

PINE MOUNTAIN CLUB COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.

ASSOCIATION RULES

WHEREAS, pursuant to Section 23(b) of the Declaration of Covenants, Conditions & Restrictions recorded on August 13, 1973, in Book 4799 at pages 479-490 of the Official Records of the County of Kern, State of California (CC&Rs), the use of Association Property shall be subject to rules and regulations as are prescribed by the Association from time to time; and

WHEREAS, pursuant to the authority granted to the Association in Section 23(c)11 of the CC&Rs the Association may adopt, amend and repeal rules and regulations to be known as "Association Rules" governing, among other things, the use of Association Property owned and/or leased by the Association and other activities which would affect the peace and enjoyment of the owners or occupants of that certain real estate development described as Parcel 527 in Kern County, California and commonly known as the Pine Mountain Club Commercial Area (the "Development"); and

WHEREAS, "Association Property" means and includes collectively, all real and personal property, including roads and parking areas, owned, maintained, or controlled by the Association for the common use, benefit and enjoyment of the owners of the real property within the Development; and

WHEREAS, the Association has the authority to adopt a policy imposing monetary penalties, including any fee, on any Association member for a violation of the governing documents or rules of the Association, including any monetary penalty relating to the activities of a guest or invitee of a member provided the Association has adopted and distributed to each member a schedule of the monetary penalties that may be assessed for those violations as provided in Civil Code Section 1363; and

WHEREAS, the Association has at various times adopted rules and regulations which may or may not have been provided to its Members as required by the governing documents and California law; and

WHEREAS, it is in the Association's best interest, and the best interest of its Members, for the Association to have one set of Association Rules so the Members clearly understand their rights and obligations;

NOW, THEREFORE, it is hereby resolved that the use of Association Property by the Members of PMCCPOA, their tenants, guests, invitees, business invitees, vendors, independent contractors, employees, agents and all others using the Association Property with their permission and consent, is subject to these "Association Rules" adopted by the Board of Directors of the Pine Mountain Club Commercial Property Owners' Association, Inc., ("PMCCPOA") at the duly noticed Board Meeting on September 14, 2009, and effective on November 2, 2009 following the required notice to the Members. These Association Rules replace and supersede the CPOA EC Rules and Regulations adopted on April 30, 2004, April 26, 2005, and October 4, 2005 and any and all other rules and regulations governing use of the Association Property previously approved by this Board.

I. General Rules: Use of all or part of the Association Property shall be subject to the following General Rules at all times:

- The use of Association Property is limited to Members, tenants, their guests and invitees, and any persons authorized to use Association Property in a Special Use Permit issued by the Association.
- Members are fully responsible for the conduct of their tenants, guests and invitees who use Association Property.
- Association Property shall be used at the user's risk. All users of the Association Property assume liability for and shall indemnify, defend and hold the Association, its officers, directors, employees, customers and volunteers, the commercial property owners and their tenants, free and harmless from any and all liabilities, obligations, losses, penalties, claims, action suits, damages, expenses, disbursements or costs of any kind and nature, including reasonable attorney fees and expert witness expenses, in any way relating to or arising out of any activity of the users on Association Property.
- The Association is not responsible for loss or damage to any property belonging to Members, tenants, their guests or invitees.
- Any person who willfully or negligently defaces, injures or destroys Association Property or equipment of the Association or litters will be held liable for the full loss.

- Motor vehicles shall not be driven or parked on the unpaved portions of Association Property.
- No house trailer and no temporary building of any nature shall be built, erected, placed or maintained on the Association Property excepting a temporary tool and storage building not exceeding 150 square feet of floor area used during the construction of permanent improvements on any Lot and pre-approved by the Association.
- Overnight parking of trucks, trailers and recreational vehicles is strictly prohibited unless the vehicle(s) is owned and operated by vendors who need to park in the Village during special events in Pine Mountain Village or the vehicle is owned and operated by a guest of one of the hotels and inns in Pine Mountain Village.
- Motor vehicles shall not be advertised for sale (excluding daily drivers) at any time.
- All garbage, trash, building materials and rubbish, including, but not limited to, household waste, cardboard, Styrofoam, plastic, aluminum cans, bottles, milk containers, paper products, newspapers, magazines, yard cuttings and pottery, shall be kept in covered container and screened from public view at all times.
- Yard sales, garage sales and the display of any used items or furniture outside of any business are strictly prohibited.
- Any and all commercial activities or private events operated by individuals or companies, other than non-profit entities as defined herein shall be strictly prohibited unless a Special Use Permit has been issued by the Board.
- No animals, livestock or poultry of any kind shall be raised, bred or kept on the Association Property. Persons who bring dogs onto Association Property are responsible for cleaning up waste deposited by their animals on Association Property and all dogs shall be on a leash as required by local ordinance.
- No solicitation, petitions or opinion surveys shall be permitted on Association Property at any time without the approval of the Board unless mandated by federal, state or local laws, statutes or ordinances.
- Loitering, skateboarding, skating, unauthorized assembly, unauthorized use of Association Property or unauthorized presence shall not be permitted and may constitute cause for penalty or referral to the Kern County Sheriff.
- All relevant Federal, State or County statutes applicable to smoking and drugs will be enforced.
- No unlawful activities shall be permitted on Association Property at any time.
- The emission of noise or odors or use of any device or paraphernalia which may constitute a nuisance such as loudspeakers, sound amplifiers, radios, televisions or phonographs without the prior approval of the Board is strictly prohibited.
- Nothing shall be done or kept on the Association Property which will increase the Association's rate of insurance without the prior written consent of the Association. No Member shall permit anything to be done or kept on his lot or on the Association Property which will result in the cancellation of insurance on any building site or any part of the Association Property.

II. Special Use Permits:

A) **When Required.** A Special Use Permit in the form approved by the Association shall be filed with the Association for any and all special events to be conducted on Association Property with the exception of events organized and produced by the Association including the Lilac Festival, Run to the Pines Car Show and Wine in the Pines. A copy of the current Special Use Permit application is attached to these Association Rules. Said application is subject to modification and amendment by the Association at any time.

B) **Processing.** All Special Use Permits issued for the Approved Use Area shall be at the discretion of the Board and in full compliance with Pine Mountain Club Commercial Property Owners' Association Inc's recorded Covenants, Conditions and Restrictions (CC&Rs) and Association Rules including, but not limited to, all rules regarding hosting and the location of private

parties on Association Property. In order for the Association to process a Special Use Permit application, the application fee (shown on the current User Fee Schedule approved by the Association) must be submitted by an applicant ("Applicant") with a completed application with all of the information requested on the application. Depending on the type of event, a Clean-Up/Damage Deposit may also be required. Incomplete applications will not be accepted for processing or processing may be delayed at the option of the Board.

C) Standing to Apply. ALL APPLICANTS FOR SPECIAL USE PERMITS FOR EVENTS IN PINE MOUNTAIN VILLAGE SHALL BE NON-PROFIT GROUPS SUBJECT TO SECTIONS 501(C)3, 4, 5, 6, 7, 8, 10 OR 19 OF THE INTERNAL REVENUE CODE, OR A MEMBER OF THE ASSOCIATION, OR A PRIVATE SOCIAL EVENT (i.e. weddings, receptions, awards presentations and private parties) HELD IN THE GAZEBO AS PROVIDED IN SECTION IIE(i) HEREIN.

D) Special Use Permit Rules. Any person or entity obtaining a Special Use Permit from the Association shall be subject to the Association's General Rules and the following additional rules:

- The activity shall be limited to the specific activities identified in the Special Use Permit and to the areas shown on the Site Plan Attachment filed with the Special Use Permit application.
- The activity shall be conducted subject to any and all limitations imposed on the Applicant as determined by the Board in its sole discretion.
- Special Use Permit applicants shall assume liability for and shall indemnify, defend and hold the Association, its officers, directors, employees, customers and volunteers, the commercial property owners and their tenants, free and harmless from any and all liabilities, obligations, losses, penalties, claims, action suits, damages, expenses, disbursements or costs of any kind and nature, including reasonable attorney fees and expert witness expenses, in any way relating to or arising out of any activity on Association Property.
- A proposed drawing of any banners, special signs and any and all other advertising object to be displayed on Association Property to promote the activity must be submitted and approved by the Association before said signs or objects are displayed.
- A proposed drawing of any temporary seating, fencing, decks or other items or structures to be erected or constructed on part of the Association Property must be submitted and approved by the Association before they are erected or constructed.
- The Applicant shall provide sufficient supervision and maintain adequate control of its employees, vendors, members, guests or invitees at all times.
- The Association reserves the right to revoke a Special Use Permit if the Applicant fails to adequately supervise and control its employees, vendors, members, guests, customers or invitees.
- Knowledge of, and compliance with, all federal, state and local laws, ordinances, statutes, rules and/or regulations shall be the sole responsibility of the Applicant.
- The Applicant shall be responsible for obtaining and fully complying with any and all licenses and/or permits required by federal, state or local authorities copies of which shall be provided to the Association before the Special Use Permit will be issued.
- If the Board determines that a proposed activity may reasonably be expected to potentially cause injury to any person or property or to require substantial cleaning, repairs or restoration in order to return Association Property to the condition existing immediately prior to the commencement of the activity, the Association may, as a condition to issuing the Special Use Permit, require security for the performance of the Applicant's obligations. Such security shall be in a form satisfactory to the Association and may be a cash deposit, a bond, insurance policy, or other adequate assurance of the Applicant's performance. Where such determination is made and insurance is required, such insurance shall be in the minimum of a commercial general liability policy having a limit of \$1,000,000.00 per occurrence with a \$1,000,000.00 aggregate, naming the Association as an additional insured.

E) Additional Rules for Special Use Permits For Private Event Where Alcohol Will Be Served or Consumed at the Event: In addition to the Association Rules and Special Use Permit rules listed above, the following additional rules shall apply:

i) All requests for a Special Use Permit to use any part of the Association Property for a private event not open to the public where alcoholic beverages will be served by a social host not licensed to serve alcoholic beverages at the event by the Department of Alcoholic Beverage Control (*i.e. weddings, receptions, awards presentations and private parties*) shall be held in the Gazebo and shall be subject to the following additional rules which shall be incorporated into and made a part of the approved Special Use Permit:

- The Licensee shall obtain and maintain at all times while consent to use the Approved Use Area has been granted by the Association, a policy of insurance for the Approved Use Area with "host" liquor liability naming the Association as a "primary named insured" with limits not less than \$1,000,000.00 per injury and \$250,000.00 property damage per occurrence. A certificate of insurance confirming the required coverage has been obtained shall be delivered to the Association prior to the event.
- Applicant shall not engage in any activities requiring a special, daily or other permit issued by the Department of Alcoholic Beverage Control for the planned event or activities. Applicant represents and warrants that it shall contact the Department of Alcoholic Beverage Control prior to the event to confirm that a permit is not required. Applicant shall indemnify, defend and hold the Association free and harmless from any claim by the Department of Alcoholic Beverage Control that the event or activities require a permit.

ii). All requests for a Special Use Permit to use any part of the Association Property for an event where alcoholic beverages of any kind will be served by a person or entity licensed to serve alcoholic beverages by the Department of Alcoholic Beverage Control ("Licensee"), or where alcoholic beverages will be consumed at the event with the knowledge and/or the consent of the Licensee, shall be subject to the following additional rules a copy of which shall be incorporated into and made a part of the approved Special Use Permit:

- A special event permit shall be obtained from the Department of Alcoholic Beverage Control by the licensee as provided in §23399(b) of the Alcoholic Beverage Control Act which provides that: *"Any licensee under an on-sale general license or an on-sale beer and wine license may apply to the department for an event permit. An event permit under an on-sale general license or an on-sale beer and wine license shall authorize, at events held not more than four days in a single calendar year, the sale of beer, wine, and distilled spirits only under an on-sale general license or beer and wine only under an on-sale beer and wine license for consumption on property adjacent to the licensed premises and owned or under the control of the licensee. This property shall be secured and controlled by the licensee and not visible to the general public."*
- The Application for the Special Use Permit shall contain a diagram detailing the area to be used prepared by the applicant. The area approved by the Association ("Approved Use Area") shall be shown on the diagram and delivered to the Licensee.
- All alcoholic beverages consumed in the Approved Use Area shall be served in clear plastic cups clearly marked with the Licensee's logo or business trade name.
- No alcoholic beverages shall be served in the Approved Use Area in bottles or aluminum cans at any time.
- Alcohol beverages shall not be taken beyond the boundary of the Licensed Premises or the Approved Use Area at any time.
- No alcoholic beverages shall be sold from portable bars or serving stations in the Approved Use Area at any time without the prior written consent of the Association.
- No entertainment of any type shall be allowed at any time in the Approved Use Area without the prior written consent of the Association in each instance.
- The Licensee shall be solely responsible for supervising, controlling, maintaining, repairing and keeping the Approved Use Area clean and neat at all times at Licensee's sole cost and expense.
- The Licensee shall obtain and maintain at all times while consent to use the Approved Use Area has been

granted by the Association, insurance on the Licensee's parcel(s) and the Approved Use Area with full liquor liability naming the Association as a "primary named insured" with limits not less than \$2,000,000.00 per injury and \$500,000.00 property damage per occurrence. A certificate of insurance confirming the required coverage has been obtained shall be delivered to the Association prior to issuance of the Special Use Permit.

- The Association shall have the right, but not the obligation, to immediately revoke the consent to use the Approved Use Area if any activities in the Approved Use Area by the Licensee, the Licensee's customers, invitees, guests, employees, tenants, subtenants, agents and/or vendors or entertainers increase the Association's rate of insurance.
- The Association shall have the right, but not the obligation, to immediately revoke the consent to use the Approved Use Area if any activities in the Approved Use Area by Licensee, Licensee's customers, invitees, guests, employees, tenants, subtenants, agents and/or vendors or entertainers become a source of annoyance or which interfere with the peaceful possession and proper use of any part of the Approved Use Area or the other parcels in Tract 527.
- The Licensee shall provide the Association with a copy of Licensee's application filed with the Department of Alcoholic Beverage Control and all rules, regulations and conditions issued by the Department of Alcoholic Beverage Control for the event and Licensee shall fully comply therewith at all times.
- Licensee shall indemnify, defend and hold the Association free and harmless from any claim by the Department of Alcoholic Beverage Control that the event or activities were in violation of any permit conditions, federal, state or local laws, ordinances or regulations.
- The Licensee shall immediately notify the Board of Directors in writing if the Licensee's license to sell or serve alcoholic beverages is suspended, terminated or revoked by the Department, and the reasons therefore.

E) Revocation. Any Special Use Permit issued by the Association may be revoked by the Association at any time for any reason whatsoever in the sole discretion of the Association's Board of Directors. All activities being conducted pursuant to a revoked permit shall immediately cease and the licensee's shall immediately remove themselves from Association Property.

III. Environmental Rules and Regulations:

A) Signs. The wording, material, color and size of any and all signage, symbols or advertisements of any kind displayed on or from a Building, or other improvement located on a Member's lot, or located on Association Property, shall be approved by the Association prior to installation. A scale drawing of the proposed sign, symbol or advertising shall be submitted prior to approval and shall be kept on file by the Association. Variances may be granted by the Association on a case by case basis in the sole discretion of the Association.

B) Landscaping. The Association shall maintain landscaping installed by the developer on Association Property. Any landscaping on Association Property that was installed by a Member or a Member's predecessor shall be maintained by the Member at the Member's sole cost and expense. In the event a Member fails to maintain landscaping a Member is responsible for the Association, at its discretion, shall have the right but not the obligation to maintain said landscaping and bill the responsible Member for all costs and expenses incurred by the Association.

C) Color Codes. All structures in the Development shall be painted or stained with colors approved in advance by the Association. The Association shall maintain a chart of approved colors.

D) Improvements. No improvements of any kind including, but not limited to buildings, outbuildings, storage facilities, porches, decks, awnings, additions, memorials, dedications or decorations may be erected or displayed in or on the Association Property without the express written permission of the Association. Each of the following changes or improvements to a Member's property requires the approval of the Environmental Control Committee of the Association:

- Any new construction;
- Any and all grading and trenching;
- Addition or relocation of any structures or improvements including, but not limited to, landscaping, utilities, porches, awnings, decks, railings, lighting, sidewalks or patios;
- All exterior signage and banners;

- Exterior colors or any change in color scheme including base, trim color and roof color; and
- Installation of any structures that will encroach into the Association Property (common area).

The procedure to obtain the Environmental Control Committee's approval is summarized as follows:

1. Submission of a plot plan with accurate dimension to scale showing the Member's lot (*a survey may be required*), the location of all existing improvements on the Member's property, all existing improvements located on Association Property adjacent to the Member's lot and all existing landscaping;
2. Scale drawing of all new improvements and/or landscaping to be considered for approval by the Environmental Control Committee; and
3. Detail of new color scheme, if any.

Any Member seeking approval of his or her plot plan, plans and specifications may appear at the regularly scheduled Environmental Control Committee meeting where the plan will be considered.

If the Environmental Control Committee fails to approve or disapprove such plans, specifications and plot plan within thirty (30) days after said plans, specifications and plot plan have been submitted to it, and payment of any fee provided for in the CC&Rs, it shall be presumed that the Environmental Control Committee has approved said plot plan, plans and specifications as submitted.

If, after a plot plan, plans and specifications have been approved by the Environmental Control Committee, the building, or other structure shall be altered, erected or maintained upon the Building Site otherwise than as approved by the Environmental Control Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Environmental Control Committee having been obtained as required by the CC&Rs.

E) Exclusive Use of Association Property. Pursuant to Section 5 of the CC&Rs, no building of any kind shall be erected, maintained or permitted on Association Property, except one which is constructed and used for the exclusive benefit of all Members with the exception of a porch, deck or awning upon or within the Association Property as an addition to a structure built upon a building site and approved by the Association.

IV. Enforcement and Due Process: The Board of Directors is empowered by Section 5.09 (c) of the Bylaws to enforce all applicable provisions of the CC&Rs, Bylaws and all other regulations relating to the control, management and use of private property within the Development and Association Property and to take such steps as the Board deems necessary for the enforcement of such rules and regulations. The Board is empowered by Section 5.09(d) of the Bylaws to establish and levy assessments on the Members and collect same all in accordance with the Articles of Incorporation, Bylaws and CC&Rs, and establish and collect reasonable use charges for the use of any or all of the Association Property as the Board may deem necessary or desirable.

A) Schedule of Monetary Penalties. The Board may implement a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate (such as fines for failure to obtain a Special Use Permit or installing improvements on Association Property without the Board's prior approval). Once imposed, a fine or penalty may be collected as a Special Assessment.

B) Definition of "Violation." A violation of the Association Rules shall be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the "violation" and a per diem component for so long as the detrimental effect continues. Similar violations on different days shall justify cumulative imposition of disciplinary measures. The Association shall take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring on Association Property at the cost of the responsible Member.

C) Determination of Alleged Violation. The Board will determine that a violation has occurred from physical evidence, testimony of witnesses or from corroborated complaints from other Members.

D) Notice of Alleged Violation. The Board shall send a notice to the responsible Member by first class mail stating that the Board intends to meet to consider or impose discipline upon the Member which notice shall be mailed or personally delivered at least ten (10) days prior to the meeting and shall contain the date, time and place of the meeting, the nature of the alleged violation(s) for which the Member may be disciplined, the special assessment and/or other penalties that may be imposed on the Member, and a statement that the member has a right to attend and may address the Board at the meeting.

E) Hearing. The hearing shall be in open session unless the Member subject to discipline requests that the hearing be in executive session. The Member may present his or her case orally at the Hearing or in writing. The Member may appear with legal counsel and cross-examine any witnesses against him or her and the Member may present evidence and/or testimony on his or her behalf. The Board may:

1. Levy the special assessment in accordance with the Schedule of Monetary Penalties and/or initiate legal action.

2. Grant an extension of time allowed to abate the violation, in which case the Board will also determine the action to be taken in the event the violation is not abated in a timely manner.
3. Suspend the special assessment, find no violation, or otherwise dismiss the action.

F) Notice of Disciplinary Action. If the Board imposes discipline on a Member, the Board shall provide the Member with written notification of the disciplinary action, by either personal delivery or first class mail, within fifteen (15) days following the action. A disciplinary action by the Board shall not be effective against a Member unless the Board fulfills the requirements of this section.

V. Alternative Dispute Resolution. As more fully set forth in the Association's "Summary of Dispute Resolution Procedures" distributed to Members annually, California Civil Code, Sections 1369.510 - 1369.590, "Alternative Dispute Resolution" (ADR) procedures require that before a common interest development (homeowners association) or an individual homeowner files a lawsuit against the other, solely for declaratory relief or injunctive relief in connection with a claim for money, under \$5,000 (*other than association assessments*) or for enforcing the association's governing documents, the filing party "shall endeavor" to submit the dispute to alternative dispute resolution. Before filing a lawsuit subject to this section the Association and/or any Member shall serve a "Request for Resolution" form upon the other party to the dispute. The form shall be served by personal service, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request and shall include:

1. A brief description of the dispute;
2. The request for ADR;
3. A notice that a response must be received within thirty (30) days or it will be deemed rejected; and
4. A copy of Civil Code Section 1354.

If a party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within ninety (90) days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties. The costs of the alternative dispute resolution shall be borne by the parties.

FAILURE OF A MEMBER OF THE ASSOCIATION TO COMPLY WITH THE ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS OF SECTION 1369.520 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF A MEMBER'S RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW. THE COURT MAY CONSIDER THE REASONABLENESS OF A PARTY'S REFUSAL TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION WHEN AWARDING ATTORNEY FEES AND COSTS.

VI. Interpretation: The Association intends for the CC&Rs, Bylaws and the Association Rules to act in concert to govern the use of Association Property. To the extent of any conflict in the aforementioned documents the order of priority in resolving a conflict shall be 1) CC&Rs, 2) Bylaws and 3) Association Rules.

PINE MOUNTAIN CLUB COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.

SCHEDULE OF MONETARY PENALTIES

Authority	Description	1 st Offense Maximum	2 nd Offense Maximum	3 rd Offense Maximum	Per Diem Charge ¹
CC&RS RULES §III D	CONSTRUCTING IMPROVEMENTS ON A MEMBER'S PROPERTY OR ASSOCIATION PROPERTY WITHOUT ASSOCIATION APPROVAL	COST TO REMOVE PLUS \$1000	COST TO REMOVE PLUS \$2000	COST TO REMOVE PLUS \$5000	\$100
CC&RS & COUNTY CODE	CONSTRUCTING IMPROVEMENTS ON A MEMBER'S PROPERTY OR ASSOCIATION PROPERTY WITHOUT KERN COUNTY APPROVAL WHEN A PERMIT FROM KERN COUNTY IS REQUIRED	COST TO REMOVE PLUS \$1000	COST TO REMOVE PLUS \$2000	COST TO REMOVE PLUS \$5000	\$100
RULES §I	DESTROYING OR DEFACING ASSOCIATION PROPERTY, LITTERING OR INSTALLING SIGNS ON A MEMBER'S PROPERTY OR ASSOCIATION PROPERTY WITHOUT ASSOCIATION APPROVAL	COST TO REPAIR/REMOVE PLUS \$500	COST TO REPAIR/REMOVE PLUS \$1000	COST TO REPAIR/REMOVE PLUS \$2000	\$50
RULES §II	EVENT CONDUCTED OR HELD, OR AUTHORIZING OTHERS TO BE HOLD OR CONDUCT EVENTS, ON ASSOCIATION PROPERTY WITHOUT OBTAINING SPECIAL USE PERMIT FROM THE ASSOCIATION	\$250	\$500	\$1000	-
RULES §I	EVENT CONDUCTED OR HELD IN OR ON AN UNAUTHORIZED AREA OF ASSOCIATION PROPERTY OR IN VIOLATION OF THE CONDITIONS OF A SPECIAL USE PERMIT ISSUED BY THE ASSOCIATION	\$500	\$750	\$1500	-
RULES §I	DISPLAYING MOTOR VEHICLE FOR SALE, YARD SALES, GARAGE SALES, DISPLAYING USED ITEMS OR FURNITURE FOR SALE OR AUTHORIZING OTHERS TO CONDUCT SUCH ACTIVITIES ON ASSOCIATION PROPERTY	\$250	\$500	\$1000	-
RULES §I	SOLICITING, LOITERING OR UNAUTHORIZED ASSEMBLY ON ASSOCIATION PROPERTY	\$250	\$500	\$1000	-
CC&RS RULES §I	UNAUTHORIZED PARKING OF VEHICLES ON ASSOCIATION PROPERTY	COST TO REMOVE PLUS \$150	COST TO REMOVE PLUS \$300	COST TO REMOVE PLUS \$750	\$150
CC&RS RULES §I	LOUD NOISES OR LOUD MUSIC FROM SPEAKERS WITHOUT A SPECIAL USE PERMIT ISSUED BY THE ASSOCIATION	\$250	\$500	\$1000	-
CC&RS RULES §II B	FAILURE TO MAINTAIN LANDSCAPING ON MEMBER'S PROPERTY OR APPROVED LANDSCAPING INSTALLED ON ASSOCIATION PROPERTY	COST TO MAINTAIN PLUS \$150	COST TO MAINTAIN PLUS \$300	COST TO MAINTAIN PLUS \$750	\$50
CC&RS RULE §II A	INSTALLATION OF ANY SIGNS ON THE EXTERIOR OF A MEMBER'S PROPERTY OR ON ASSOCIATION PROPERTY WITHOUT ASSOCIATION APPROVAL	COST TO REMOVE PLUS \$150	COST TO REMOVE PLUS \$300	COST TO REMOVE PLUS \$750	-
RULES §I	FAILURE TO KEEP TRASH AND RUBBISH IN COVERED CONTAINERS AND SCREENED FROM PUBLIC VIEW OR FAILURE TO REMOVE AND DISPOSE OF TRASH OR WASTE	COST TO REMOVE PLUS \$100	COST TO REMOVE PLUS \$200	COST TO REMOVE PLUS \$400	-
CC&RS	VIOLATION OF ANY OTHER ASSOCIATION RULE NOT SPECIFICALLY REFERENCED IN THIS SCHEDULE OF MONETARY PENALTIES	\$100	\$200	\$500	\$50

IF LEGAL FEES ARE INCURRED BY THE ASSOCIATION, ATTORNEY FEES AND COSTS, INCLUDING EXPERT WITNESS EXPENSES,

WILL BE CHARGED TO THE VIOLATING MEMBER IN ADDITION TO THE MAXIMUM FINES

¹ PER DIEM CHARGE APPLIES FOR EACH DAY THE VIOLATION CONTINUES FOLLOWING MEMBER'S RECEIPT OF NOTICE OF THE ALLEGED VIOLATION

PINE MOUNTAIN CLUB
COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.

Phone (661) 242-9000 Fax (661) 242-2023

Post Office Box 5246

Pine Mountain Club, CA 93222

SPECIAL USE PERMIT FOR PINE MOUNTAIN VILLAGE

It is advisable to submit applications for review 60 days prior to commencement of the use or event to ensure adequate review of the application by the PMCCPOA Board of Directors. Please call the number shown above if you require assistance in completing this form and to reserve a date for your event. In order for the PMCCPOA Board to process a Special Use Permit, the application fee must be submitted with the completed application. Depending on the type of event a Clean-Up/Damage Deposit may be required. Incomplete applications will not be accepted for processing (or processing may be delayed). All applicants for events in Pine Mountain Village must be Non-Profit Groups subject to Sections 501(c)3, 4, 5, 6, 7, 8, 10, or 19 of the Internal Revenue Code or an approved guest of a Member of Pine Mountain Club Commercial Property Owners' Association, Inc.

CHECK TYPE OF USE OR EVENT

Festival Concert Motor Vehicle Race/Marathon Charity Political

Other - Describe: _____

Guests will be charged to attend Admission Charge \$ _____ Proceeds will benefit: _____

DESCRIPTION OF USE OR EVENT

Location Requested: _____

Date(s) of Event: ___/___/___ through ___/___/___ Start of Set Up ___:___ am/pm Tear Down ___:___ am/pm

Hours of Event: ___:___ am/pm - ___:___ am/pm Number of Volunteers: _____ Age of Volunteers _____ - _____

Anticipated Attendees: 1-100 101-500 501-750 751-1,000 1,001-2,000 Over 2,000

Will food be served: Yes No Will food be prepared onsite: Yes No Health Permit: Yes No

Will alcohol be served: Yes No Will ABC permit be issued: Yes No Special Lighting: Yes No

Will loud speakers be used: Yes No Will streets be temporarily closed: Yes No Shade Required: Yes No

THERE ARE NO RESTROOM FACILITIES IN THE VILLAGE. Number of portable toilets : _____ Number of portable hand washing stations: _____

Number and type of other temporary structures and how will they be fastened to the ground: _____

Will event require sheriff Yes No Highway patrol Yes No Private security: Yes No

Fire department personnel Yes No Ambulance Yes No Number of private security: _____

Live entertainment: Yes No Hours of Live Entertainment: ___:___ am/pm through ___:___ am/pm

Provide a detailed description of the live entertainment: _____

PROVIDE ANY ADDITIONAL INFORMATION YOU WANT THE BOARD TO CONSIDER OR ANY SPECIAL NEEDS FOR THE EVENT ON SEPARATE SHEET

PINE MOUNTAIN CLUB
COMMERCIAL PROPERTY OWNERS' ASSOCIATION, INC.

Phone (661) 242-2000 Fax (661) 242-2023
Post Office Box 5246
Pine Mountain Club, CA 93222

SPECIAL USE PERMIT FOR PINE MOUNTAIN VILLAGE
SUBMITTAL REQUIREMENTS

- Proof of Non-Profit Entity Status; or If Guest of Member: Member's Name: _____
- Application Fee: \$ _____ Clean-Up Damage Deposit of : \$ _____ [Refundable after event less any charges. PMCCPOA reserves the right to recover additional costs from applicant plus expert witness fees and reasonable attorney fees]
- 4 copies of Site Plan Attachment provided
Show location of all event activities including buildings, temporary improvements and portable restrooms.
Show all vendor locations, parking areas, food and beverage service locations.
Show any street closures and the location of any lighting.
Show location of all generators, storage facilities, refuse containers and dumpsters.
- Proof of insurance with limits of not less than \$1,000,000.000 naming Pine Mountain Club Commercial Property Owners' Association as additional insured.
- Copies of Health Permit(s), ABC Permit(s) and/or Resale Permit(s) or satisfactory written confirmation they will be issued prior to event.
- Proposed signage for street closures and directions to the event.

EMERGENCY CONTACT INFORMATION: (Contact person should there be an emergency during the event)

Name: _____ Phone Number: _____ Cell Number: _____
Company: _____ Address: _____ City: _____ State: _____ Zip: _____

APPLICANT:

NAME: _____ PHONE NUMBER: _____ FAX: _____
COMPANY: _____ ADDRESS: _____ STATE: _____ ZIP: _____

I HEREBY CERTIFY AND DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ALL OF THE FOREGOING INFORMATION IS TRUE AND CORRECT.

DATE: ___/___/___ PRINT NAME: _____ SIGNATURE _____

ACTION TAKEN: APPROVED See attached Conditions of Approval

DENIED Reasons for denial: _____

PLEASE MARK ALL AREAS DESIRED FOR YOUR EVENT ON THE MAP
CLEARLY INDICATE WHERE FOOD WILL BE SERVED, ALCOHOL WILL BE
SERVED, VEHICLES WILL BE PARKED, TEMPORARY RESTROOM
FACILITIES WILL BE LOCATED AND STREETS CLOSED TO THRU TRAFFIC

