

AMERICANA GARDENS
HOMEOWNERS ASSOCIATION
Palm Springs

AMENDED AND RESTATED
RULES &
REGULATIONS
FOR
HOMEOWNERS
& RESIDENTS

Adopted By
THE BOARD OF DIRECTORS

Effective:
SEPTEMBER 1ST. 2024

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Americana Gardens Homeowners Association

INTRODUCTION

The Board of Directors has adopted the following Amended and Restated **Rules and Regulations for Homeowners and Residents** ("Rules") as a supplement to the Association's Second Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and pursuant to its specific authority contained within the CC&Rs. The Board may modify these Rules from time to time as needed, subject to the rule adoption procedure set forth in California law.

The intent of the Rules is to enhance the enjoyment and tranquility for all persons living in the community and serve as a guide for the conduct and activities of all Owners, residents, tenants and their guests. Your compliance with the governing documents will benefit you, the Association and all of its members.

The Board of Directors is vested with the power and authority to enforce any violation of these Rules, as well as other Governing Documents of the Association. Such enforcement action includes but is not limited to the following: (1) the levy of fines; (2) the levy of other monetary penalties; (3) suspension of membership rights; and (4) other legal action to ensure compliance with the Association's governing documents. Owners shall be liable for any breach of the governing documents by their tenants, guests, vendors and invitees. **Each Owner shall be responsible for providing tenants with a current copy of these Rules.**

MAKE INQUIRIES OR REPORT VIOLATIONS TO:

The management company is the first point of communication. They are here to serve the community. The Board of Directors has vested in them the authority to handle most of the situations that will be encountered day-to-day.

NOTE: Contact information for the management company is posted near several entrances to the property. Request to speak to the manager or assistant manager for Americana Gardens.

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, 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

Americana Gardens Homeowners Association

RULES AND REGULATIONS **GENERAL COMMUNITY**

I. RENTALS ~ TENANTS ~ OCCUPANTS

1. All leases shall be in writing and shall be subject to the provisions of the Governing Documents. All leases/rentals must be for a term of no less than thirty (30) consecutive days. The owner must deliver to the tenant copies of the CC&R's, Bylaws and these Rules and Regulations. Lessee and their guests, residents and occupants shall abide by and comply with all provisions contained therein. Violations shall constitute a default under their lease.
2. Within seven (7) days after entering into the lease of a Unit and prior to occupancy the Owner shall deliver a copy of the lease to the Associations Management. The lease shall include the following information: the name, telephone number, address and email address of the lessee(s), the names of all authorized occupants, a description of their vehicle(s) intended to utilize the parking space assigned to the Unit. It is also required that the Owner of the Unit confirm that the name, telephone number, email address and home/mailling address on file for the Owner is accurate and up to date.
3. It is each Owner's sole responsibility to inform their tenants of the nature of living in a condominium community. **The owner must make available to the tenant copies of the CC&Rs, Bylaws and these Rules.** Lessee and their guests, residents and occupants shall abide by and comply with all provisions contained therein. Violations shall constitute a default under their lease. Owners will be held responsible for the actions of their tenants, including any disciplinary action taken for violations of the Governing Documents, as well as any costs for repairing damage to the Common Area or to Association owned property caused by their tenants and/or tenant's guests.
4. Each owner shall provide owner/tenant emergency information on required forms available from the Management Company.

REPORTING ON OCCUPANCY IS MANDATORY. PROVIDING GOVERNING DOCUMENTS TO TENANTS IS A MUST. FAILURE TO COMPLY WITH THE RULES IN THIS SECTION WILL SUBJECT THE OWNER TO A HEARING BY THE BOARD OF DIRECTORS AND POSSIBLE DISCIPLINARY ACTION.

II. PROTECTION OF COMMON AREA

1. **Owners are responsible for the conduct of their residents, guests, family, and/or renters, and all service personnel, vendors, contractors, and any other invitees as well as any and all damage to the Common Area caused by same.**
2. Common courtesy shall be observed at all times. No noxious, illegal, or materially offensive activities shall be carried out or conducted within any Unit, Limited Common Area, Common Area or in any part of the Project. Nor shall anything be done within the Project which shall unreasonably interfere with any other residents' right to quiet enjoyment.
3. Verbal abuse, profanity, hate speech, offensive or threatening conduct, physical abuse, or threat of abuse by a resident or their guest or service provider against any other resident or their guest, or any Association Director, Association Employee, community manager, or vendor is prohibited and will not be tolerated. Actions by any person

of any nature, particularly in the Common Area which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. producing such noise constitutes a nuisance.

4. No person shall engage in any loud, obnoxious, or disturbing noises that interferes with the rights, comforts, or convenience of other residents. The Board, in its sole discretion, shall have the right to determine if any noise or activity producing such noise constitutes a nuisance.

5. Sidewalks, driveways, or passageways shall not be obstructed or used by any resident for any purpose other than entrance to and exit from the Units.

6. Bicycles, skateboards, roller skates, scooters and other wheeled vehicles, regardless of the users age, are dangerous when operated within the Project and are prohibited on walkways. No Frisbee throwing or any ball game wherein the ball is thrown into air or otherwise is not in possession of the player is allowed in Common Areas.

7. Parents or Guardians shall be responsible for supervising children in the Common Area.

8. Residents are prohibited from tampering with Association light timers, pool regulators and sprinkler clocks. Residents are encouraged to report any problem areas to the management company.

9. An Owner or tenant may operate a business within the Unit (hereinafter "home occupation"), provided that the home occupation does not materially impact the Common Area.

10. Loitering in/at/on any area of the property is strictly prohibited.

11. Garbage trash and or any refuse shall not be allowed to accumulate upon any part of the community. It is prohibited to discard any item (this includes lit or unlit cigarettes) onto the Common Area. Do not allow liquids or other debris to leak from trash bags enroute to the trash bins.

III. MAINTENANCE OF PROPERTY

1. Homeowners are responsible for the maintenance and repair of any dryer vent located within the Unit and within the Exclusive Use Common Area from the connection point at the dryer up to and including the exterior vent cover. In the interest of continuity, the Association will continue to provide the vent covers until inventory is depleted. In an effort to prevent dangerous conditions which may result in fire caused by excessive lint each, Owner is required to ensure that the vents servicing their respective Units shall be kept cleaned out and in safe, operable condition at all times. Annual or bi-annual professional cleaning shall be required as may be determined by the Board.

IV. TRASH DISPOSAL

1. Proper disposal of trash is essential to the health of all residents. Residents are prohibited from littering on the Common Area, which includes, but is not limited to, cigarettes butts. All rubbish, garbage, trash and/or any refuse shall be regularly removed from the Unit and shall not be allowed to accumulate upon any part of the Project. Trash shall only be deposited in the dumpsters designated for such use. Apart from recyclables, all other trash must be securely bagged and then be disposed of by placing within the trash bins and not on the floor of the enclosure. Residents must not allow liquids or other debris to leak from trash bags en route to the trash bins.

2. All recyclable items must be placed in the blue recycling containers located in the trash bin enclosure.

3. Trash is picked up every Monday, Wednesday and Friday by the Palm Springs Disposal Service. (If Monday occurs on a national holiday, pickup is usually a day later than regular pickup.)

4. Large bulky items are unacceptable for routine collection. **No bulky items and furniture may be left outside of the trash bins.** Residents must pre-arrange for disposing of furniture, appliances, and e-waste.

5. **Palm Springs Disposal Service** ("PSDS") now offers **Free Bulky Items Collection Services** to multi-family condo complexes. Limit two (2) pre-arranged collections and up to 4 bulky items (appliances, furniture, e-waste, etc.) per unit per year. Must be the unit tenant or unit owner to pre-arrange. Items shall not exceed 150 pounds per item and must be easily lifted by two people. **Please use this service to save the HOA from having to pay the cost, the Association does not get free service.**

Please call PSDS @ (760) 327-1351 ext. 313 or chat with PSDS customer service to schedule a pick-up and receive instructions about placement of the articles for collection. Items cannot be placed at curbside until after 5:00 pm the evening preceding pickup. www.palmspringsdisposal.com

Bulky items can also be collected during the Citywide events in April and October. You are afforded an additional 2 items per household during these events, and they can be placed at the curb on Monday morning of the Clean-Up.

6. Residents are prohibited from storing trash containers and recycling in the Common Area (including outside of the Unit) and on the patios and balconies of the Unit.

7. No Owner or Occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint, tile grout and other construction materials, etc.

V. PATIOS AND BALCONIES

1. Residents are required at all times to maintain their patio or balcony in an acceptable state of cleanliness and repair to preserve and protect the attractive appearance of the Unit. Outdoor patio or lounge furniture, BBQ equipment and plants must be maintained in a clean and orderly condition. Clothes, hampers, cleaning supplies, boxes, exercise equipment, toys, or any other items not intended for outdoor use may not be stored on the patio or balcony unless obscured from view of adjoining Units and the Common Area. At no time should any object other than permitted sunscreens/shades or lightweight hanging items extend above or beyond the height of the patio or balcony railing.

2. Any item being displayed by a resident outside of their Unit which can be seen from any exterior vantage point is subject to review by the ARC. It is impossible for the Board to contemplate the myriads of possibilities that residents may choose to decorate their outdoor space with. We have provided many examples below. If unsure about your item, contact the community manager.

3. Plants must be trimmed to prevent growth which extends over the walls or rails into the Common Area and/or when the plants detract from the surroundings. Residents may be required to reduce the number of plants should the Board, in its sole discretion, determine there are excessive plants on the balcony. Heavy plants that are of excessive weight pose a risk of structural damage to the balcony. Residents on the second floor that have heavy potted plants on the balcony may be held liable for the cost of repair if it is determined that these items are the cause of the damage. Residents who are on the first floor are permitted to hang the following lightweight items from the second-floor balcony: hummingbird feeders; wind chimes; and other related items. Planter boxes are prohibited from hanging off the rails.

4. No tile or any other type of flooring material may be affixed to the floor of the patio or balcony without the prior written approval of the Association. Owners must submit an AVR for approval and must not proceed in installing or applying any such covering until a decision is rendered by the Board.

5. **Permitted items include, but are not limited to, the following.**

- A. Awnings and sun/shade screens (retractable, dropped, roll-up, fixed or stand-up). Awnings and sun/shade screens shall blend well with the exterior building colors (which is interpreted to mean neutral and/or natural earth tone in color). All other colors require submittal of an AVR and approval from the Board prior to installation. Standing privacy screens shall not exceed six (6) feet in height. **Awnings and sunscreens must not be attached to the rails using any type of fastener that penetrates into the surface of the railing or any material/clamp which may penetrate through the surface of the powder coating. They may only be held in place on the rails with magnets or similar unintrusive material.**
 - B. Shade umbrellas are limited to two (2) per patio/balcony. The umbrellas shall be maintained in good repair.
 - C. Potted plants are allowed so long as the overall weight of any such plant(s) does not risk structural damage to the building or balcony. Homeowners shall be held responsible for any damage caused by oversized plants placed on the balcony. Please be courteous of residents below when watering from balcony.
 - D. Lightweight hanging decorative items (i.e. wind chimes, bird cages, hummingbird feeders, etc.) shall not exceed the total number of six (6) in any combination. Items must not create unreasonable noise, nuisance etc. for adjacent neighbors. Hanging plants are prohibited.
 - E. All holiday lights and decorations may be put up seven (7) days prior to the holiday but must be removed within seven (7) days after the holiday, with the exception of Christmas/New Year when exterior holiday lights and decorations may be present between Thanksgiving Day and January 15 of the holiday season.
 - F. Only solar or battery powered outdoor lighting may be used on the patio/balcony.
 - G. One (1) BBQ grill (gas/propane) is allowed. Grills must be fitted with lids made exclusively for that model of grill. One (1) spare tank is permitted. No charcoal or wood burning grills are allowed.
 - H. **Patio furniture, loungers and hanging blinds must be clearly designed for outdoor use.**
 - I. Satellite dishes must be installed on a tripod on the patio/balcony. Satellite dishes must not be attached to the building exterior or cable wires exposed. **Satellite dishes shall not be installed on Common Area without submitting an AVR and receiving approval from the Board.**
 - J. Residents may store up to two (2) bicycles per patio/balcony provided they are operable and locked when not in use.
 - K. Thin yellow reed style (0.125" diameter) "Rolled Bamboo Fencing/Screening" that **does not extend beyond the height of the patio/balcony railing is allowed.** **Such fencing/screening may only be held in place on the rails with magnets or similar unintrusive material.**
6. **Prohibited items include, but are not limited to, the following.**
- A. No patio or balcony shall be enclosed with lattice or any other material(s).
 - B. No laundry, rugs, or pool towels hanging over patio or balcony railings for any purpose, even for a short period of time.
 - C. Hanging plants or plants overhanging on patio/balcony railings.
 - D. Tiki torches or any other lighting with exposed flames.
 - E. Misting systems on ceiling overhang or patio/balcony railings.

- F. Pigeon/bird spikes on patio/balcony railings or roofline above balcony.
- G. Charcoal or wood burning grills are not permitted.
- H. Ceiling fans.
- I. Furniture, blinds, or shades that are not designed for outdoor use.
- J. Electrical cords plugged into the installed lighting fixtures.
- K. Cables, electrical cords, rope or rope type lighting or any other string type lights (with the exception of Holiday lighting during specified times as set forth above).
- L. Decorative art may not be displayed unless prior written approval is obtained from the Association.
- M. **Thin yellow reed style (0.125" diameter) "Rolled Bamboo Fencing/Screening" that extends beyond the height of the patio/balcony railing is not permitted.**

The preceding lists are not all-inclusive and are intended to be informative guidelines for the quality and quantity of the type of items which may be considered by the ARC as acceptable or unacceptable for display.

VI. Signs / For Sale or Rent / OPEN HOUSE

- 1. One (1) "For Sale" or "For Rent" sign per Unit, not larger than 18" by 24", may be placed in the front window of the Unit. One (1) "Open House" sign may be placed in front of the complex as well as in front of the entrance to the Unit.
- 2. No commercial signs, billboards, flags, notices or advertising of any kind shall be maintained or permitted on any portion of the development without the prior written approval of the Board.
- 3. No signs shall be erected or displayed on the Common Area except signs placed by the authority of the Board. The Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs in the Common Areas.
- 4. Non-commercial signs, flags, and banners may only be displayed in accordance with the provisions of current California law and these Rules.
- 5. Real estate lockboxes may only be affixed to the front door of a Unit and no other location. Lockboxes that are found attached to the stairway or landing rails may be removed without notice.

VII. PET REGULATIONS

- 1. Not more than a total of two (2) dogs or two (2) domesticated cats, or one (1) each of a dog and a cat (but not to exceed two (2) total) per Unit shall be permitted, provided such animals are not raised, bred, or kept for commercial purposes. A reasonable number of other domestic pets such as reptiles, birds, rodents, fish shall be kept in the interior of the unit.
- 2. All animals must be licensed and vaccinated as required by the City of Palm Springs and/or County of Riverside.
- 3. All dogs must be leashed at all times and under the resident's control within the Common Area.

4. Each Owner/resident will be held responsible for all damage caused by their pets.
5. Residents are responsible for immediately cleaning up after their pet in the Common Area & patio/balcony.
6. No dog or pet of any kind shall be tied up or left unaccompanied in the Common Area.
7. No dog or pet of any kind shall be tied up or left unattended on the patio or balcony of the Unit.
8. Doghouses or other pet residence structures are prohibited on the patio or balcony.
9. Pets may be kept, provided they do not endanger or unreasonably threaten the physical or emotional well-being of the Owners, residents, or any person on the community. No pet, regardless of size or type, shall be permitted to be kept within any portion of the Association if it makes excessive noise, creates a nuisance, exhibits aggressive or threatening behavior, otherwise constitutes an annoyance to residents or causes injury to a person, or damages property. Constant, excessive, unrestrained, and/or loud barking constitutes an unreasonable nuisance, annoyance, and disturbance, irrespective of when such barking occurs during the day or night. Any pet which is allowed to unreasonably endanger or threaten the physical or emotional well-being of any Owners or residents of a Unit, or which is allowed to create a nuisance or disturbance or cause injury to person or damage to property, as may be determined at the sole discretion of the Board, must be permanently removed from the Association. Except in an emergency warranting the application for the issuance of a temporary restraining order or preliminary injunction, prior to requiring the permanent removal of a pet, the Owners shall be provided with Individual Notice and an opportunity to be heard by the Board.

VIII. NOISE

1. No person shall engage in any loud obnoxious or disturbing noises that interferes with the rights, comforts or convenience of the residents.
2. Daytime is considered to be 8am to 8 pm. After 9 pm residents should start winding down their activities. After 10 pm residents should be inside their unit with the door closed.
3. **MUSIC: No music, with the exception of music played through earphones or ear buds, is allowed to be played outside the Unit at any time.** When playing music inside, the doors must be closed. Music must not be audible from the outside of the Unit.

IX. PARKING AREA & VEHICLE RULES

This section includes what vehicles are permitted, what may be done with them, speed regulations and parking regulations. **THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE (INCLUDING PERSONAL AND/OR PRIVATE PROPERTY) PARKED UPON THE PROPERTY OF THE ASSOCIATION.**

Residents are to park their cars in their assigned parking spaces. These parking spaces are designated by the Associations Governing Documents as "Exclusive Use Common Area". Each Unit is assigned **ONE** (1) and only **ONE** parking space. If a residence has more than one car, **the second car must be parked on the street.** No single Unit is provided with two spaces at any time for any reason. All vehicles parked in any space of the parking lot must have current registrations tags.

The Common Area parking spaces (including the handicapped spaces) designated for the use of guests and visitors are available any time, day or night, on a first come, first served basis. Under no circumstances shall

residents park in the guest parking spaces. Lessees/tenants of thirty (30) days or more are not considered to be guests or visitors and must use only the parking space designated for the Unit that they are renting.

1. Parking signs are to be strictly adhered to at all times. Those parking spaces marked with signs stating, "GUEST PARKING ONLY" OR "NO RESIDENT PARKING" are reserved for guest parking only and are not to be utilized by residents. This also applies to handicapped spaces with signs stating, "RESERVED PARKING FOR HANDICAPPED GUESTS ONLY". Residents may utilize the handicapped spaces for loading and unloading only. In that case the handicapped resident must always be present. Residents seeking exceptions from this rule must apply to the Board for "reasonable accommodation," which will then be considered on a case-by-case basis.
2. Fire lanes are painted red. Vehicles parked in fire lanes may be subject to immediate tow at the vehicle owner's expense
3. Parking in the Common Areas other than in designated parking spaces is strictly prohibited.
4. Double parking is prohibited at all times. All vehicles must park within the designated lines marked for their own assigned parking space.
5. The speed limit is not to exceed five (5) miles per hour.
6. Other than in emergency situations (flat tire, battery charge, etc.), there shall be NO VEHICLE REPAIRS allowed in the Common Area. This includes the designated parking spaces assigned to each Unit.
7. Commercial vehicles may be temporarily parked in the Common Areas while making deliveries.
8. Storage of any trailer, camper, motor home, R.V., commercial vehicle, boat, trucks larger than 3/4 ton, (collectively referred to herein as "Recreational/Commercial Vehicles) in Common Area parking spaces is strictly prohibited. This does not apply to vehicles that are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as may be determined by the Board.
9. Vehicles that leak oil and/or other fluids on the ground of the driveways, parking areas, or aprons shall be promptly removed/ repaired, and the responsible Owner shall pay for any costs incurred by the Association to clean/ remove stains from the affected area(s).
10. Owners, their guests, tenants, lessees and invitees are subject to California Vehicle Code provisions and City of Palm Springs ordinances.
11. No inoperative or unregistered vehicle shall be parked in the Common Areas or in designated parking spaces assigned to each Unit.
12. No toys, bikes, skateboards or other items or personal property are to be left or stored in the designated parking spaces assigned to each Unit
13. Loud music from automobile sound systems is not permitted at any time in the parking area of the complex.
Volume must be turned down upon entering the driveway
14. Motorcycles and motor scooters are not to be parked within the interior of the complex. They must be parked within the designated parking spaces assigned to each Unit.

15. The association shall not be responsible for the maintenance, insurance, liability, theft, vandalism or any damage which may come to any vehicle. **THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE (INCLUDING PERSONAL AND/OR PRIVATE PROPERTY) PARKED UPON THE PROPERTY OF THE ASSOCIATION.**

16. **ALL OF THE ABOVE RULES AND REGULATIONS IN REGARD TO VEHICLES AND PARKING SHALL BE STRICTLY ENFORCED.** Any vehicle parked in violation of any of these rules may be towed at the vehicle owner's expense and subject to enforcement in accordance with the Association's Enforcement Policy.

X. POOL AND SPA AREAS

1. **NO LIFEGUARD IS ON DUTY AT ANY TIME.** The pool and spa areas are not actively monitored by the Association. Use of the pool and spas are at the user's own risk. The Association is not responsible for safety or supervision, including unaccompanied minors, in the Common Area. For health and safety reasons, children should be under the direct and constant supervision of a responsible adult eighteen (18) years of age or older while in the pool and spa areas. The posted rules are to be observed at all times.

2. Pool and spa hours are daily from 8 a.m. to 10 p.m.

3. Any activity which creates excessive noise, potentially endangers the health and safety of others, or disturbs the peaceful enjoyment of the Owners and their tenants and/or invitees, such as yelling, foul language, running, pushing, fighting, is prohibited and may result in immediate expulsion from the pool and spa areas and/or enforcement action by the Association. Diving or jumping into the pool or spa is strictly prohibited.

4. **NO BOTTLES, GLASSWARE OR BREAKABLE MATERIALS OF ANY KIND IS/ARE PERMITTED IN THE POOL AND SPA AREAS. This rule is strictly enforced.**

5. Anyone who is incontinent is required to always wear swim diapers or appropriate waterproof pants with elastic legs and waist while using the pool and spa.

6. Proper swimwear must be worn at all times in the pools and spas. Street clothes are prohibited.

7. Nudity is not permitted at any time in the pool and spa areas.

8. No smoking or vaping of tobacco or any other substance is allowed in the pool and spa areas.

9. Gates must be kept closed and always locked. Propping open gates is not permitted.

10. No animals are allowed in the pool and spa areas at any time.

11. No music is allowed at any time. Listening to music in the pool and spa areas is limited to those wearing earphones or ear buds only.

12. Pool furniture is for the benefit of all and may not be reserved by placing towels or other personal belongings on the furniture for later use. Removal of furniture from the pool areas is prohibited.

13. Those that move the furniture around in the pool areas must put it back in order before they leave the area.

14. Pool areas must be kept clean at all times. Remove all trash or place it in the appropriate receptacle provided. Do not overfill the trash cans. Take any toys, pool noodles, inflatable rafts, etc. out of the pool area as they may not be saved and may be disposed of.
15. Up to two (2) guests per Unit at any time are permitted in the pool or spa areas.
16. No BBQ or cooking at the North and South pool areas at any time.
17. Sexual activity is never permitted in any pool, spa or surrounding area at any time.

POOL NOISE:

- A. Typical noise during the day is permissible and must be reasonable.
- B. Daytime is considered to be from 8AM to 8PM.
- C. After 9PM, residents should start winding down their activities. If residents remain outside after 9PM, it should sound as though they are not.
- D. After 10PM. Residents should be inside of their Unit with the doors closed.
- E. Neighbors expect the usual quiet that any Palm Springs neighborhood would afford them. Even 2 or 3 people casually talking in the hot tub can be clearly audible to other neighbors and after 10 PM that is not acceptable.

XI. ARCHITECTURAL RULES

1. To maintain a uniform appearance throughout the property, there are special regulations for any architectural improvements or changes to your Unit. All physical alterations, modifications or additions to the exterior of your Unit (and some interior modifications, such as flooring) require written approval from the Board of Directors. These changes are either approved or denied through the Architectural Variance Request (AVR) process.
2. Permission to make any exterior modifications must be requested in writing using an AVR - drawings, sketches and specifications must be attached and submitted to the Board of Directors in writing for approval.
3. An AVR must be submitted, and written approval received before any work may begin. Contact the Community Management office for application forms and procedural details. AVR forms may also be obtained at the Association's website: www.AmericanaGardens.com Complete Architectural submittals will be accepted or denied by the Board in writing within forty-five (45) business days of submission.
4. HVAC units, evaporative cooler/swamp cooler, or any other such heating/cooling appliance are prohibited from being installed in such a way that it vents through any window or door of the Unit.
5. No Owner is permitted to paint, repair, maintain, alter or modify any wall, railing, door exterior, add to the exterior, or in any way alter or breach the exterior of the condominium.

6. The installation of any type of exhaust fan which breaches the wall or roof of the condominium is strictly prohibited except for those fans which are required by the City of Palm Springs.
7. All exposed windows and sliding glass doors must have appropriate window covering (i.e. shades, blinds, curtains, drapes, shutters, etc.) of a neutral color such as beige, tan, cream or white. Window coverings shall be of reasonable quality and complement the property. No sheets, blankets, newspapers, foil or foil type insulations are allowed.
8. Replacing a HVAC unit on the rooftop requires an AVR. Owners will be responsible for a \$500.00 inspection/service fee paid to BRS Roofing Inc. in order to maintain the Association's warranty for the roof.
9. Exterior Attachments:
- A. Visible cable tv lines, telephone lines, etc. of any kind are allowed provided that they are neatly attached within designated areas of the walls.
 - B. Lines and wires placed horizontally must be attached no higher than 4 inches from the ground.
 - C. Lines and wires placed vertically must be attached so that they follow the shortest route possible from the ground to the point of entry into the building.
 - D. There shall be no lines and/or wires placed on the rooftop without prior authorization from the Association.
 - E. It is the owner's responsibility to inform cable, telephone company installers, or any other vendors before any installation that does not follow these guidelines. Failure to do so may result in the removal of the installed wires.
 - F. The following exterior attachments are not permitted without the Board of Directors' approval. An Architectural Variance Request (AVR) must be submitted for the following:
 - 1. TV antennas, including Cable TV, installed on the Common Area.
 - 2. Satellite dishes (receivers, per size and installation method approved by the Board) installed on the Common Area. Please request written guidelines available from the management company.
 - 3. Surveillance/Security cameras.
 - 4. HVAC (AIR CONDITIONING) units installed on roofs, in walls, or in windows.
 - 5. Awnings.
 - 6. Exterior sunshades.
10. **Flooring Modifications in Second Floor Units.** Hard surface flooring (e.g. tile, wood, marble, etc.) when utilized in second floor Units must provide adequate soundproofing of the hard surface floor material. There must be padding under all carpeting. Any alteration of flooring in the second floor units shall require prior submittal to the Architectural Committee and approval from the Board. This section only applies to the modification of any flooring or floor covering materials or any penetration or other disturbance that could result in any increase in the sound transmissions from one unit to any other unit made after March 3, 2023.

PAINTING

- A. Any exterior surface in need of paint or stucco should be reported to the Board of Directors and the management company for servicing.
- B. The repainting or refinishing of the exterior surface of any building or other structure by anyone other than those duly appointed by the Board is prohibited.

SECURITY SCREEN DOORS ~ (CURRENTLY UNDER CONSIDERATION AND NOT APPROVED)

- C. Security screen doors provide the ventilation of the traditional screen door with sturdiness and protection of an iron gate. They may be purchased and installed at the Owner's expense. To ensure uniformity with the wrought iron gates of the community, there is only one screen door style that will be approved by the Board of Directors. The name of the door is Arcada MAX. Unlike the original Arcada (which uses an Expanded Metal Screen), the MAX version uses a perforated metal screen. This provides an additional layer of reinforcement and makes the MAX sturdier than the original. It must be purchased in the copper tone color and no other color will be considered. All owners shall be responsible for proper maintenance and repair of their own screen doors. **There are no exceptions to this model and color screen door.** Any other model and/or color will be uninstalled and removed from the property at the Owner's expense.
- D. Owners must submit an AVR to the Architectural Committee and receive approval in writing by the Board of Directors before installing security screen doors.

XII. MEETINGS: FOR YOUR INFORMATION

The meetings of the Association's Board of Directors are held on the second Monday of each month in the clubhouse meeting room. Homeowners are welcome and encouraged to attend and observe all open meetings of the Board. However, so that the Board can conduct the business of the association without interruption or distraction, homeowners may observe but may not have a voice or contribute to the meeting unless specifically called upon by the Board member conducting the meeting. The Association has developed a policy that provides an open forum for members to ask questions or voice concerns near the end of each Board meeting.

Americana Gardens Homeowners Association

ENFORCEMENT POLICY / FINE SCHEDULE

The Board of Directors has the right to enforce the Association's Governing Documents including but not limited to these Rules and CC&Rs. Once a resident gives the Board of Directors a written complaint that a rule or covenant has been violated or the Board independently discovers a violation, the Board will investigate the allegation and may take action against the offending Owner/resident, including but not limited to, the imposition of fines, the levying Reimbursement Assessments, suspending Membership rights and privileges, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors to take any action against an individual Owner/resident. The Board of Directors, in making this decision, will take into account the facts of each circumstance and determine the costs and benefits of taking action.

THE SCHEDULE OF NOTICES AND STANDARD FINES TO BE LEVIED IN THE CASE OF VIOLATIONS ARE AS FOLLOWS:

ENFORCEMENT GUIDELINES

Generally, though not necessarily, the Association will adhere to the following schedule:

- A. First Offense: Warning Letter to Owner. Possible fines, Reimbursement Assessment to reimburse the Association for costs incurred including in compelling compliance, suspension of rights and privileges.
- B. Second Offense: Hearing Letter to Owner. Possible fines, Reimbursement Assessment to reimburse the Association for costs incurred including in compelling compliance, suspension of rights and privileges. Institute Alternative Dispute Resolution and/or Internal Dispute Resolution. Filing of lawsuit.
- C. Third or More Offense: Hearing Called by Board of Directors. Possible fines, Reimbursement Assessment to reimburse the Association for costs incurred including in compelling compliance, suspension of rights and privileges. Institute Alternative Dispute Resolution and/or Internal Dispute Resolution. Filing of lawsuit.

SCHEDULE OF FINES

The Association reserves the right to institute any of the above-referenced enforcement measures regardless of whether it is a first violation, second violation, etc.

- A. First Violation: Up to \$500.00
- B. Second Violation: Up to \$1000.00
- C. Third or More Violation: Up to \$2000.00

1. Each individual infraction of the Governing Documents will be treated as a separate violation. The Association has the right to impose escalating fines for separate, identical violations identified in the same hearing notice. For example, if two noise violations are identified in the same hearing notice, the Association has the right to impose "First Violation" and "Second Violation" fine amounts at the hearing.

2. **The list above is not intended to be all-inclusive.** Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedure(s) and/or the enforcement remedy utilized may vary at the discretion of the Board of Directors. However, for especially egregious circumstances (e.g., violations that jeopardize the health or safety of others), fines may be up to triple the amounts shown per violation.

3. All expenses incurred by the Association to bring the Owner and/or his/her Unit into compliance with Association's Governing Documents shall be assessed and charged solely against the Owner as a Reimbursement Assessment.

4. Failure to pay all fines and Reimbursement Assessments in the time as set forth herein may result in the suspension of rights and privileges.

5. For recurring violations, rights and privileges may be suspended for a maximum of thirty (30) days per violation. For continuing violations, a suspension shall continue until the violation is cured.

Adopted By
THE BOARD OF DIRECTORS
Effective:
SEPTEMBER 1ST, 2024