

# **RULES AND REGULATIONS**

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## **ESPRIT PALM SPRINGS HOMEOWNERS ASSOCIATION**

**IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTIFICATION GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.**

# **Esprit Palm Springs Homeowners Association**

## **RULES AND REGULATIONS**

Adopted September 30, 2011

### **INTRODUCTION**

Homeowners, their families, guests and tenants shall observe, respect and follow all the Rules and Regulations set forth by the Esprit Palm Springs Homeowners Association (HOA). These policies have been adopted by the Board of Directors as a supplement to the Declaration of Covenants, Conditions and Restrictions (CC&Rs), and are in effect at all times. They are set forth in the best interest of the entire community. Homeowners renting their unit are strongly encouraged to post a copy of these Rules and Regulations in a conspicuous place within their unit and to familiarize all guests and tenants with their contents.

### **GOVERNING DOCUMENTS**

Each owner has been provided with a copy of the Covenants, Conditions and Restrictions (CC&Rs), Bylaws, and Articles of Incorporation. These are the governing documents along with the Rules and Regulations, which are periodically modified, amended, and distributed by the Board of Directors. Every homeowner and his or her tenants and guests are held responsible for knowledge of all governing documents, including these Rules and Regulations. In order to maintain responsible behavior and a successful community, these governing documents must be followed at all times. Failure to comply with the governing documents may result in disciplinary action including, but not limited to, the imposition of fines, suspension of voting rights, and/or suspension of the use of the recreational facilities. The Board of Directors will do its best to fairly and equitably interpret the provisions of these documents when questions arise.

### **GENERAL RULES AND REGULATIONS**

Common Areas are all the areas outside of your unit. This includes the lawns, landscaping, pools, tennis courts, sidewalks, perimeter walls and parking areas. These areas and facilities, maintained by the HOA, are for the EXCLUSIVE use of the residents and their guests. Residents are defined as either owners or tenants residing within the complex. Tenants and guests are subject to all of the same Rules and Regulations as are the Homeowners. Owners shall be liable for any breach of the governing documents by their tenants, guests, vendors, and/or invitees ("Guests") including, but not limited to, any Special Individual / Reimbursement Assessment, as well as for any damage to the Common Area caused by said Guests. Discretion and consideration must be used with respect to the number of guests in order to avoid monopolizing the facilities.

Any person(s) who cannot demonstrate that he or she has rightful access to the common areas and facilities may be requested to leave the areas. If such person(s) fails to leave the areas, the local authorities will be summoned to remove the individual(s).

Violations of the Rules and Regulations should be reported in writing, including facsimile transmission and email, to the Association Management company. The Board of Directors has the right and duty to hold a homeowner liable for damage to the common area property, including equipment and furnishings, because of negligence, carelessness, misuse, or through violation of the rules caused by his/her actions or those of his/her tenants or guests. After required notice has been provided, the Board may levy a reimbursement assessment against an owner to reimburse the Association for costs incurred in repairing any damage to the common area for which the owner was found responsible, including damage due to the conduct of his or her guests, renters, and/or family members.

### **ARCHITECTURAL & LANDSCAPE**

Any homeowner considering an alteration, addition, or modification to the exterior of their residence must obtain prior written approval from the Board of Directors. Request forms can be obtained from the Association Manager, who will record each application and provide the plans, forms and attachments to the Board for its review. Any changes and/or additions must also conform to the City of Palm Springs building codes, ordinances, and regulations. It is the obligation of the homeowner to ensure that any required permits have been obtained prior to the commencement of construction.

No landscaping of the common areas or exclusive use common areas shall be undertaken by an owner without the prior written approval of the Board of Directors.

Any owner commencing a project without receiving written approval and/or required permits will be subject to disciplinary action in accordance with the Association's Enforcement Procedure and may be ordered to cease and desist and legal action, if necessary, will be taken as necessary to stop such activity. The homeowner will be held responsible for any costs incurred by the Association in taking such action.

### **BALCONIES AND PATIOS**

Clothes, towels, and other items may not be hung over patio balconies or walls. This includes bathing attire and pool towels. Sporting and playground equipment and toys may not be stored on patios or balconies.

Patios and balconies must remain clean and orderly at all times. Patios and balconies are not to be cluttered and/or contain such items as to be deemed unsightly by the Board. Outdoor furniture must be in good taste, good condition and suitable for a patio or balcony. No items may be placed on common landings including plants.

## **BICYCLES**

Two (2) bicycles per unit shall be permitted to be stored in designated Restricted Common Area (patios and rear balconies). Bicycles may not be parked or stored in any common area of the complex, including front porches and landings. Locks will be cut off and bicycles removed without notice. The Association manager will make a reasonable attempt to return the bicycle to its rightful owner, but will be disposed of after thirty (30) days if unable to locate the owner.

Bicycles may not be ridden on sidewalks or streets with the complex.

## **CONDUCT**

Improper conduct, obscenities, verbal or physical threats by Owners, tenants, family and/or guests will not be tolerated. Actions by any person of any nature, particularly in the Common Area which may be dangerous, create a health or safety hazard, create a hostile environment, or disturb others are not permitted. This includes noise, intoxication, use of illegal substances, quarreling, threatening, fighting, offensive or abusive language or behavior.

Owners are responsible for the conduct of their residents, guests, family and/or renters, and all service personnel, vendors, contractors, and any other invitees.

All Owners, their residents, tenants, family and/or guests are presumed to conduct themselves as ladies and gentlemen, with due consideration for each other and towards any members of the Association, the Board of Directors, their respective committee members, as well as employees of the Association, if any, members of the Association's management company as well as employees of Association vendors (herein after "Staff"). No Staff shall be reprimanded, threatened or harassed in any way by Owners, residents, tenants, family, guests or invitees. Additionally, no Staff member shall be given direction and/or have their work interfered with when performing work on behalf of the Association (only the Board, management and/or respective Committee members, where such authority is so delegated, can provide such direction to Staff).

Owners shall not engage in disruptive, hostile, threatening or harassing behavior at any meetings of the Association including Board of Directors, Committee and/pr membership meetings.

The Board of Directors has the power to discipline any person for any conduct which in its opinion tends to endanger the welfare, interest or character of the Association, as well as for violations of any of the Association's rules and regulations.

Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, the person in charge of the facility at the time (i.e. Board Member or duly Board-authorized representative), shall seek the assistance of the local law enforcement agency to maintain order. A copy of the official law enforcement report of the incident should be obtained and delivered to the Association as soon as possible.

The Association considers a violation of any of the foregoing Conduct rules a serious violation which will subject to the violating Member to immediate disciplinary action. Said disciplinary action shall include possible imposition of a monetary penalty, suspension of the Owner's voting and/or suspension of the Owner's privileges for use of the common area and recreational facilities (which would also apply to any residents, tenants and guests).

No person shall damage or destroy the Association's common area property. The Owner of each Unit shall be liable to the Association for all damage to the common area or to any improvements thereon or thereto, caused by Owner, Owner's family, tenants, guests or invitees. After due process, the Board may levy a Special Individual / Reimbursement Assessment against an Owner and/or Unit to reimburse the Association for costs incurred in repairing any damage to the common area for which the Owner was found responsible. Said assessment shall be collected in the same manner as regular and special assessments and may be liened and foreclosed.

#### **DAMAGE TO COMMON AREAS AND ASSOCIATION PROPERTY**

Violations on the part of the homeowner or his or her tenants or guests resulting in damage to common areas and/or equipment are the responsibility of the individual homeowner. All costs, including administrative, for replacing and/or repairing common area facilities and/or equipment are the responsibility of the homeowner. In addition to recovering the cost to repair or replace damaged facilities and equipment, the Board may choose to levy a fine against the homeowner.

#### **DISTURBING NOISES AND NUISANCES**

No resident shall make or permit any disturbing noises or activities or noxious odors caused by him or herself, his or her family members, employees, agents, visitors or lessees, nor permit any actions by such persons that will interfere with the rights, comforts or conveniences of other residents. No resident shall allow pets (barking dogs, etc.), parties, playing of musical instruments or operation of stereos, televisions or radios that disturb or annoy other residents. The Board shall have the right to determine if any noise, odor or activity producing such noise or odor constitutes a nuisance. These provisions shall also apply to all contractors operating within the Community.

#### **PARKING**

Any vehicle parked within the Esprit complex must display a current parking permit issued by the Association management company. Owners will be provided with permanent decals. Hang tags will be issued for use by visitors, including seasonal renters.

Only currently licensed and registered passenger vehicles in street-operable condition may be parked on the property. All other vehicles are prohibited (trailers, motor homes, campers, commercial vehicles other than a standard-sized pick-up truck). If parking is needed, the public

streets outside the complex must be used. One covered parking space is available for each unit. Other parking spaces are available for guests and extra vehicles.

Parking spaces located next to the green curbs are for short-term use and limited to twenty (20) minutes. Vehicles parked in the blue disabled zones must display a current and valid placard issued by the Department of Motor Vehicles.

Maintenance and/or repair of vehicles anywhere on premises is forbidden.

**No vehicle may be left parked in any parking space for longer than thirty (30) consecutive days except as provided for in the long-term lot.** Long-term parking (30 days or longer) is located in the south parking lot to the right of the entrance. Use of this lot requires a long-term permit and key issued by the Association management company. A deposit of \$100 will also be required upon issuance of a permit and key. This deposit will be refunded once the key is returned and the vehicle moved.

The towing of improperly parked vehicles relates to enforcement of the Governing Documents, unrelated to disciplinary action against an Owner. Pursuant to California *Vehicle Code* §22658, the Association may have any improperly parked vehicles removed and towed to the nearest public garage. Prior to any towing, the Association shall place a written notice on the violating vehicle, enumerating that the vehicle will be towed to a public garage unless the vehicle is moved within four (4) hours. (Prior notice is not required if the violating vehicle is parked in a marked fire lane, within fifteen feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a matter which interferes with any entrance to or exit from ingress or egress in and to the subdivision or any unit). In such an event, the Association shall not be liable for any damages incurred by the vehicle owner because of the removal of a vehicle or for any damage to the vehicle caused by the removal, including without limitation the charge for towing and storage of the vehicle by the towing company, the cost of which shall be the responsibility of the owner of the vehicle.

### **PETS**

Pets may not run free at any time while in the common areas. Dogs must be on a leash whenever they are in a common area of the complex, accompanied by a person competent to keep the pet under effective control. For health purposes, pets must be walked in the part of the common area away from the condos.

Except for service dogs, no pet is permitted within the Pool and Spa areas.

**Dog owners are responsible for cleaning up after their pets** and therefore must carry the clean-up equipment (i.e. napkin, scooper and/or bag) to accomplish same.

No dog or pet of any kind shall be tied up in the Common Area and/or left unattended and tied up at any outdoor location.

Any and all damage to the Common Areas caused by any animal is the responsibility of the Owner of that animal.

Reports of any violation of these Pets rules should be reported to the Association Office (i.e. along with the name of the Owner of the pet, if known, and a description of the animal).

The Association does not trap wildlife (i.e. raccoon or other animals) except when a potential for damage to Association property exists. Owners should contact the City of Palm Springs Animal Control to report issues they experience with raccoons, skunks, coyotes, etc.

### **POOLS AND SPAS**

Pool hours are 8:00 a.m. to 10:00 p.m. daily. Conduct displayed must respect the privacy of persons who reside in close proximity to the pools and spas.

Contact the Association management company for any concerns or issues pertaining to the maintenance of the swimming pools and spas. Do not direct your complaints or requests to the pool maintenance personnel.

**Pool and spa gates must be kept closed at all times, and climbing fences is not permitted.** Each pool and spa area is provided with one means of egress without a key.

Pool equipment and controls **must not** be tampered with under any circumstances. Pool safety equipment shall be used only for emergency purposes.

Observe all posted rules. There is **no lifeguard** on duty. **Swim at your own risk.** Children under 14 years of age must be accompanied **at all times** by an adult (a mature and responsible person at least 18 years of age with the ability to swim).

Infants, and all other incontinent persons, must wear waterproof garments while in a pools or spas. No diapers are allowed in pools or spas.

Appropriate bathing attire is required at all times. No nude swimming or sunbathing is permitted.

Wipe off excessive lotions and oils prior to entering the water. Place no soaps or detergents in the pools or spas. These materials clog filters and cause high-maintenance costs.

Furniture shall not be removed from the immediate pool and spa areas.

Chairs and chaise lounges may not be reserved in advance.

Beverages must be consumed in non-breakable containers.

No littering. Place trash in appropriate containers.

Smoking and eating are not permitted in the pool and spa areas.

Amplified sound from radios, televisions, and other portable devices are **not permitted** in and around pool and spa areas.

Limit the duration of cell phone calls while in the pool and spa areas.

No running, pushing, wrestling, jumping, diving, or other horseplay is permitted in or around pools and spas.

No bicycles, skateboards or other wheeled vehicles are permitted on pool and spa decks or adjacent to pool areas, including sidewalks.

Swimmers have priority over pool floats, air mattresses and similar devices as well as individuals playing games in the pool. Toys, floats, and other personal items shall be removed upon leaving the pool area. Failure to do so will result in their removal by management.

Except for service dogs, no pets are allowed in or around the pool and spa areas at any time regardless of their size, species or whether they are on a leash or not.

Owners are responsible for any costs of draining, cleaning, and/or refilling a pool/spa as a result of the owner, their guests, family member, tenants, or any other of their invitees contaminating it.

#### **RENTAL/LEASED UNITS**

The units within the development are restricted to residential use. No unit shall be occupied by more than a single family. All leases must be for the entire Residential Lot, and not merely parts thereof, unless the Owner remains in occupancy.

No residence may be leased for a period of less than thirty (30) days nor shall an Owner advertise (whether on the internet, printed materials such as newspapers, magazines or otherwise) a residence for a term lease of less than thirty (30) days.

Homeowners renting or leasing their unit for **3 (three) or more months** must provide the Association management company with a signed agreement **prior to the tenant moving in**. Parking permits, keys, and gate openers will not be issued without a signed copy of said agreement on file.

Owners must notify the Association c/o the management company of the address and telephone number where each Owner can be reached.

Lessee/tenants are bound by Governing Documents of the Association.



Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property caused by tenant or tenant's guests. Failure of any tenant to comply with these Rules may subject the Owner and/or tenant to disciplinary action.

## SIGNS

All signs visible from any unit, including those advertising *for sale and for rent*, must be a size not greater than 24" x 18", not be handwritten or drawn, and limited to one (1), which shall be placed in a window.

Political signs must be removed no longer than two (2) weeks following an associated election.

No signs may be attached to any building, tree, mailbox, fence, stairwell, lamppost, or any other structure or material in a common area.

### Open House Signs

Three (3) Open House signs (A-Boards) may be placed on Esprit property on the day the open house is held, but only two (2) within the confines of the gate of the complex. Signs may be placed as early as one (1) hour prior to the open house and must be removed as soon as the open house ends.

The open house sign must be professionally made and limited to a total area size not to exceed 432 square inches.

The sign may be placed in any common area as long as they do not interfere with traffic or pose any hazard. Any signs found in violation of these rules may be removed without prior notice and retained by the property manager for return to their rightful owner, or disposal after thirty (30) days.

Any written notes for entrance directions or instructions must be removed immediately after the open house.

Upon seventy-two (72) hours prior written notice, the Association management company may program an open house directory code in the entrance phone system to facilitate visitor access through the gates.

Agents and visitors are to be instructed to park only in the uncovered stalls and not under the carports. Vehicles found to be in violation are subject to being towed at owner's expense.

### Security Service Signs

A maximum of one (1) sign indicating that a Unit is protected by a security service may be placed on the Unit.

Sign must be made of a durable metal material or plastic, with all painting by silkscreen or other professional sign-painting technique. Hand-lettered or painted signs are not permitted.

Signs shall be placed as close as possible to the front door of the Unit.

Signs shall not be affixed to patios, balconies, doors and/or the structure of the Unit.

In addition to the one (1) sign, window stickers and/or decals measuring no larger than ten (10) square inches are permitted.

Maintenance of the signs, stickers and decals is the responsibility of the Owner. Signs in poor repair, not securely placed in the ground and/or installed in unapproved locations will be removed by the Association.

### **STREETS AND SIDEWALKS**

All streets and parking areas within the boundaries of the Esprit are private. The maximum speed limit is 15 m.p.h. No motorcycle, motorbike, moped or similar vehicle may be ridden except for ingress or egress.

Vehicles entering the Esprit must not have excessive noise coming from their engines or sound systems.

Under no circumstances shall vehicles be used as living quarters.

No skateboards, skates, or off-street vehicles shall be permitted on the streets or sidewalks within the perimeter of the Esprit.

### **TENNIS COURTS**

Tennis court hours are from 8:00 a.m. to 10:00 p.m. daily.

Tennis shoes must be worn in the tennis court. Black-soled shoes are not permitted.

The tennis courts are not to be used as a playground, dog park, or for any other non-tennis activity. No skateboarding, rollerblading, bicycle riding, hockey, roller skating, scooter riding, or similar activity is permitted. No pets are permitted inside the tennis court gates, or on the courts.

Tennis court gates must be closed at all times.

No glass or breakable containers are permitted. No food is permitted on the tennis courts, or in the tennis court area.

Children under eleven (11) years of age are not permitted within the perimeters of the tennis court areas, or on a tennis court, unless accompanied by and under the direct supervision of, an adult eighteen (18) years of age or older.

Amplified sound from radios, televisions, and other portable devices are **not permitted** in and around tennis court areas.

Jumping the net, or sitting or hanging on the net, is not permitted.

### **TRASH AND RECYCLING**

Trash and recyclable materials must be placed in the appropriate receptacles. Do not leave trash or recyclables outside of any receptacle. **Every effort must be made to place all materials that are recyclable in the appropriate bin.** Do not use patio and/or front door areas to store trash or recyclable materials.

### **MISCELLANEOUS**

Playing of any sports (other than tennis played in the tennis courts and swimming in the pools), jogging, skateboarding, rollerblading, and bike riding are forbidden anywhere on property.