

# SUNRISE PALMS HOMEOWNERS ASSOCIATION

## RULES & REGULATIONS

**Effective, April 1, 2018**

The Palm Springs Sunrise Palms Homeowners Association's Board of Directors has adopted the following rules and regulations, in conjunction with the CC&Rs, to govern the conduct of all homeowners and their tenants, guests, vendors or other invitees. The rules and regulations have been designed to make living together pleasant and comfortable.

Every owner, resident or lessee is expected to read and understand these Rules and Regulations prior to occupancy of the unit. The homeowner is responsible for seeing that the on-site management office has current tenant information on file at all times.

If you observe abuses of these Rules and Regulations, you should report same, in as much detail as possible, to the on-site management office. The manager, in conjunction with the policies and procedures put in place by the Board of Directors, will take appropriate action to correct the problem, including, but not limited to, the imposition of fines, reimbursement assessments or fees, suspension of the right to use the community's amenities and/or suspension of voting privileges.

For serious problems endangering a person on property which require immediate action by The Palm Springs Police Department, please call 911 for an emergency or 760-323-8116 for non-emergencies.

*These Rules and Regulations supersede all previous versions. Copies of current Rules and Regulations, as well as current Bylaws and CC&Rs are available by contacting the onsite management office.*

## General Rules and Regulations

1. Owners are responsible for providing their tenants, guests, vendors and invitees with copies of all governing documents, including these Rules and Regulations prior to occupancy.
2. Registration of residents with the HOA is *required* within seventy-two (72) hours of occupancy. This policy applies to all occupants, including, but not limited to, new tenants or owners.
3. Damage to Common Area components by Restricted Common Area landscape, irrigation, etc., is the responsibility of the homeowner. The Association may perform maintenance or repair and charge the homeowner a reimbursement assessment for such maintenance or repair if it is determined that Common Area damage is due to the homeowner, their tenant, guest, pet, invitee, personal landscaping, personal irrigation or any other cause deemed the responsibility of the owner.
4. Garage or yard sales are not permitted.
5. No window shall be covered with aluminum foil or similar material.
6. No flammables may be stored anywhere in the community.
7. No group functions of six (6) or more guests are allowed in the Common Areas without prior written permission from the HOA.
8. Entry to Sunrise Palms is by key-fob or keycard ONLY. There are no "gate codes". In the case of visitors, delivery or service providers, entry may be secured by using the kiosk at the front gate and contacting the unit occupant for admittance. Fobs and cards may be purchased at the on-site management office.
9. Tailgating at the front gate is prohibited and can result in damage to vehicles. Only one vehicle may enter at a time. Do not open the gate for other vehicles; they must be properly admitted by a resident or the on-site management office. Damage to vehicles from tailgating is the responsibility of the driver(s), not the HOA.
10. No ball playing of any type is allowed in the cul-de-sacs or streets. Skateboarding is also prohibited in the cul-de-sac or parking areas.
11. Basketball court hours are from 8:00 a.m. to dark.
12. For rent or for sale signs shall be a size approved by the City of Palm Springs, and placed on a stake no further than the corner of the garage of any unit. Lockboxes may only be affixed to the front door of a unit, and no other location, including the entry gate to the complex.
13. Conversion of a unit's garage to a living area is a violation of the building code and is not permitted.

14. In consideration for all residents, quiet must be observed after 10:00 p.m., including but not limited to loud music, noise from Restricted Common Areas, barking dogs, etc.
15. Physical, verbal or emotional abuse of Association Board members, committee members and management or vendor employees will not be tolerated at Sunrise Palms. Violators will be subject to appropriate legal remedies.
16. Any damage to Association property will be repaired and charged to the responsible party by the HOA. If the responsible party is a tenant, guest, employee or vendor of a homeowner, the homeowner is deemed the responsible party for the purpose of this rule.
17. No owner or tenant shall be permitted to rent or sublease any unit for transient or hotel purposes for a period of less than thirty (30) days. Violators will be fined \$1,000 upon first offense, \$2,000 for second offense, \$4,000 for third and subsequent offenses.
18. In most cases, repairs required on the inside of a unit are at the homeowner's cost. Thus, it is recommended that owners have someone check their unit occasionally for leaks or other issues when the unit is left unoccupied.
19. Bicycles, mopeds, motorcycles or other wheeled vehicles are not allowed on lawns or parked on sidewalks. Motorcycles in designated parking space shall have a protective kickstand.
20. Laundry, towels or rugs are not permitted to hang over walls or fences, including pool areas.
21. Failure to observe the governing documents, including these Rules and Regulations, may result in charges being filed against the negligent owner and a hearing scheduled to determine if a fine and/or reimbursement assessment is in order or if there are other means of resolving the problem.

## ARCHITECTURAL

1. To keep a uniform and well-maintained appearance throughout the project, no exterior improvements of any structures shall be commenced, erected, altered or maintained upon Sunrise Palms property without prior approval of the HOA through the Board of Directors.  
This shall include, but is not limited to, the roof, the entry gardens, unit door and light fixtures, windows, unit stucco, unit plumbing and wiring, installation of air-conditioning or heating units, solar panels and installation of satellite dishes on the Common Area.
2. Any alteration requires an application be made, and written approval received, before any work may begin. Contact the on-site management office for application forms and procedural details.
3. Complete architectural change submittals may be subject to a fee set by the Board of Directors, at its discretion, not to exceed the amount allowed by the governing documents or any other law.
4. Complete architectural submittals will be accepted or denied by the Board in writing within seven (7) business days of submission. Owners have the right to appeal denials. Contact the on-site manager for information on the appeal process.
5. No object which exceeds the height of the lowest fence or wall of a unit may be placed in the Restricted Common Area, except patio umbrellas. Maximum of two (2) objects may be affixed to exterior of any unit. Penetration of unit exterior is not allowed. Nails or screws cannot be used to affix such objects.
6. Attached patio covers or pergolas are permitted, but only if constructed by a licensed contractor after a variance form and plans are submitted to the Architectural Committee for review and Board approval.
7. Homeowners may install any style of screen doors, security doors, or front doors they wish without prior approval. Door must be painted an approved HOA color. Garage doors are subject to Board control. Contact the on-site office for approved garage door and color.
8. No clothes lines or drying racks are permitted outside of the Restricted Common Area and cannot be visible from the Common Area.
9. Security bars are subject to HOA review for safety.
10. Installation of solar-powered pathway lighting is permitted in the Common Area for the walkway to an individual unit front door. Ornamental lighting in the Restricted Common Area is limited to lighting inside an umbrella, pergola or patio cover.

11. Solar panels may be installed on the roofs of individual units, subject to approval by the Board. Owners will be required to enter into a license, maintenance and indemnity agreement with any vendor that must include responsibility for roof leaks. The HOA has an approved vendor that meets all these requirements. Contact the onsite office for details and necessary paperwork before commencement of any installation.
12. Holiday decorations are permitted to be displayed 30 days before any holiday, and must be removed within seven (7) days after the holiday.
13. Homeowners who forego installing copper condensation lines from their A/C unit must have the lines drain off the roof to the closest rain drain. These homeowners will be responsible for any roof leaks resulting to improper installation of condensation lines.

### LANDSCAPING

1. Each Restricted Common Area shall be maintained to preserve sanitary conditions and neat appearance. Shrubs and/or hedges shall be maintained no higher than seven (7) feet at base of wall inside a Restricted Common Area. Trees shall be maintained at a height not to interfere with the rights of others or cause damage to the Common Area. Lawn sprinklers shall be adjusted away from the exterior of the unit. No individual hoses, hose reels or sprinklers are permitted in the Common Area of any unit.
2. With written permission from the HOA, homeowners may plant plants in no more than three (3) pots near the unit entrance. Homeowners are responsible for pruning and watering of potted plants. Such plantings must not interfere with the irrigation system already in place in the Common Area.
3. As of the date of these Rules and Regulations, homeowners are ***not permitted*** to maintain, water or otherwise tend to any plantings, including grass, shrubs, trees, or bushes in the Common Area in front of their unit, whether planted by homeowner or not. The only exception is watering plants in pots.
4. No Restricted Common Area plantings of any unit shall be permitted to become a nuisance to Common Area property or structures, or to adjoining properties. Owners are solely responsible for resulting damages to any such property or structures.
5. Any pots used cannot impede the existing sprinkler system nor may any sprinkler be moved or disconnected. Pots must be kept clear of walkways for safety reasons.
6. Homeowners are responsible for costs of replacing any trees, bushes, shrubs or plants, which are destroyed by tenants, guests or pets.
7. No trees, shrubs, bushes or any other plants may be planted in any Common Area.

8. Decorative items, such as small statuary or benches, may be placed in the Common Area immediately adjacent to a unit front door and walkway, but must not interfere with clear access to the unit entrance in the interest of safety. Owners or residents will be asked to remove any objects that the Board of Directors deems a safety hazard.
9. Owners are encouraged to plant their Restricted Common Areas with desert-scape and/or drought-tolerant plants and trees whenever possible. Watering in Restricted Common Areas must be done in compliance with current Desert Water Authority guidelines.
10. Palm trees and citrus trees in Restricted Common Areas must be trimmed annually during the appropriate season. Homeowners will have the opportunity to contract with an HOA-provided trimmer (for an extra fee) or may choose to hire their own trimmer. Untrimmed Restricted Common Area palm trees or citrus trees will subject homeowners to fines and/or costs for bringing the trees into compliance.

### PARKING

1. Garages are for parking vehicles only. All vehicles parked in a garage must be completely inside allowing the door to close. Garage doors are to be closed at all times except when moving vehicles in or out.
2. Palm Springs Fire Department regulations prohibit parking in driveways of certain designated units. Check with the on-site office for a list of such driveways.
3. Double-parking of vehicles (one behind the other) in front of garages is NOT allowed at any time due to fire regulations.
4. No street parking is allowed between 11:00 p.m. and 7:00 a.m. Do not park in red zones or in such manner as to impede other residents' ability to enter or leave their garages.
5. Vehicles may not be stored on property for longer than seventy-two (72) hours without the express written permission of the HOA. Vehicles that do not have current license tags may not be parked on property and are subject to immediate towing. Vehicles parked or stored in violation of the governing documents, including these rules, are subject to immediate towing without notice. All towing/storage costs incurred will be charged to the vehicle owner. Any other fines, reimbursement assessments or attorneys' fees will be the responsibility of the homeowner.

## PETS

1. In compliance with local law, only three (3) pets are permitted per household and must be licensed and vaccinated as required by the City of Palm Springs. Only domestic animals – dogs, cats, hamsters, fish and birds of a type that are normally kept in homes – are permitted
2. Pets are not allowed to roam freely. Pets must be on a leash and under control at all times in the Common Area. It is the pet owner's responsibility to make sure the pet is unable to jump over the wall or otherwise escape the Restricted Common Area. Doghouses or other pet residence structures are not permitted in Restricted Common Areas.
3. Excessive barking, howling, whining by dogs in the Project is not permitted and could subject owners to fines and/or permanent removal of the dog from the property.
4. No dog grooming is allowed in Common Area.
5. Pet waste must be picked up immediately from the Common Area. Accumulating pet waste in the Restricted Common Area of any unit is not permitted and the homeowner may be subjected to fines and clean-up costs.
6. The Board of Directors may require the immediate removal of any pet which has caused a disturbance, created damage to the Common Area or the property of another owner, or has demonstrated aggressive behavior causing residents fear or distress. Homeowners will be responsible for any related removal costs, including, but not limited to, HOA legal fees.

## SWIMMING POOL AND SPA

1. **ALL PERSONS USING POOLS AND SPAS DO SO AT *THEIR OWN RISK*. NO LIFEGUARDS ARE ON DUTY AT ANY TIME.**
2. **No diving, running, horseplay or loud boisterous activity is permitted.**
3. Pool and spa hours are daily from 6:00 a.m. to 10:00 p.m.
4. Posted pool and spa rules are to be observed at all times.
5. Children under fourteen (14) years of age are not permitted in pools unless accompanied and supervised by an adult 18 years of age or older at all times.
6. All persons must wear swimwear in the pools and spas. Nudity is not permitted at any time in the pool/spa areas.

7. Pool furniture is for the convenience of all and may not be reserved by placing personal belongings on the furniture. Removal of the furniture from the pool area is prohibited.
8. Gates must be closed and locked at all times.
9. No animals or glass of any kind are permitted anywhere in the pool or spa area.
10. Radios and sound systems may only be used with earphones.
11. Please maintain the cleanliness of the pool area. Remove all trash or place it in receptacles provided. No cooking or barbecuing in any pool area without written permission from the HOA.
12. Sexual activity is never permitted in any pool, spa or surrounding area.

### TENNIS

1. Tennis playing hours are from 6:00 a.m. to 10:00 p.m. daily.
2. Only non-marking shoes are permitted.
3. Gates must be kept closed and locked.
4. Court time is limited to one-and-one-half (1-1/2) hours when others are waiting.
5. No glass or breakable containers are allowed in the court area. No animals are allowed. Trash must be placed in receptacles provided or removed from the area.
6. No skateboards or wheeled objects are allowed.
7. Court lights are to be turned off when leaving the courts in the evening.

### TRASH

1. **ALL TRASH, INCLUDING DOG WASTE, MUST BE PLACED IN SEALED TRASH BAGS AND MUST BE PLACED INSIDE TRASHBINS.** Overfilling the bins in a manner that prevents the lids from closing and/or leaving trash outside of the bins is strictly prohibited. If the bin closest to your unit is full, take the trash to the next closest bin. The disposal company does not pick up items left outside of the bins.
2. Residents shall cut landscaping clippings into small pieces and bag them before placing them in the bin. Gardeners must haul clippings/trash away and may not use the on-site trash bins at any time. Similarly, all contractors working in units must haul away all waste and not use the bins.
3. Bins are to be kept closed at all times.
4. Due to the limited number of recycling receptacles, please cut up and fold all boxes and cardboard before putting them in the receptacle. Also, please do not leave recyclables outside the bins.



5. No appliances, hazardous materials, furniture or construction materials shall be placed in the Association's dumpsters. Contact the onsite office for instructions on such trash removal.
6. Unit owners are subject to cleanup costs in addition to fines and reimbursement assessments for trash violations.
7. "Dumpster diving", rummaging through and removing items from dumpsters or recycling bins is not permitted.

### VEHICLES

1. No trailer, motor home, residential vehicle (RV), commercial camper, or boat shall be kept or maintained anywhere at Sunrise Palms. This shall include, but not be limited to, flatbed trucks, utility trucks, moving vans, and camper vans, commercial trucks with racks or rigging, equipment storage, etc. These vehicles, whether owned by homeowner, tenant, guest, or a vendor may be on the property for up to four (4) hours for loading and unloading only, unless prior written approval is obtained from the on-site office.
2. No vehicle or boat shall be constructed or repaired upon any portion of the Common Area including any street.
3. No vehicle may be washed or cleaned anywhere within Sunrise Palms.
4. No inoperable vehicle shall be stored or allowed to remain on the Common Area, including any street.
5. Vehicles leaking oil, causing damage or defacing parking areas or street shall not be allowed.
6. Homeowners' or residents' autos or pick-up trucks, without any equipment, that have company logos are allowed to be parked near the unit of such homeowner or resident. Commercial work trucks are allowed in Sunrise Palms only between 7 am and 8 pm, except in case of emergency.
7. **MAXIMUM SPEED FOR ALL VEHICLES ON THE ROADWAYS AT SUNRISE PALMS IS FIFTEEN (15) MILES PER HOUR.** All stop signs must be observed.

## ENFORCEMENT

The Association and/or any owner have the right to the enforcement of the Association's governing documents including these Rules and Regulations. This right includes requesting the violator to cease the offending action, taking legal action against the violator and making a complaint to the Board of Directors. Any person wishing to report a violation of the governing documents must provide a signed, written description of the alleged violation to the management company by mail, facsimile, e-mail or hand delivery. Verbal reports will not be considered. The Board will investigate the allegation and may take action against the responsible owner. However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against the responsible owner. The Board of Directors, in making this decision, will determine the costs and benefits of taking such action.

Neither the Association's manager, nor the Board, will discuss any violations of the Governing Documents with any homeowner other than the alleged violator. *All written reports will be held in confidence to the extent practicable and permissible by law. However, please note that in the event the Owner alleged to be in violation exercises his or her right to due process; he or she may have the right to cross-examine and confront adverse witnesses and examine the evidence against them.*

### A. ACTIONS THAT MAY BE TAKEN:

Penalties for violations of the Association's Governing Documents may include:

1. Courtesy Notice and Notice of Violation letter(s).
2. Imposition of a fine in accordance with the fine schedules set forth below after the offending Owner(s) has been provided with notice and an opportunity to be heard regarding the violation pursuant to the due process requirements of California *Civil Code* Section 5855.
3. Imposition of a reimbursement assessment to reimburse the Association for the cost to repair damage to the Common Area caused by the Owner, or to reimburse the Association for costs incurred in bringing the Owner into compliance with the Governing Documents, which shall include, but is not limited to, attorney's fees and costs. Any such reimbursement assessment may only be levied after the offending Owner(s) has been provided with notice and an opportunity to be heard regarding the violation pursuant to the due process requirements of *Civil Code* Section 5855.

4. Imposition of discipline and suspension of privileges including, but not limited to, the imposition of fines against the Owner(s) account; the suspension of an Owner's privilege to vote in Association elections; and suspension of an Owner's privilege to use common area facilities and amenities. The Board may only impose any or all of the foregoing disciplinary measures after the offending Owner(s) have been provided with notice and an opportunity to be heard regarding the violation pursuant to the due process requirements of *Civil Code* Section 5855.
5. Initiating Internal Dispute Resolution (IDR) pursuant to *Civil Code* Sections 5900 - 5920.
6. Initiating Alternative Dispute Resolution (ADR) pursuant to *Civil Code* Sections 5925 - 5965.
7. Filing a lawsuit seeking injunctive, declaratory and/or monetary relief. *NOTE: pursuant to Civil Code Section 5960, and the Association's CC&Rs, the prevailing party in an action to enforce the Association's Governing Documents is entitled to an award of their reasonable attorneys' fees and costs.*
8. Any other action or combination of actions as permitted by law and/or the Governing Documents.

B. ENFORCEMENT PROCEDURES:

Contingent upon the nature, seriousness and history of the violation, the Association will *generally* adhere to the following enforcement procedures but the Board is **not** required to utilize every remedy in every enforcement action and may, in its sole discretion, subject to the law and the governing documents, determine what remedy to pursue and at what time. Immediate legal action may be sought in the form of a temporary restraining order ("TRO") and/or preliminary injunction where appropriate.

1. **Courtesy Notice**

When the Board observes an alleged violation or receives a written violation complaint, the unit owner will be provided with a courtesy notice of the alleged violation. The courtesy notice will identify the violation and will request that the owner cure the same within **fifteen (15) days** of the date of any such notice. However, the Board may, in its sole discretion shorten the time frame within which the violation must be cured as the Board deems necessary due to the nature and seriousness of the violation.

2. Notice of Violation

If the violation is not cured by the deadline imposed in the Courtesy Notice, a “Notice of Violation” may be sent to the Owner which will identify the violation and request that the Owner cure the same within **fifteen (15) days** of the date of any such notice (or such other timeframe as set forth in the notice) and inform the owner that if the violation is not cured within that time frame, that the Board may consider further disciplinary action (e.g. suspension of voting rights and privileges and/or imposition of a fine or Reimbursement Assessment). However, the Board may, in its sole discretion shorten the time frame within which the violation must be cured as the Board deems necessary due to the nature and seriousness of the violation.

3. Hearing Notice and Intent to Impose Disciplinary Action

If the violation is not cured by the deadline imposed in the Notice of Violation, a “Hearing Notice and Intent to Impose Disciplinary Action” may be sent to the Owner providing him or her with notice and an opportunity to be heard before the Board regarding the alleged violation. That notice shall advise the Owner whether the Board intends to consider imposing discipline against the Owner as delineated in Section A above. This second notice shall be sent at least **ten (10) days** prior to the hearing date. Please note that an Owner may be called directly to a violation hearing without a “First Notice” for violations, the nature of which requires an expedited enforcement action, as determined in the sole discretion of the Board.

At the hearing, the Board will determine whether to impose disciplinary actions, including, but not limited to, the following:

- Imposition of fines in accordance with the Fine Schedule below.
- Suspension of the Owner’s privilege to use the common area facilities and amenities;
- Suspension of the Owner’s privilege to vote in Association elections; and
- Levy of a reimbursement assessment.

In the event the Board determines to take disciplinary action after the violation hearing, the Board shall provide the Owner(s) with written notice of its decision and the discipline to be imposed within **fifteen (15) days** after the hearing.

4. If the violation continues, or is not corrected, the matter may be sent to the Association’s attorney. Any costs and attorneys’ fees incurred to compel an Owner’s compliance with the Governing Documents may be imposed as a reimbursement assessment against the Owner after the Owner(s) have been afforded due process pursuant to *Civil Code* Section 5855.

5. If the violation continues, the Association may invite the homeowner to participate in Internal Dispute Resolution (IDR).
6. If the violation continues, the Association may offer to submit the dispute to Alternative Dispute Resolution (ADR) with any fees charged by the neutral (mediator or arbitrator) to be divided equally between the parties.
7. The Association has the legal authority to initiate litigation against an Owner to compel his or her compliance with the Governing Documents. Pursuant to the *Civil Code* and the CC&Rs, the prevailing party in any such litigation is entitled to an award of reasonable attorneys' fees and costs.
8. Payment of a fine, Reimbursement Assessment, or completion of a suspension period does not eliminate the owner's obligation to cure the underlying violation.

C. DUE PROCESS:

Due process shall consist of written notice to the Owner advising the Owner of the nature of his or her alleged violation of the governing documents and of the Owner's opportunity to be heard by the Board. The notice shall set forth the alleged violation, and the date, time and place of the hearing and shall be transmitted not less than **ten (10) days** prior to the hearing which may be scheduled concurrent with any regular or special Board meeting and may be held in executive session. The Owner has the right to attend the hearing and to address the Board in person. Alternatively, the Owner may submit a response in writing. In the event the Board determines to take disciplinary action after the violation hearing, the Board shall provide the Owner(s) with written notice of its decision and the discipline to be imposed within **fifteen (15) days** of the hearing. Failure to respond to the violation notice may be considered an admission of the violation by the Owner.

Provided the required notice has been provided to the Owner, any decision by the Board to impose discipline is binding on the Owner notwithstanding the Owner's failure to appear at the hearing.

D. FINE SCHEDULES:

1. The fine schedule for all violations, other than the 30 day minimum lease requirement, is as follows:

First Offense:	Fine not to exceed \$100.00
Second Offense:	Fine not to exceed \$250.00
Third Offense:	Fine not to exceed \$500.00
Subsequent Offenses:	At the discretion of the Board

Depending on the severity and frequency of the violation, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary. Fines will typically range from \$100.00 to \$500.00 but substantially higher fines may be levied in extreme cases.

2. The fine schedule for violating the 30 day minimum lease requirement set forth in Section 18 of General Rules and Regulations is as follows:

First Offense:	Fine of \$1,000.00
Second Offense:	Fine of \$2,000.00
Third Offense:	Fine of \$4,000.00
Subsequent Offenses:	At the discretion of the Board