
6. Timeshare projects, timeshare estates, timeshare programs, and timeshare uses are prohibited. (Article IX of the CC&Rs)
7. All Owners who rent or lease their property for any amount of time during a calendar year must fill out and submit a Rental Information Form to the Association's management office no less than 7 days before the property is rented or leased. Owners are required to notify the Association and update the Rental Information Form when any information required on the Form changes or if their property will no longer be rented or leased. An update-to-date Rental Information Form must be kept on file with the Association at all times for each property an Owner rents or leases within the Community. The Rental Information Form is attached as Exhibit "A" to these Rules. Additional Forms can be obtained at the Association's management office.
- 8.** All Owners are required to comply with all City of Palm Desert laws and codes regarding the renting and/or leasing of their property, including transient occupancy registration and the payment of any applicable transient occupancy tax. Please be aware that the Association will verify with the City that all applicable Owners have registered with the City of Palm Desert regarding the transient occupancy of their property.

The above Lease and Rental Rules and Regulations were approved by the PDCCA Board of Directors at its June 21, 2016 open board meeting, after a more than 30 day homeowner review time period from April 25, 2016 to June 21, 2016. The draft Lease and Rental Rules and Regulations were approved by the Board of Directors at its April 5, 2016 open board meeting.

Effective date of these Rules is June 22, 2016



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PALM DESERT COUNTRY CLUB ASSOCIATION ("PDCCA")
LEASING/RENTAL INFORMATION SHEET

PDCCA Owner name _____
Owner mailing address _____
City _____ State _____ Zip _____
Owner email address _____
Owner emergency contact name _____
Owner emergency contact number _____

PDCCA rental/leased property address _____
Rental/leased property phone number _____
Rental/leased property tenant name/s _____

Number of bedrooms in rental/leased property _____
Internet Listing Site/s _____ Listing number _____

Name of Management Company _____
Management company mailing address _____
Management company local address _____
Management company cell phone contact # _____
Management company local person emergency address _____

If property is not managed by a management company, then Owner is responsible to provide an emergency local contact person who is available 24/7/365 to answer and respond to any complaint call on property within 60 minutes of complaint call.

Local Emergency Contact Person _____
Local Emergency Contact Person Phone Number _____
Local Emergency Contact Person Address _____
Local Emergency Contact Person Email Address _____

I acknowledge that this rental/leased property is located within the PDCCA homeowners association and I agree to comply with the Association's governing documents, and will require my tenants to comply as well.

I declare that the above information is, to the best of my knowledge, is true, correct and complete. I declare that I have received, have read, and agree to comply with the Association Lease and Rental Rules of (insert date) _____

Signature _____ Date _____

Printed Name _____