



ARTICLE 17
GOLF COURSE PROVISIONS

("extracted" from the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Vineyards, Coachella, California)

The Properties are adjacent to the Golf Course Property. The following reservation of easement rights, disclosures and covenants, are intended to identify certain characteristics and inherent risks associated with golf courses including the Golf Course Property. Each Owner by acceptance of title to a Lot acknowledges that these easement rights and disclosures are understood, and agrees to be bound by these covenants:

1. **GOLF COURSE EASEMENTS:** Owners' rights of use and enjoyment of a Lot and Common Area are subject to the following easements reserved by Declarant for the benefit of the Golf Course Property, together with the right of Declarant to transfer all or a portion of the same to the Golf Course Owner, its agents, tenants, lessees, invitees, successors in interest and assignees.
 - A. **Lot Easement.** A nonexclusive easement appurtenant to the Golf Course Property is reserved in, over and across each Lot within the Properties, and the airspace above each Lot, for the purpose of accommodating the flight of golf balls though the air over each Lot and the entry of golf balls onto the Lot and any buildings, vehicles and other improvements thereon.
 - B. **Common Area Easement.** Non-exclusive easements appurtenant to the Golf Course Property are reserved over the Common Area streets for the purpose of vehicular and pedestrian access by golf course maintenance vehicles.
2. **GOLF COURSE USE:** The Golf Course Property is a privately owned facility that may be operated as a public or a private golf course. The ownership or occupancy of a Lot in the Properties does not confer and golf course privileges to any Owner or occupant. In order to use the Golf Course Property Facilities, Owners will be required to pay any membership or use fees and satisfy other conditions of use that may be established by the Golf Course Owner. Any representation made by Declarant or the Golf Course Owner at the time of an Owners' purchase of a Lot in the Properties, concerning the availability of golf course use, the amount of any fees or other conditions of use of the Golf Course Property, are subject to change at any time and without notice to any Owners or the Association.
3. **ENTRY BY GOLFERS:** Due to the proximity of the Golf Course Property to some Lots, golfers may attempt to enter Lots adjacent to the Golf Course Property to retrieve errant golf balls. Although such entry may not be permitted conduct by golfers. Declarant and the Golf Course Owner cannot assure that such entry will not occur.
4. **ACCESS TO GOLF COURSE:** Ownership of a Lot does not include any access rights to or over the Golf Course Property from the Lot. Owners are expressly prohibited from any access to the Golf Course Property from any Lot.
5. **GOLF BALL OVERFLIGHT AND DAMAGE:** Living adjacent to or near the Golf Course Property carries with it the risk of injury to persons and damage to property caused by golf balls coming onto the Lots and the Properties from the Golf Course Property. Declarant has provided no assurances whatsoever concerning the frequency with which golf balls will enter the Lots, and

has provided no guaranties as to what, if any, action may be taken by the Golf Course Owner to mitigate such entry.

6. **WATER OVER SPRAY:** The Golf Course Property may be served by well water or reclaimed water and there may be over spray of such water onto the Lots and the Properties. This condition may have an adverse impact on landscaping and improvements located on the Lots and the Properties.
7. **PESTICIDE OVER SPRAY:** There may be an over spray onto the Properties of pesticides, herbicides and fertilizer applied to the golf course. These substances may have an adverse effect on landscaping and improvements located on the Lot and the Properties, and may temporarily cause unpleasant odors to affect persons on the Lots and the Properties.
8. **GOLF COURSE DISTURBANCES:** Golf course maintenance, including mowing, and play begins at daylight up to seven (7) days per week. Golf course maintenance, including irrigation, may be carried on during nighttime and daylight hours. In addition, noise and lights will be produced from the use of the golf course, pro shop and other buildings, driving range and parking lot. Landscape maintenance will include periodic scalping and reseeding of turf areas, and the removal of turf in turf nursery areas. These uses will create noise, dust and other aesthetic and environmental disturbances which may impact and inconvenience persons on the Lots and the Properties.
9. **GOLF COURSE PONDS:** The Golf Course Property may be improved with water ponds to enhance appearance and the quality of play. Ponds may be located very near certain Lots and, in addition to the aesthetic appeal, may impact the Lots with noise from circulating pumps or fountains, or by attracting insects and animals to the water. These ponds are not fenced or guarded and may pose a risk of injury or drowning to unsupervised children, other persons and pets. Any contact with the water in these ponds is strictly prohibited. There is no assurance that ponds will be maintained in their current locations or with their current water levels.
10. **VIEW OBSTRUCTION:** A golf course achieves its attractive condition through the cultivation of a variety of plants, shrubs and trees. As trees and shrubs mature, as new trees and shrubs are planted to enhance the condition of the golf course, and as other golf course improvements or facilities are constructed for the benefit of the golf course, views of the golf course from the adjacent Lots will be impacted and even blocked. Declarant and the Golf Course Owner make no representation that views existing from a Lot will be preserved, and Declarant and the Golf Course Owner assume no responsibility for maintain golf course landscaping and other improvements or facilities in a particular manner to impact or protect any such views.
11. **RECONFIGURATION OF GOLF COURSE:** Golf Course Owner has the right to operate and maintain the Golf Course Property in any manner that it deems necessary for the beneficial use of the Golf Course Property. As a result, the Golf Course Property may undergo reconstruction and regrading from time to time, and such work may change the layout of the course and the location of landscaping, and may cause periods of extra noise, earth vibration and dust.
12. **CONTINUATION OF GOLF COURSE USE:** Declarant can provide no representation or promises that the Golf Course will continue to be used as a golf course for any particular period of time. Use of the Golf Course could change in the future, and any future uses are unknown by Declarant.
13. **RELEASE AND INDEMNIFICATION:** Owners, by acceptance of a deed to their Lot, for themselves and on behalf of their family, guests, tenants, invitees and agents, release Declarant, the Golf Course Owner, the Golf Course Property architect, the Golf Course Property operator, and their respective partners, officers, directors, shareholders, trustees, agents and lessees (collectively the "**Released Parties**"), from all claims, demands, expenses, damages, costs, causes of action, obligations, attorney fees and liabilities including, without limitation, damage to Lots and other property damage and for personal injury or death (collectively the "**Claims**") which in any way arise from or relate to the matters disclosed above. Owners shall indemnify defend and hold the Released Parties free and harmless from any and all claims made by the guests, tenants, invitees or licensees of Owners against any of the Released Parties.