

RULES & REGULATIONS

CANYON SOUTH HOMES HOMEOWNER ASSOCIATION NO. 1

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, 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 12956.2 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.

Canyon South I
Pet Rule
Adopted 11/9/23

I. PETS

The Association realizes that many residents have pets. Rules are necessary to ensure that pets maintained on the property do not impose a nuisance or burden on other residents and guests. Unit owners may keep no more than two small domestic animals in their unit. The term "small domestic animal" is defined as a dog, a cat, hamster, gerbil, and bird of a type that is normally kept in a home. Unit owners may not keep any other animals in their units without the prior written authorization of the Board. Each owner shall be liable to each and every other owner, their families, tenants, and guests for damages or injuries caused by any animals brought into or kept in the community by an owner, by members of the owner's family, or by the owner's guests, tenants or invitees.

Dogs may be walked within the community provided the dog is securely restrained by a substantial leash not exceeding six feet in length and is in charge and control of a person competent to keep such dog under effective control (per Palm Springs Municipal Code Chapter 10.28, Section 010 "Dogs running at large.") Pet owners will be responsible for any damage done to the property for failure to follow the rules. It is the pet owner's responsibility to clean up after their pet to keep our community well maintained and beautiful. To keep pet waste off our grass, owners are encouraged to use the desertscapes near the streets and the back west end of property as "rest areas."

Canyon South 1 Homeowners Association

Solar Energy Installation Rules

Purpose:

The Association is responsible for the maintenance of all roofs within the development. This document outlines the rules and procedures for homeowners (Owner or Owners) who wish to install and maintain solar energy systems within the Canyon South 1 Homeowners Association (HOA) community in compliance with California law.

The Association's Restated Declaration for Establishment of Covenants, Conditions and Restrictions ("Declaration"), Article VII Architectural Control, Section 3 requires prior, written approval of any proposed improvements or modifications within the community. This includes installation of solar energy systems.

Rules:

All residents of Canyon South 1 HOA have the right to install solar energy systems on their roofs or property, subject to the provisions of this rule and California law.

Solar energy systems must be installed by a licensed, insured installer, in accordance with relevant state and local codes, including obtaining building permits and inspections as required by law. Owner self-installation of solar panels is not permitted.

The solar energy system must be installed on the flat roof area above the unit for which it is intended to service. The solar panels must not be visible from the street and may not extend beyond the roofline and/or overhang any portion of the roof or residence. Solar energy systems may not be installed on the Lot of any other Owner.

The Owner shall notify all the other owners that share a roof that the Owner will install the solar system. The Owner shall notify any future owner of their Lot of the existence of the solar energy system and the maintenance obligations.

The solar panels and associated equipment must be aesthetically compatible with the design and color scheme of the residence. The location of the solar panels should be reviewed by the HOA's Architectural Control Committee to maintain consistency with the community's design standards.

The Owner is responsible for ensuring that the solar energy system does not cause any damage to the property or neighboring properties. The homeowners must also assume liability for any damage caused by the solar energy system to the property and neighboring properties.

The Owner is financially responsible for the repair or replacement of any sections of the roof, or other Common Area, Separate Interest, or personal property damaged by either the installation, operation or use of the solar energy system. The Association is not responsible for any damage to any roof area affected by the installation of the solar panels.

The installation must be engineered so that the structural integrity of the existing structure and existing roof are maintained. Existing trees and other obstructions that may interfere with efficiency of the solar Installation cannot be removed without the written approval of the Board.

All solar panel electrical feeds and storage are to be in conduits securely attached to walls/roof. Conduits are to be painted the color of walls/trim that they cross. Battery/power storage units are to be located within the inside walls of the Owner's garage.

Owner recognizes and acknowledges that installation of solar panels will penetrate the roofing material.

The construction, installation, repair and maintenance of the solar energy system shall be the sole and exclusive responsibility of Owner, not the Association, and shall include, but not be limited to:

- a. Any and all other maintenance, repairs and cleaning, repair of any damage to the solar energy system caused by a foreign object including, but not limited to, tree limbs, wind, weather and/or any cause whatsoever.
- b. Costs for the maintenance, repair, and replacement of solar energy system until it has been removed and for the restoration of the Common Area, Separate Interests or personal property after removal. This shall include the removal so that the Association can perform roof maintenance and repairs. If maintenance is not facilitated within fifteen (15) days of a written demand to facilitate same, Owner agrees to permit the Association to effect such maintenance and thereafter levy the costs for same to Owner. In the event such costs are not reimbursed to the Association by Owner, Owner hereby agrees that such costs may be collected in the same manner and method as reimbursement assessment.

To the extent the Association has to maintain, repair and/or replace any portion of the roof system where the solar energy system is located and/or in close proximity thereto, Owner shall be responsible for removal and reinstallation of the solar energy system to facilitate such maintenance, repair and/or replacement of the roof system. If the Owner does not remove the solar energy system, the Association can do so upon fifteen (15) days' notice to Owner and Owner shall be responsible for any costs incurred by the Association. In no event shall the Association be responsible for replacing the solar energy system after the Association's maintenance, repair and/or replacement is completed.

Owner agrees to sign a Maintenance and Indemnity Agreement prepared by the Association's attorney at the Owner's cost.

Owner agrees to hold insurance and insure the Association as additional insured as required by California Civil Code.

After the installation of the solar panels, owner agrees to pay for an inspection by the Association's roofing contractor and to furnish that report to the Association.

Any additional expense for the roofing of the unit due to the solar panel installation is the owner's cost to bear.

If Owner leases the solar panels, at termination of lease (or a successor lease), panels are to be removed and properly disposed of, and roof restored at sole expense of Owner.

If panels cease to be used, panels and parapet are to be removed and properly disposed of, and roof restored at sole expense of Owner.

The covenants, conditions, and restrictions (CC&Rs) of the HOA shall be amended where necessary to comply with California law, including but not limited to Civil Code Section 714 and Section 714.1.

Procedures:

The Owner must apply to the Architectural Control Committee for review and approval prior to signing a contract for a solar energy system. The application must include the following:

- Detailed drawings and exact placement of the solar energy system and all panels (including panel size, weights and a clearly detailed drawing of all mounting/installation hardware). Photographs may be submitted showing location of proposed solar energy system and its visibility from the neighboring residences, Common Areas, and streets.
- Electrical plans demonstrating that the solar energy system shall meet all applicable safety and performance standards established by California Electrical Code.
- Structural assessment and plans containing:
 - Structural assessment of existing structure by California Professionally Licensed Engineer.
 - Specific plan detailing whether existing structure requires modification(s) to carry the loads of the panels.
 - IF modifications are required, engineered, detailed drawings shall be submitted to both the HOA Board and the City of Palm Springs for review and building permit.
 - Any necessary structural modifications/enhancements are to be the sole cost of the homeowner.

- Wind loads should also be considered in this review.
- Provide specific dimensions and weight of each panel and total point and live loads for each support assembly.
- Detailed written instructions about how the panels are to be installed.
- Engineering Report must be signed, stamped, and dated by California Licensed Professional Engineer.
- Evidence of compliance with all relevant building codes and regulations.
- Evidence that the neighbors that share the roof system have been notified of the installation.

The Architectural Control Committee will review the application within 45 days of receipt to ensure compliance with the CC&Rs and design standards.

If the application is approved, the Owner may proceed with the installation of the solar energy system in accordance with the approved plans. Owner will be responsible for written notice to adjoining and facing neighbors about the installation and the project.

If the application is denied or modifications are required, the Owner shall be notified of the reason for the denial or modifications and provided an opportunity to modify the application for resubmission.

Conclusion:

This rule ensures that residents of Canyon South 1 HOA have the right to install solar energy systems, subject to compliance with relevant laws and HOA requirements. The procedures provide a process for the review and approval of solar energy system applications, while maintaining the integrity of the community's design standards and property values.

CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1 RULES AND REGULATIONS

Canyon South 1 was designed and developed to serve as the primary and secondary residences for many of its owners. As in any society, common rules of courtesy must be observed in order that the common good of all of the residents is served. The following are the Rules and Regulations which have been adopted by the Board of Directors of the Association (the "Board") to establish the standards of reasonable conduct for the owners of units in Canyon South 1 and their guests and lessees. These Rules and Regulations are intended to be subject to change by the Board from time to time to provide for the needs of a majority of the unit owners. If any owner has any suggestions for changes to these Rules and Regulations, please bring them to the attention of the Board in writing.

Each unit owner is responsible for ensuring that the members of his or her family, guests and lessees are aware of these Rules and Regulations and comply with them.

I. IMPORTANT PHONE NUMBERS

Fire Department	911
Police Department	911
Paramedics	911
Gas Company	1-800-427-2200
Electric Company	1-800-684-8123
Telephone Company	1-800-483-4000
PSDS (Trash)	760-327-1351
MOTUS Earthquake Insurance	1-833-668-8746

II. INSURANCE

The Association maintains fire and casualty insurance coverage for all buildings and other common areas, and general liability coverage for the Association. The management company will provide you with timely specific data upon your request. You should arrange for fire and casualty insurance coverage of the interior of your unit and your personal effects, liability coverage, and earthquake coverage, if you desire it.

III. AIR CONDITIONING, HEATING, PLUMBING, ELECTRICAL

The Association does not provide any maintenance services inside your Unit. Maintenance is an owner's responsibility and calling the Association only delays reaching someone who can solve your problem. A number of valley Heating & Air conditioning companies have experience in servicing this community.

If you are an absentee owner, you can arrange for a friend or neighbor to run water in your sinks and flush the toilets to keep water in the traps. However, we strongly recommend that your main water valve be shut off during long absences from your home to prevent flooding from a burst pipe.

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The Association does not provide any maintenance services in connection with a unit owner's heating and air-conditioning unit on the roof of the unit. Repair and replacement of the heating and air-conditioning unit is the unit owner's responsibility, and the unit owner is also responsible for any damage caused to the roof of the unit, and the roof of any adjoining unit, directly or indirectly caused during the repair or replacement of the heating and air-conditioning unit.

When installing new air conditioners, unit owners must adhere to the following requirements:

1. Notify in writing/email within 14 calendar days the Association's management company, PersonalizedProperty Management (PPM) to: jtidwell@ppminternet.com, that you will be installing a new air conditioner. You must also provide PPM a copy of the Building Permit issued by the City of Palm Springs prior to the start of the installation. Please also copy the HOA president on the email at HOA@canyonsouth1.com.
2. All Labor and material costs associated with purchase and installation of new air conditioners are the unit owner's responsibility. This includes the rebuilding or replacement of the air conditioner platform, and platform cap, and the restoration of the roofing and foam to the condition existing prior to replacement.
3. Any violation of this Rule may result in the Board of Directors requiring the unit owner to re-install an improperly installed air conditioner, or the Board of Directors having the improperly installed air conditioner, re-installed at the unit owner's expense.
4. Unit owners may work with a vendor of their choice as long as they are fullyinsured and adhere to the Canyon South I A/C policy.
5. All roofing work must be done by a board designated representative. Your air conditioner installer must coordinate its work schedule with the roofing contractor since both companies must do their work on the same day to complete the project properly. The unit owner will be invoiced separately for all necessary work.PPM will provide you with the name and contact information of the roofing contractor.
6. The Board of Directors reserves the right to periodically inspect the work during and after completion of the installation of a new air conditioner. It is highly recommended that unit owners hold off final payment to their contractor until the City of Palm Springs has had an opportunity to inspect the work and issue its approval.
7. You may be required to have your unit's ducts tested for leaks as part of the installation of a new air conditioner. This inspection is required by the

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California Energy Commission and the City of Palm Springs. We suggest that you ask your installer to recommend a contractor to do the testing.

8. Upon completion of the installation, the unit owner is responsible for contacting the City of Palm Springs to inspect the air conditioner installation. The unit owner then must submit to the Association's Management Company the city's confirmation that the air conditioner is properly installed.

For those of you new to the desert, a note of caution is in order. If you plan to be away during the warm months, we suggest you leave your air conditioning on and the thermostat set at 90 or 95 degrees. Without some cooling, wood furniture can dry and split. The heat can also adversely affect many of your personal items, as well as installed upgrades.

IV. WINDOW/SPRINKLER OVERSPRAY

The Association will not be responsible for water over-spray and water entering your Unit through open windows. It is impossible to eliminate all sprinkler over-spray, especially when there is a breeze. White "film" on windows may be removed with a household de-scalar. Windows ARE NOT to be covered with newspaper, aluminum foil, sheets, reflective materials, or other materials not specifically intended as window treatments. Light film, such as used on automobile windows, is permitted.

V. OWNERS' MAINTENANCE RESPONSIBILITIES

The Association has no responsibility to repair or maintain the following:

- A. Heating and Air Conditioning units and condensate lines
- B. Any additions installed by the owner after original construction was completed, including, but not limited to the rain gutters and down spouts
- C. Glass windows, sliders, screens, and security doors
- D. Security systems
- E. Lights serviced by a unit's electrical meter, including lights on patios/decks
- F. All personal items
- G. Anything inside of the railing or wall of a unit's back patio, and inside the wall of a unit's entrance courtyard

VI. RESTRICTIONS ON USE AND OCCUPANCY OF UNITS

A. LEASING OF UNITS

Leasing of a unit by a unit owner is strictly limited by Article VIII of the First Restated Declaration of Covenants, Conditions and Restrictions for Canyon South Homes Homeowners Association No.1 (the "Declaration"). "Leasing" is broadly defined as the giving of the exclusive occupancy of a unit to a person other than

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the owner, for which the owner receives any consideration or benefit, such as a fee, service, gratuity or exchange.

Article VIII of the Declaration requires the following:

- The lease must be in writing
- The unit owner shall deliver a copy of any proposed lease to the Personalized Property Management (PPM) or email to: jtidwell@ppminternet.com, together with the name and residence address of the lessee
- The lease must be for 28 or more consecutive days
- The lease must contain the provisions required by Article VIII, Section 2(B) of the Declaration. The unit owner shall deliver a copy of each signed lease to the Board at least seven days prior to the lessee taking possession of the unit, together with the makes, models and license numbers of the lessee's vehicles
- A unit shall be leased only in its entirety; the lease of separate rooms is not permitted
- A unit shall not be leased for transient or hotel purposes (daily or weekly basis)
- PPM must be notified if the lessee intends to have any pets on the property
- A unit owner shall provide a copy of the HOA rules and regulations to a lessee

B. SIGNS

Owners are prohibited from posting on any part of the owner's unit, building, lot, automobile, pole, tree, or personal property any commercial signs, posters, flags, or banners of any kind which are subject to view by the public from outside the unit. Owners may post noncommercial signs, posters, flags, or banners on any part of the owner's unit, but not in the common area of Canyon South 1. Provided however, no sign or poster shall exceed nine (9) square feet, and no flag or banner shall exceed fifteen (15) square feet, nor contain any lights, nor contain any construction type materials. ONE SIGN (NOT MORE THAN 18 X 24 INCHES) may be placed adjacent to the front entrance patio wall of a unit to advertise the property FOR SALE OR RENT. Owners may place one other FOR SALE OR RENT sign in the common area near the street adjacent to the unit or at the entrance of a cul-de-sac, if the unit is located on one of the cul-de-sacs. The only information allowed on the sign will be FOR SALE/FOR RENT, name of agent or owner, address and phone number. All signs must be professionally made. HAND LETTERED SIGNS ARE NOT PERMITTED.

Owners may not install, erect, or maintain more than one "Security Sign" which provides that an individual unit utilizes a certain security service, without prior written permission of the Board of Directors. Notwithstanding the foregoing, a reasonable number of security emblems may be placed on the inside of the windows of a unit without permission of the Board.

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C. PLANTING

Residents may not plant or change the plantings in the common area without express written approval of the Board. Common area is the area beyond the rear patio slab and beyond the front patio wall of each unit. The common area is maintained by the Association's gardening staff under the direction of the Board. They are instructed to take direction only from the Board.

D. LANDSCAPE AND ARCHITECTURAL

Any unauthorized landscaping is subject to removal, and any expense incurred in removal will be charged to the responsible party.

No unauthorized changes to the architecture may be made without the prior approval of the Board. All requests to build, construct, alter, change, or redesign an existing structure or addition of a peripheral structure shall not be permitted without the written approval of the Board. Additions or changes to the screen doors, garage doors, and/or windows must be approved by the Board. Approval is also needed for installing any light fixtures to the exterior of any building.

Please fill out request form by going to <https://www.ppminternet.com/request-service>

E. PEST CONTROL

The Association has contracted for monthly pest control services in the common areas.

Interior service is available at a special rate per month, which is arranged for with the contractor by the unit owner, and paid for directly to the contractor by the unit owner. You must be home to receive interior service and call the contractor for an appointment. Contact PPM for more information on the interior service.

F. DAMAGE

Each unit owner is responsible for any damage to the common area caused by him or her, his or her family members, guests, or pets, or any lessees, tenants or other persons residing in the unit, and shall pay the cost of all repairs, loss, or replacement resulting from the damage. The Board may assess the unit owner for the costs of repairing damage to the common area. If the damage is caused by a guest or tenant, it will be the unit owner's responsibility to be reimbursed by his or her guest or tenant.

G. ROLLERBLADES, ROLLER-SKATES, SKATEBOARDS, BICYCLES, BALL PLAYING

Baseball, softball, or any other type of activity/sport which uses a ball or device capable of causing damage to automobiles or the common area is prohibited. This includes golf. SKATEBOARDING IS PROHIBITED. Rollerblading, roller-skating, and bicycle riding are permitted on the asphalt only. Such activity on the grass areas and pool areas is prohibited. Resurfacing pool decks is an expensive

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item, and they should be used only for the purpose intended. NO RAMPS of any kind are permitted, except that ramps which comply with ADA requirements are permitted with the prior approval of the Board.

H. GARAGE, YARD AND ESTATE SALES

No garage, yard or estate sales or similar activity shall be conducted within Canyon South 1, including the residence, garage, common area or outside of any building in Canyon South 1.

I. PETS

The Association realizes that many residents have pets. Rules are necessary to ensure that pets maintained on the property do not impose a nuisance or burden on other residents and guests. Unit owners may keep no more than two small domestic animals in their unit. The term “small domestic animal” is defined as a dog, a cat, hamster, gerbil, and bird of a type that is normally kept in a home. Unit owners may not keep any other animals in their units without the prior written authorization of the Board. If any pet creates a nuisance to other residents by barking or any other activity, the Board may disallow the occupancy of the pet on the Association property. Pets may be walked within the community but must be leashed at all times. Pet owners will be responsible for any damage done to the property for failure to follow the rules. It is the pet owner’s responsibility to clean up after their pet to keep our community well maintained and beautiful.

J. PATIOS

Patios must be kept free of unsightly items and cannot be used for storage. Patio type furniture, a barbeque and flower pots are permitted. Barbeques, gas grills and gas heaters may only be used on a part of the patio which does not have a roof due to potential fire hazards. Clothes lines or clothes racks are NOT PERMITTED. No drying of towels, clothes, or swimwear is permitted on railings. No curtains shall be hung around patios without the prior written authorization of the Board.

Holiday lights are permitted Thanksgiving weekend through January 30 only. Provided however, NO HOLIDAY lights or other objects are to be attached to the exterior wood, stucco or patio walls. MISTING SYSTEMS ARE PROHIBITED.

K. BOISTEROUS ACTIVITY

Boisterous activities that may annoy other residents are strictly forbidden.

L. TRASH & RECYCLE CARTS

The trash and recycle carts provided by Palm Springs Disposal (PSDS) must be kept within your front patio or garage, and not in the common area without the prior approval of the Board of Directors. Carts should be put on the curb on the night

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prior to or on the day of scheduled pick up and returned to your storage area after collection by PSDS.

M. GARAGE DOORS

Garage doors are the unit owner's responsibility. All garage doors must conform to the current standard of vinyl doors currently in use at Canyon South 1 (both style and color).

Brand:	Hildebrandt
Style:	Sectional door; short panel
Color:	Almond

Unit owners are required to keep garage doors in good working order and appearance. Since the doors are vinyl, painting of the door is not allowed since paint will not adhere properly to the surface and will flake off over time.

VII. VEHICLES, ROADWAYS AND PARKING

A. Double parking, parking in spaces not designated for parking, or parking in front of garage doors is not permitted.

B. Garage doors are to be kept closed except for ingress and egress and loading of packages.

C. No trucks over one (1) ton or commercial vehicles may be kept or stored on the property. Commercial vehicles include, but are not limited to, vehicles used primarily for commercial purposes (despite a business' authorization to allow the employee to drive the vehicle home or use same for personal use). No motor homes, RV's or travel trailers may be parked or stored on the property. A period of twenty-four (24) hours is allowed for the purpose of loading/unloading. Long term parking or storage of vehicles in the common area is not allowed. Disabled vehicles must be removed from the property. Failure to comply with these rules may result in your vehicle being TOWED. No vehicle repairs are permitted on the common area, except for emergency work. No boats or water craft may be stored on the common area.

D. All vehicles must be properly licensed and "road worthy." Any vehicle damaging the asphalt by leaking oil or other fluids, or other damage by any other means will be fined and the owner will be assessed to pay for the damage.

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F. The owners of a unit are allowed a maximum of two vehicles. Only one of the vehicles may be parked on the common area.

G. Car washing is permitted, but we ask that you use the water conservatively, as the water bill is one of our highest utility payments. Use only a hose with a nozzle that shuts off when not in use. **DO NOT HOSE DOWN DRIVEWAYS; IT IS A WASTE OF WATER.**

VIII. POOL AND SPA RULES

The pools are an important attraction for residents in our complex. Some folks use them as a place to socialize, but others retreat to the pools as a place for relaxation and solitude where they can enjoy the sun and get some quiet time.

It is important for both purposes to co-exist. With that in mind please be aware that conversations at the pool carry a long distance. Although you may be enjoying the conversation, your pool neighbor may not be so interested. Please be considerate of your neighbors; don't shout across the pool -- talk quietly. Cell phone conversations, whether at the pool or in a public restaurant, are never enjoyable to folks beside you. Please take long conversations away from the pool area.

Persons using the pools and spas are expected to be courteous to other users of the pools, spas and surrounding areas. The following is a list of partial guidelines governing the use of the Association's pools, spas and surrounding areas.

1. There are no lifeguards on duty. Persons using the pools and spas do so at their own risk. Children under the age of 14 years **MUST** be accompanied and supervised by an adult of at least 18 years of age. No babies in diapers are permitted in the pool. Pool and spa hours are 6:00 A.M. to 11:00 P.M. seven days a week. Persons using the pool and spa after hours are disturbing to other homeowners. Violators will be asked to leave.
2. NO pets are permitted in the pool area. This is against California health laws.
3. Proper attire must be worn at all times in the pool and common areas.
4. Pool furniture is owned and maintained by the Association. It is not to be abused or removed from the pool areas. Users of suntan oil or lotions must cover the furniture with a towel. Failure to do so results in the furniture burning. **WHEN LEAVING THE POOL AREA, PLEASE REPLACE THE CHAIRS AND LOUNGES TO THEIR ORIGINAL POSITIONS AND LOWER THE UNBRELLAS.**

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5. The following items are not allowed in the pool area at any time.
 1. Glass containers of any kind.
 2. Bicycles, roller blades or roller skates
 3. Loud music (use headphones)
 4. Animals of any kind
6. Lifesaving or safety equipment is NOT to be used as play items. DIVING, RUNNING, PLAYING BALL AND BOISTEROUS PLAY ARE PROHIBITED. Residents and guests are requested to maintain a conversational voice level and to refrain from using profane language. COMMON COURTESY IS THE RULE. Pool gates are to be closed at all times.
7. Food and drinks are permitted in the pool area but NOT in the spa or pool itself. Trash and litter must be disposed of in the containers provided. It is the responsibility of the users to maintain the areas in a litter free condition.
8. Owners of units are responsible for the conduct of their guests, tenants, and lessees.
9. Please shower before you enter the pool or spa
10. There is no smoking allowed at all pools & spas.

IX. BBQ AREA

DO NOT put any charcoal briquettes in the barbeque. Clean the barbeque after use, so it is ready for the next person. Please make sure the gas is turned off.

X. MISCELLANEOUS

Any activities or conditions which tend to endanger the health or safety of others or which tend to reduce the value of Canyon South # 1 property are prohibited.

Flowers/foilage is not to be cut from the common area.

Residential fire places are for gas logs. No paper, wood, trash, or other fuel, other than the natural gas should be ignited. With residents living with windows and doors open, the smell is extremely noxious.

Wood, paper or any combustible is not to be stored in the garages.

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No exterior wiring of any kind is permitted, except with the prior written approval of the Board.

XI. ENFORCEMENT OF RULES AND REGULATIONS

The Association, and any owner, has the right to enforce the Association's 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. Once a resident provides the Board a written complaint that a rule has been violated, the Board will investigate the allegation, and may take action against the offending resident, including, but not limited to, imposing a fine upon the unit owner in accordance with the following Fine Schedule, a special assessment as hereinafter provided, suspension of privileges, if appropriate, or instituting legal action.

However, nothing in this section obligates or requires the Board to take any action against an individual resident. The Board in making this decision will determine the costs and benefits of taking such action.

XII. COSTS INCURRED IN ENFORCING RULES AND REGULATIONS

Costs, including, but not limited to, court costs, reasonable attorney's fees, management fees, incurred in enforcing these Rules and Regulations shall be borne by the responsible unit owner. Non-payment of these costs of enforcement may result in a special assessment being levied against the unit owner and may be collected by what legal means are available.

FINE SCHEDULE

- 1. First Offense: Notice of violation and request to correct the violation**
- 2. Second Offense: \$200**
- 3. Third Offense: \$350**
- 4. Fourth and Subsequent Offenses: \$500**

The Exception to this fine schedule is only applied to unit owners who violate the leasing terms of their unit for short term rentals.

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Short-Term Rentals:

As the financial incentives of **short-term** renting **can** outweigh the cost of the general fine policy, short term rentals (less than 30 days) are subject to the following fine policy:

1. No friendly reminder will be provided; fine action may begin immediately.
2. First **Violation** fine is \$750
3. Second **Violation** fine is \$1,000
4. Third Violation fine is \$2,000
5. Fourth and continuing **Violations** will be assessed at \$2,500 per occurrence.

If a violation of any rule or regulation is a continuing violation, and the owner does not cease the violation within the time period set by the Board, the continuation of the violation can be treated by the Board as a second, third, or subsequent offense and assess additional fines in accordance with the above Fine Schedule.

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Rules and Regulations adopted by the Board of Directors of
Canyon South Homes Homeowners Association No. 1
On Approved by Board April 28, 2022

Canyon South I Architectural Guidelines

INTRODUCTION

One of the most important functions of the CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1 is the preservation of the architectural character and uniformity of the improvements on the Canyon South 1 Property. Article VII, Section 3 of the CC&R's provides that no building, fence, wall or other structure or improvement shall be constructed or maintained in the Complex, nor shall any exterior addition, change or alteration (including painting) be made in, on or to the Improvements, or any part thereof, including without limitation painting, repainting and landscaping and all improvements referred to in Article I, Section 19 of the CC & R's, until the plans and specifications, locating plat and color scheme showing the nature, shape, dimensions, materials and location of the same shall have been submitted to and approved by the Architectural Committee in writing as to the harmony of design and location in relation to surrounding improvements and topography.

Pursuant to the authority granted in Article VII, Section 1 of the CC & R's, the Board is acting as the Architectural Committee. The Board has created and appointed an Architectural Subcommittee. The charter creating the Architectural Subcommittee grants the Architectural Subcommittee restricted authority to act as an advisory body to the Board to recommend that it approve or disapprove plans proposed by unit owners. Final approval or disapproval of plans is reserved for the Board. The Board has the right to levy a special penalty assessment against any unit owner who fails to comply with these Guidelines, and/or an assessment to reimburse the Association for costs incurred in the repair of damage to common area caused by the unit owner.

The CC&R's authorize the Board to establish, amend and/or repeal Architectural Guidelines. Pursuant to that authority, the Board has adopted the following Architectural Guidelines to provide guidance to unit owners seeking alterations of the Improvements in the Complex, and to the Subcommittee in making its recommendations to the Board regarding requested alterations. The Guidelines are intended to be the single source of guidance for: (1) the interpretation and application of the architectural standards; (2) the processing of homeowner requests for making alterations to the Improvements; and (3) the application of the processes and procedures for monitoring compliance with the architectural standards, and the correcting of violations of the architectural standards.

DEFINITIONS

<u>Architectural Committee:</u>	The Board of Directors of the CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1.
<u>Architectural Subcommittee:</u>	The subcommittee appointed by the Board to make recommendations to the Board regarding the requested alterations to the Improvements and the interpretation of the Architectural Guidelines.
<u>Association:</u>	CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1.
<u>Board:</u>	The Board of Directors of the CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1.
<u>CC&R's:</u>	The Declaration of Covenants, Conditions and Restrictions applicable to the Complex.
<u>Complex:</u>	The Canyon South 1 Property, including the Improvements.
<u>Improvements:</u>	Includes, without limitation, all of the buildings, outbuildings, walkways, sprinkler pipes, irrigation systems, walls, patios, gates, lighting and lighting fixtures, fences, swimming pools, spas, recreation facilities, roads, driveways, parking areas, screening walls, retaining walls, landscaping, landscape structures, hedges, plantings, planted trees and shrubs, signs, ornamental lighting, drainage facilities, antennas, utility lines, and all other structures of any kind located in the Complex. (Source: CC&R's Article 1, Section 19)
<u>PPM:</u>	Personalized Property Management Company.

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Architecture

Canyon South I is a planned development Complex established in the 1970's that has distinctive architectural elements of that design period. In an effort to maintain the architecture and preserve a consistent look throughout the Complex, we are all guided by the following criteria:

- Consistent color scheme for all architectural elements:
 - Buildings
 - Trim, front doors, entry doors & garage doors
 - Roof tiles & foam
 - Gates, walls and fencing
- Consistent gate and fencing design
 - Open iron ornamental front gate
 - Open iron ornamental rear patio gate and fencing
- Consistent light fixture design
 - Light on garage
 - Lighted unit numbers
 - Pole lighting along La Verne & Caliente and near pools
- Consistent door design
 - Front door
 - Washer/dryer entry door
 - Garage door
 - Screen doors
- Consistent walkways
 - Front path to units
 - Pathways throughout the Complex
- Consistent entry courtyard wall design
 - Style and size of blocks
 - Height – 4' 7"
- Consistent design/color of widows & sliding glass doors
 - Window in garage – must be gold (original color) or a clear glass that you cannot see through
 - Window beside front door – must be gold (original color) or clear glass or clear glass with a design/frosted
 - Kitchen window (three bedroom unit) – frame must be bronze and clear glass. Design can be a two panel vertical sliding window, a two panel horizontal casement window that opens on the top and bottom, or a single pane of glass
 - Large kitchen window (two bedroom unit) - frame must be bronze and clear glass. Design can be the original clear/frosted louvered window, two panel horizontal casement window that opens on the top and bottom, or a single pane of glass
 - Sliding glass doors – frame must be bronze & clear glass. Design can be either a two or three panel sliding glass door or a single pane of glass



Internal Architectural Changes

Internal changes to unit interiors other than replacing kitchen cabinets, vanities, sinks, toilets, counter tops, interior doors, interior lighting, floor finishes, wall finishes or ceiling finishes will require approval by the Architecture Committee. All structural changes will require approval and necessary building permits prior to any construction beginning.

- Moving washer & dryer from current location is prohibited

- Moving any plumbing fixtures or drains from current locations will require Architecture Committee approval
- Only the original skylights located in bathrooms of units are permitted. Skylights and light tubes are prohibited from being installed in any location with the unit.

Garage Doors

Garage doors are the unit owner's responsibility. All garage doors must conform to the current standard of vinyl doors currently in use at Canyon South 1 (both style and color).

Brand: Hildebrandt
Style: Sectional door; short panel
Color: Almond



Unit owners are required to keep garage doors in good working order and appearance. Since the doors are vinyl, painting of the door is not allowed since paint will not adhere properly to the surface and will flake off over time.

Satellite Dishes

A satellite dish may be attached to a unit wall accessible from the roof above the unit with the following restrictions:

- The unit owner must notify the management company of intended installation
- The satellite dish must be smallest (in size) offered by the cable company and cannot be in view from ground level
- All cables MUST be run directly into the unit and through the walls to the intended destination(s).
- Under no circumstances may the satellite dish be mounted to the roof or any cables breach the roof of a unit
- The unit owner is responsible for any damage done to walls or roof during or following installation

Cables and Wiring

Cables cannot be run or exposed on the exterior of any unit or across or through roofing in any manner. All cables and wiring must be run through interior walls.

Air Conditioning

The Association does not provide any maintenance services in connection with a unit owner's heating and air-conditioning unit on the roof of the unit. Repair and replacement of the heating and air-conditioning unit is the unit owner's responsibility, and the unit owner is also responsible for any damage caused to the roof of the unit, and the roof of any adjoining unit, directly or indirectly caused during the repair or replacement of the heating and air-conditioning unit.

When installing new air conditioners, unit owners must adhere to the following requirements:

1. Notify in writing/email the Association's management company, Personalized Property Management (PPM), that you will be installing a new air conditioner. You must also provide PPM a copy of the Building Permit issued by the City of Palm Springs prior to the start of the installation.
2. All Labor and material costs associated with purchase and installation of new air conditioners are the unit owner's responsibility. This includes the rebuilding or replacement of the air conditioner platform, and platform cap, and the restoration of the roofing and foam to the condition existing prior to replacement.
3. Any violation of this Rule may result in the Board of Directors requiring the unit owner to re-install an improperly installed air conditioner, or the Board of Directors having the improperly installed air conditioner, re-installed at the unit owner's expense.

4. Unit owners may contact a vendor of their choice as long as they are fully insured and adhere to the Canyon South I A/C policy.
5. All roofing work must be done by a board designated representative. Your air conditioner installer must coordinate its work schedule with the roofing contractor since both companies must do their work on the same day to complete the project properly. The unit owner will be invoiced separately for all necessary work.
6. The Board of Directors reserves the right to periodically inspect the work during and after completion of the installation of a new air conditioner. It is highly recommended that unit owners hold off final payment to their contractor until the City of Palm Springs has had an opportunity to inspect the work and issue its approval.
7. You may be required to have your unit's ducts tested for leaks as part of the installation of a new air conditioner. This inspection is required by the California Energy Commission and the City of Palm Springs. We suggest that you ask your installer to recommend a contractor to do the testing.
8. Upon completion of the installation, the unit owner is responsible for contacting the City of Palm Springs to inspect the air conditioner installation. The unit owner then must submit to the Association's Management Company the city's confirmation that the air conditioner is properly installed.

For those of you new to the desert, a note of caution is in order. If you plan to be away during the warm months, we suggest you leave your air conditioning on and the thermostat set at 90 or 95 degrees. Without some cooling, wood furniture can dry and split. The heat can also adversely affect many of your personal items, as well as installed upgrades.

Security Bars

Security bars are not permitted to be installed on the exterior of windows, sliding glass doors or around the exterior of the rear patio.

Aesthetics

Canyon South I is a low density planned development Complex located on 9+ acres of land and includes extensive walkways throughout the Complex in addition to three pools & and three spas. As a result, all units are visible from both the front and the back from many vantage points throughout the Complex with the exception of units which are adjacent to the wall that runs along the south boundary of the Complex.

Therefore it is important to establish a consistent look throughout the Complex regardless of the physical location of units and amenities.

Buildings & Infrastructure

- All entry courtyards and rear patios should have a consistent design/look throughout the Complex. Gates, fencing and wall enclosures should have the same design throughout the Complex with the following exceptions:
 - Unit owners can select from a palette of plants and hedges to be planted in front of their front patio wall. Hedges planted either inside or outside the entry courtyard cannot exceed a height of seven feet. Privacy hedges of ficus, pyracantha or similar approved hedges can be planted on the rear patio inside the planes of the exterior surfaces of the corner post on end units and the exterior surfaces of the rear walls of the interior units. The height cannot exceed twelve inches below the ceiling height.
- Green barriers have been added where necessary to block views of required equipment and infrastructure for pools.
- Parking areas have been shielded from green space by green barriers where practical.



Landscaping

Landscaping is a major component of the appearance and beauty in the Complex. Extensive lawns, trees, shrubbery & plantings have been maintained throughout the green space of the Complex to enhance the look of the Complex. In addition, desertscapes will be gradually introduced into parts of the Complex because we are located in a desert and are receiving continuing pressures from water agencies in the valley.

Lawn

Almost all open spaces in the Complex are covered with lawn which is one of the unique features of Canyon South I. As is customary of most communities in the desert a winter grass is planted in October which lasts until late spring. The summer variety of grass grows back naturally as we approach the summer months. This is a significant undertaking each year but provides the Complex with green grass year-round. The green area planning is driven by the following:

- With the rising concern about water consumption by desert water agencies, in addition to the annual cost, it is prudent to begin to think about ways to conserve water before we are forced to do so by the City of Palm Springs.
- Increasing concern regarding the effect of water on the stucco of all units. This problem exists because the lawn and plantings around the Complex abut stucco walls. Ideally all sprinklers should be located approximately 18" away from units spraying away from the buildings.
- Overspray by the sprinkler system on the asphalt has caused degradation of parking and driveway asphalt.

As a result, ways to creatively reduce some green areas in an intelligent manner to deal with these issues while maintaining large areas of lawn throughout the Complex are being explored.

Trees

Canyon South I has a great collection of trees throughout the Complex. This is one of the key features that enhance the Complex. Programs are in place to maintain our existing tree coverage throughout the Complex, and maintain the great variety of trees.

- Trees will be replaced with like trees when diseased or at the end of their useful life with the following exceptions:
 - Trees located too close to a wall, foundation or pipes
 - Types of trees that are deemed not appropriate for the location

Color

With all of the greenery in the Complex we believe that it is important to have areas of color to complete the aesthetics at Canyon South I. We have programs which are designed to address entryways into the Complex, pools, planting beds and the remainder of the common area.

Individualism

As a Complex of 68 unit owners, homeowners should be able to individualize the look of the interiors of their entry courtyards and rear patios. Individualization must take into consideration the fact that unit owners must live with neighbors' choices. Also, we need to consider how modifications may expose or impinge upon structures (stucco & wood) in a negative way which may accelerate the deterioration of those elements.

Customization of units is limited to the interiors of entry courtyard and rear patio and not the common area. The entry courtyard is defined by the area located inside the front wall(s). The rear patio is defined by the planes of the exterior surfaces of the corner post on end units and the exterior surfaces of the rear walls of the interior units.

Common areas cannot be altered without prior approval of the Board.

Common Area in Front of Units

The Board permits the alteration in front of or along the side of the unit to a *desertscape* if requested in writing. The Landscape Committee has created a palette of permissible plants and landscaping rocks. Requests to alter the common area are to be requested in writing with an accompanying schematic plan submitted to the Architecture Committee as provided in page 11 of these Guidelines. Approval must be received before any changes are made.

The addition of seasonal plants within the existing landscape is permitted if requested in writing and approved by the Landscape Committee. Plants must be consistent with common area plantings.

The cost of such approved alterations will be paid by the requesting unit owner.

The Do's & Don'ts Regarding Entry Courtyards and Rear Patios

- The light fixture above the front door cannot be altered in any way and must have a white light. The light fixtures in the entry courtyard can only be changed if approved by the Architectural Committee. All lights must emit a white light with the exception of the original light fixture in the complex which had a gold colored globe.
- The installation of additional lights must be approved by the Architecture Committee.
- Spot lights are permitted for security and evening use in entry courtyards and patios but must be approved by the Architecture Committee prior to installation. Lights are not permitted to be mounted on the wooden fascia board in the entry courtyard. Lights must not interfere with neighbors enjoyment of their property (for example – lights left on all night shining in the direction of neighbors window)
- Plantings in the entry courtyard and rear patio are at a unit owner's discretion. However no planting can be installed that will compromise the integrity of any building, wall or structure. It is the unit owner's responsibility to:
 - Keep plantings trimmed and away from stucco. Plant heights may not exceed seven feet
 - Vines of any type that may interfere with the building envelope or walls are not permitted.
 - Only drip irrigation systems may be installed.
- Trees are not permitted to be planted in the entry courtyard or rear patio due to conflict with underground utilities and potential damage to stucco walls, perimeter wall or patio floor. Existing trees as of the date of this document must be maintained by the unit owner year-round. Dying or decayed trees may not be replaced.
 - The height cannot exceed twelve feet without the approval of the Landscape Committee.
 - Branches of trees must be trimmed a minimum of twelve inches from all stucco and wooden fascia boards.
 - All fruit must be removed from trees. Fruit must be removed from the ground weekly so animals will not be attracted.

- Lawn furniture is allowed on both the entry courtyard and rear patio. Umbrellas of any color are allowed on the entry courtyard and rear patio, but must be maintained in good condition and repair. Damaged umbrellas must be removed. Umbrellas must be taken/closed down when unit owners are not present in the unit, due to the possibility of high winds.
- Awnings, roll shades or curtains of any kind are not permitted in the front courtyard or rear patio.
- Trellises are not allowed on rear patios.
- Decorations can be attached to stucco walls only and must be fastened in a manner which will not damage the stucco, and the stucco must be repaired when removed. Decorations that can be viewed from outside the front courtyard or patio should not be of commercial, political or religious nature.
 - Lighted decorations are not permitted (other than permitted holiday decorations. See Rules & Regulations)
- Decorations are not permitted in common areas outside of the patios.
- Nothing can be hung from stucco ceilings in the entry courtyard or rear patio due to the nature of the construction of the ceilings. Anything attached to the stucco ceiling is pulling down the ceiling itself and will likely begin to breakdown or pull down the ceiling.
- Only flags in good condition and repair may be hung within Canyon South I.
- Grills may only be used on the entry courtyard but must not be located under the roof overhang when in use, due to fire restrictions. Fire pits may only be used in the entry courtyards of three bedroom units but must not be located under the roof overhang when in use, due to fire restrictions.
- Space heaters may only be used in the entry courtyard and must not be located under the roof overhang when in use, due to fire restrictions.
- Ceiling fans may be installed in existing light fixtures on rear patios. Hanging fans may not be installed from the roof overhang in the entry courtyard.
- Spa's and hot tubs are not allowed in the entry courtyard or rear patio

Privacy

One of the great appeals of Canyon South I is the low density of the Complex and the openness of the design of units that allows maximum light with many floor to ceiling sliders. In addition, the entry courtyards on all units are designed for outdoor living featuring a light and airy environment enclosed by a 4' 7" foot block wall with an ornamental iron gate. The rear patio is completely open with a covered ceiling and in most cases a 3 foot ornamental iron/metal fence and gate.

To increase privacy Canyon South I has added "green" or natural barriers in certain areas where it was deemed necessary to increase privacy on the main streets (La Verne & Caliente) as well as along parking areas to maintain the green and welcoming design of the Complex. Units which are located directly on La Verne Way and Caliente Drive have privacy hedges which are installed starting from each driveway entrance and continuing around the parking area. In addition, privacy hedges have been installed between clusters along La Verne and Caliente Drive to block views of passers-by and discourage people from cutting through the Complex.

We encourage those unit owners who choose to have more privacy due to the open design of the Complex to do so at the unit owner's expense. This includes the purchase, regular maintenance, non-recurring maintenance and future replacement of plants and hedges.

- Request barriers from an approved palette of plants and hedges to create a consistent look throughout the Complex. These privacy shields are allowed:
 - In front of sliding glass doors located on each end of the clusters for three bedroom units.
 - Along entry courtyard walls with a height not to exceed seven feet.
 - Around the rear patio within the planes of the exterior surfaces of the corner post on end units and the exterior surfaces of the rear walls of the interior units.
- Add interior blinds, louvers or drapery on sliding glass doors and windows where desired. Exterior window coverings are prohibited.

Architectural Variance Application Procedure

Requests by unit owners for authority to construct an improvement or alter any existing improvement or use or alter any part of the common area shall be submitted to Board. The Request Form and all ancillary documents shall be emailed to Jennie at jtiddwell@ppmineternet.com electronic form, or mailed to her by regular mail:

Personalized Property Management Company (PPM)
68-950 Adelina Road
Cathedral City, CA 92234

To the attention of: Jennie Tidwell
Community Manager

All requests must be made on the Association's standard request forms (see exhibit A), which can be obtained from PPM. Electronic copies of the Request Form are available from David Schuknecht upon request. The unit owner shall submit the request and supporting documents. The request shall include a detailed description and schematic plan describing requested work with sufficient clarity and completeness to permit the Architectural Subcommittee and Board members to understand the change being requested. The unit owner must submit such other documentation as the Architectural Subcommittee and Board might reasonably require to rule on the request.

The Architectural Subcommittee and Board may refuse to accept incomplete submittals. Incomplete submittals will be returned to the unit owners along with a list of the deficiencies. The Architectural Subcommittee and Board may proceed with the review, but withhold formal approval until a complete request package is submitted.

Promptly upon receipt, the Community Manager will email the request to the members of the Architectural Subcommittee and the members of the Board.

Within fifteen days of the receipt of the request by the Community Manager, the Architectural Subcommittee shall hold a meeting, and by majority vote of the members in attendance, recommend the approval or disapproval of the request. The recommendation shall be promptly delivered to the Board. Within thirty five days of the receipt of the request by the Community Manager, the Board shall hold a hearing on the request and either approve or disapprove the request.

The Association reserves the right to consult with experts before rendering a decision on a request, if the Board deems it necessary. The Board may require the unit owner to reimburse the Association for any fees charged.

If the request will require the use of the common area for purposes of transporting labor and materials, or for the temporary storage of materials for the work, the unit owner shall obtain written permission from the Board. All common area improvements damaged as a result of use thereof by the unit owner or his or her contractors must be repaired to the satisfaction of the Board, at the unit owner's expense.

All decisions by the Architectural Subcommittee and the Board shall be guided by the Architectural Guidelines adopted by the Board pursuant to the authority granted it in Article VII, Section 5 of the CC&Rs, and then in effect.

Canyon South Homes Homeowners Association No. 1

Request for Architectural Variance Approval

PLEASE COMPLETE FORM & RETURN TO:

Personalized Property Management
68950 Adelina Road
Cathedral City, CA 92324
Attn: Jennie Tidwell
jtiddwell@PPMinternet.com
(760) 325-9500
(760) 325-9300 fax

Homeowner _____ Date _____

Property Address _____

Contact Information - Phone/Email _____

Description of Variance – Please include size, color, location, materials, species, as applicable,
and attach additional sheets, if necessary:

Drawings, plot plan, rendering, cross section attached: Yes _____ No _____

Notes _____

ARCHITECTURAL SUBCOMMITTEE REVIEW

APPROVED _____ DISAPPROVED _____ DATE _____

Conditions for Approval or Reasons for Disapproval:

Signatures _____ and _____

Collection Policy

CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1

**SUMMARY OF POLICIES AND PROCEDURES OF LIEN RIGHTS AND
OTHER LEGAL REMEDIES FOR DEFAULT IN PAYMENT OF ASSESSMENTS**

- 1. Regular and Special Assessments.** Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments shall be due and payable on the due date specified by the Board.
- 2. Late Charges.** Regular and special assessments are delinquent fifteen (15) days after they become due. A late charge of ten percent (10%) of the assessment or ten dollars (\$10.00), whichever is greater, will be applied if payment in full of any assessment is not received fifteen (15) days after the payment is due.
- 3. Interest.** Interest at the annual rate of twelve percent (12%) may be charged on all sums due that are thirty (30) or more days delinquent.
- 4. Additional Charges, Costs and Attorneys Fees.** Pursuant to *Civil Code* § 5650(b) the Association is entitled to recover reasonable collection costs, including reasonable attorney's fees, incurred in connection with collection of delinquent assessments. Costs may include, but are not limited to, publication, recording, posting, service and mailing.
- 5. Application of Payments on Delinquent Assessments.** Payments received on delinquent assessment accounts will be applied first to the regular or special assessments owed, and then applied to interest, late charges, collection costs, administration fees, attorney's fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquent assessments.
- 6. Pay or Lien Letter.** Any Owner who is more than thirty (30) days delinquent in the payment of his or her assessments may be referred to the Association's management company or the Association's attorney for collection and will receive a pay-or-lien demand letter, via certified mail. The letter will be sent at least thirty (30) days prior to a Notice of Delinquent Assessment Lien ("Lien") being recorded against the delinquent Owner's property, and will notify the Owner of record in writing of the following pursuant to *Civil Code* § 5660(a)-(f):

 - (a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;
 - (b) An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorneys fees, late charges and interest charges, if any;
 - (c) The Owner's right to inspect the Association's records to verify the debt;
 - (d) The Owner's right to request a meeting with the Board of Directors, as set forth below;
 - (e) That the Owner will not be liable for late charges, interest and costs of collection if it is determined that the assessment was paid on time to the association.
 - (f) The Owner's right to dispute the debt by submitting a written request for dispute resolution to the Association pursuant to its meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* § 5910;
 - (g) The Owner's right to request Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code* § 5935 before the association may initiate foreclosure against the Owner;

7. Owner's Dispute of Debt/Request For Meeting With Board Prior to Lien/Commencement of Small Claims Lawsuit. Pursuant to *Civil Code* § 5660 (a)-(f) and *Civil Code* § 5658, the Owner has the following rights:

(a) **Meet and Confer.** Prior to recording a lien, the Association shall offer and, if so requested by the Owner, to participate in dispute resolution pursuant to the Association's meet and confer program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* § 5910;

(b) **Request to Meet With Board to Discuss Payment Plan.** The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in executive session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed no later than 15 days after the postmark of the pay or lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.

(c) **Payment Under Protest and Commencement of Small Claims Action.** In addition to pursuing dispute resolution pursuant to *Civil Code* § 5910, pursuant to *Civil Code* § 5658, the Owner may pay under protest the disputed amount and all other amounts levied, including any fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest, if any, and may thereafter commence an action in Small Claims Court provided the amount in dispute does not exceed the jurisdictional limits of that Court.

8. Lien/Notice of Delinquent Assessment. If the delinquent Owner does not bring their account current within thirty (30) days of the pay-or-lien demand Letter, and unless a dispute over such debt has been resolved or a payment plan has been entered into as set forth above, a Lien will be recorded against the Owner's property upon a majority of the Board voting to approve recording the Lien in an open meeting. The Board shall record the vote in the minutes of that meeting. Confidentiality shall be maintained by identifying the property by parcel number in those minutes. The President or other person designated by the Association, including the Association's managing agent or the Association's legal counsel, shall sign the Lien. The Lien shall include an itemized statement of the charges included in the amount of the Lien including the delinquent assessments and all other sum owed, such as late charges, costs and reasonable attorneys fees, a legal description of the property, the name of the record Owner, and the name and address of the trustee authorized to enforce the Lien by sale. A copy of the itemized statement of charges shall be recorded with the Lien.

A copy of such Lien will be mailed to the every person whose name is shown as an Owner of the separate interest in the Association's records within 10 days of the date the Lien is recorded. Upon receipt of a written request by an Owner (mailed in a manner indicating the Association has received the same such as by certified mail) identifying a secondary address to which the Owner wishes collection notices to be sent, the Association shall also send additional copies of any required collection notices to such secondary address. The Lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed. Reasonable collection costs incurred in connection with preparing and recording the Lien may be included in the amount of the Lien.

9. Dispute of Charges After Lien. Prior to initiating foreclosure for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, shall participate in the Association's "meet and confer" program (known as Internal Dispute Resolution or IDR) pursuant to *Civil Code* §5910, or Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code* § 5935. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner (binding arbitration not available if the Association pursues judicial foreclosure.)

10. Foreclosure. If the delinquent Owner does not bring their account current after the Lien has been recorded, and after the foregoing offers of dispute resolution have been presented, a majority of the Board may vote to initiate foreclosure on the Lien in an executive session meeting of the Board. The Board may

only authorize foreclosure on a Lien for those regular or special assessments which are of an amount equal to or exceeding one thousand eight hundred dollars (\$1,800) exclusive of late charges, fees, costs of collection, attorney's fees and interest, or which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the Board open to all members. Confidentiality shall be maintained by identifying the property by parcel number in those minutes.

The Board shall also vote to approve foreclosure on a Lien which vote shall occur at least thirty (30) days prior to any public sale of the Owner's separate interest property. The Board shall deliver notice of the decision to foreclose by personal service on the Owner or the Owner's legal representative, and by first class mail, postage pre-paid to non-occupant Owners at the most current address shown on the association's books. These limits do not apply to timeshares or assessments owed by developers.

Non-judicial foreclosure will then be commenced by the Association's law firm pursuant to the CC&Rs, and *Civil Code* §§ 5700(a), 5710(a), 5735, and 5710(c)(1)-(2) and 2924, *et seq.* as follows:

(a) "Initiate Foreclosure"-Notice of Default and Election to Sell ("NOD"). A Notice of Default and Election to Sell (NOD) will be recorded with the County Recorder's Office which puts the property into foreclosure. The Association cannot continue with the non-judicial foreclosure on the property for ninety (90) days from the date the NOD is recorded. The delinquent Owner is responsible for all fees and costs incurred to initiate foreclosure in addition to the delinquent assessments, late charges and interest.

(b) "Approve Foreclosure"- Notice of Sale (NOS). If the delinquency is not cured within ninety (90) days of the NOD being recorded, and upon receipt of approval and authorization of the action by the Board pursuant to a vote, the attorney will proceed by recording, publishing and posting a NOS. The delinquent Owner is responsible for all fees and costs incurred to prepare record, publish and post the NOS, in addition to the delinquent assessments, late charges and interest.

11. Payments After Lien. Owners shall not send any assessment payments to the Association once the matter has been turned over to the Attorney for collection; such payments shall only be accepted by the law firm. Any payments delivered to the collection agent shall be forwarded to the attorney's office; the attorney shall then release the lien if payment in full was made by the delinquent Owner.

12. Partial Payments. Owners may make partial payments without a written payment plan; provided, however, that any such partial payment shall:

- a. not stop any collection action;
- b. not invalidate any assessment lien already filed;
- c. not stop an already existing non-judicial foreclosure action;
- d. not obviate the obligation to pay all collection fees and costs inclusive of late charges, interest, management fees/bookkeeping fees, title charges, lien fees and costs, trustee's fees and / or attorney's fees; and
- e. further require (due to the additional bookkeeping and other administrative expenses incurred with a partial payment) that any Owner who submits a partial payment (without an approved payment plan) will incur an administrative expense for each partial payment tendered and received by, or on behalf of, the Association.

13. Redemption. An Owner may redeem the property foreclosed upon by the Association by paying all amounts due and owing within ninety (90) days of the date of the foreclosure sale.

14. Lawsuit. The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorneys fee in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent Owner.

15. Release of Liens Upon Payment. Within twenty-one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a Lien previously recorded was recorded in error, the attorney will prepare a Release of Lien which will be recorded by the County Recorder's Office, and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

16. Payment Receipts/Overnight Payment Location. Owners can request a receipt from the Association which shall indicate the date of payment and the person who received it. Any request for a receipt of payment must be submitted directly to the Association's business address (separately from any actual payment). Overnight payment of assessments may be sent/delivered to the following address:

Canyon South Homes HOA NO. 1
c/o Personalized Property Management
Attn: Collections Dept.
68-950 Adelina Road
Cathedral City, CA 92234
(760) 325-9500

If Account is being handled by Attorney:
Guralnick & Associates
Attorneys At Law
40004 Cook Street, #3
Palm Desert, CA 92211
760-340-1515

Updated: August 2015
February 2016

CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO 1.

Professionally managed by



*Personalized
Property
Management*

68-950 Adelina Road
Cathedral City, CA 92234
Phone: (760) 325-9500
Fax: (760) 325-9300

Extract from California Civil Code section 5730 Notice Regarding Assessments and Foreclosure

NOTICE ASSESSMENTS AND FORECLOSURE

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure or without court action, often referred to as non-judicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or non-judicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or non-judicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 Part 5 of Division 4 of the Civil Code. When using judicial or non-judicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or non-judicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use non-judicial foreclosure to collect fines or penalties, except for costs to repair common areas damaged by a member or a member's guests, if the governing documents provide for this. (Sections 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) Chapter 8 of Part 5 Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS

When an owner makes a payment, he or she may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS

An owner of a separate interest that is not a time-share may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exist. (Section 5665 of the Civil Code)

The board of directors must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

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ALTERNATIVE DISPUTE RESOLUTION

Beginning January 1, 1994, California law provides that when the owner of a separate interest (a Homeowner) or the common interest development (CID)/association brings an action:

- a) solely for declaratory relief or injunction relief; or
- b) either of those in conjunction with a claim for monetary damages; (Other than Association Assessments, not to exceed \$5,000) relating to the enforcement of the governing documents of the association, they shall endeavor to submit the matter to alternative dispute resolution (ADR).

What this means, in general, is that in those prescribed types of disputes, before filing a lawsuit, an attempt must be made to settle. This must be done in a semi technical manner. The method of beginning the attempt at ADR is to serve on the opposing party a Request for Resolution. With certain exceptions, the law requires a certificate be filed with any civil action, certifying compliance with the above stated requirements.

Please be advised that the statement above is intended to be only the broadest of interpretations and merely to advise that such a law exists. There are a number of other factors involved, including attorney's fees; arbitration or mediation costs; and the results of not conforming to this law (*Civil Code § 5925 through 5965*).

The California legislature has also provided that each year your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

“Failure by any member of the association to comply with the pre-filing requirements of § 5930 of the *Civil Code* may result in the loss of your rights to sue the association or another member of the association regarding enforcement of the governing documents”.

As you can see, failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

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INTERNAL DISPUTE RESOLUTION PROCEDURE

The California Legislature has adopted new regulations codified in *Civil Code Sections 5900 through 5920*, which require Associations to adopt fair, reasonable and expeditious dispute resolution procedures, effective January 1, 2005. This is separate and apart from, and precedes, the formal ADR (Alternative Dispute Resolution) requirements set forth in *Civil Code Section 5925 through 5965*. The Association has adopted the following procedures as required under such law:

1. The Association or an Owner may invoke the procedures herein by submitting a request to the other to meet and confer in an effort to resolve any existing dispute. The request must be in writing.
2. An Owner may refuse a request to meet and confer made by the Association with the understanding that further enforcement action may be taken if the dispute is not resolved. The Association may not refuse a request by an Owner to meet and confer.
3. The Association's Board of Directors shall designate a Board member to meet and confer with an Owner.
4. The designated Board member and the Owner shall meet promptly at a mutually convenient time and place. The parties shall explain their positions to each other and attempt, in good faith to resolve the dispute.
5. Any resolution of the dispute agreed to by the parties shall be set forth in writing and signed by the Owner and the designated Board member on behalf of the Association.
6. An agreement reached under this procedure is binding on the Owner and the Association and is enforceable in court if both of the following conditions are met:
 - a. The agreement is not in conflict with law or the Association's governing documents.
 - b. The agreement is consistent with the authority granted by the Board of Director's to the designated Board member or is ratified by the Board.
7. Owners will not be charged a fee to participate in this process.

CANYON SOUTH HOMES HOMEOWNERS ASSOCIATION NO. 1

Election Rules

**Adopted in Accordance with Civil Code § 5100, et seq.
Adoption Date: March 24, 2020**

1. Access to Association media: If any candidate or member advocating a point of view is provided access to Association media, newsletters, or internet web sites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the Board of Directors, for purposes that are reasonably related to the election. The Association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the Association, is responsible for that content.
2. Access to common area meeting space: Any common area meeting space, if such space exists, may be accessed during a campaign, at no cost, by all candidates, including those who are not incumbents, and by all members advocating a point of view, including those not endorsed by the Board of Directors, for purposes reasonably related to the election.
3. Qualifications of candidates for the Board of Directors: In order to run for the Board of Directors, the individual must be a member of the Association. Additionally, in order to run for the Board of Directors, the individual must satisfy all of the following:
 - a) Subject to the requirements of the law or the governing documents, be either current in the payment of regular and special assessments, have paid all currently-due regular and special assessments under protest, or be in a payment plan to bring all regular and special assessments current.
 - b) Be the only member of his/her separate interest running for election to the Board of Directors and/or serving on the Board of Directors.
4. Procedures for nomination of candidates for the Board of Directors: Any member may nominate himself or herself as a candidate for the Board of Directors if that member is otherwise qualified by submitting a written statement to the Association nominating himself or herself at least thirty days prior to when the election materials are prepared for distribution to the members. The Association or the inspector of elections must provide notice to the members of the opportunity to self-nominate at least thirty days before the deadline for the receipt of the written statement containing the self-nomination. Nominations may also be made in accordance with the Association's Bylaws by a nominating committee or by a petition of the members.
5. Voting rights: All members as of the record date of the election are qualified to vote. A member may not be denied a ballot for any reason other than not being a member at the time when ballots are distributed. A person with a general power of attorney for a member may not be denied a ballot on behalf of that member, and the ballot of a person with a general power of attorney for a member must be counted on behalf of that member if returned in a timely manner.

6. Voting power: Each membership (defined as a single separate interest within the Association, regardless of the number of co-owners) is entitled to one vote. In the event more than one ballot is cast for a particular separate interest, the inspector(s) of election may count only one ballot, and the inspector(s) shall have the discretion to determine which ballot to count. There shall be no cumulative voting.
7. Voting period: The voting period for member elections shall commence when the ballot and any other election materials are distributed to the members of the Association and shall close at the election's member meeting at the time determined by the inspector(s) of elections. At least thirty days before an election, the inspector(s) of elections must deliver, or cause to be delivered, to each member the ballot or ballots and a copy of these Election Rules. These Election Rules may be delivered by either posting them to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here," or by individual delivery.
8. Candidate registration list and voter list: The Association or the inspector(s) of elections must retain, as association election materials (as defined in Civil Code section 5200), both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The association shall permit members to verify the accuracy of their individual information on both lists at least thirty (30) days before the ballots are distributed. The Association or member shall report any errors or omissions to either list to the inspector(s) of elections who shall make the corrections within two business days.
9. Validity of proxies: Proxies may be used only to the extent permitted by the Association's Bylaws and only in compliance with the requirements of the Bylaws. A proxy is only valid, and may only be counted, if it complies with the Bylaws and if: 1) it identifies a proxyholder authorized to exercise the proxy who physically attends the meeting for which the proxy is being utilized; 2) it contains voting instructions; 3) it is signed by the member giving the proxy; 4) to the extent it contains an instruction for an election that directs the manner in which the proxyholder is to cast the vote, the instruction must be set forth on a separate page of the proxy that can be detached and given to the proxyholder to retain; and 5) it has not been revoked by the member prior to the receipt of the proxy by the Association. A proxyholder must cast the member's vote by secret ballot. To the extent a member casts a vote by a ballot and delivers that ballot to the Association's inspector(s) of elections, the act of delivering the ballot shall automatically revoke any proxy granted by that member for any subject on that ballot, and only the ballot's selections shall be counted for that member, with the ballot prevailing over the proxy's directions and the proxyholder's selections.
10. Irrevocability of a ballot: Once a ballot has been received by the inspector(s) of elections (or received at the location designated by the inspector(s)), it shall be irrevocable.
11. Inspector(s) of elections: The Board of Directors shall appoint one or three independent third party inspector(s) of elections. Inspector(s) of elections may not be a member of the Board of Directors, a candidate for the Board of Directors, related to a member of the Board of Directors and/or related to a candidate for the Board of Directors. If there are three inspectors of

elections, the decision or act of the majority shall be effective in all respects as the decision or act of all. The inspector(s) may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) deem appropriate, provided that the persons so appointed are independent third parties.

12. Authority and duties of the inspector(s) of elections: The inspector(s) of elections shall perform do all obligations of the inspector(s) of elections set forth in the Davis-Stirling Act, the Corporations Code, and the Association's Governing Documents.

13. Document authority: Upon these Election Rules being adopted by the Board of Directors, these Election Rules shall be the sole Election Rules for the Association. Any prior versions of the Association's election rules are repealed their entirety.