



RULES AND REGULATIONS

ADOPTED SEPTEMBER 17, 2021

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THE PALM SPRINGS DEAUVILLE HOMEOWNERS' ASSOCIATION
RULES AND REGULATIONS
EFFECTIVE SEPTEMBER 17, 2021
INTRODUCTION

The social success of a condominium community depends, in large part, on an association's rules, regulations and restrictions. Your Board of Directors has adopted the following "ASSOCIATION RULES AND REGULATIONS", hereinafter referred to as "Rules and Regulations" to enhance the enjoyment and tranquility for all persons living in the Association community. Typically, the CC&Rs subject all homeowners to general covenants, while Rules and Regulations provide specific guidelines for day-to-day living. These Rules and Regulations do not supersede or change the Bylaws or CC&Rs in any manner. They are specific interpretations of the CC&Rs and Bylaws and exist to create clarity and specific guidelines where the CC&Rs and Bylaws lack such detail.

Wherever the word "Owner" appears in this document, it will include any and all tenants, residents, guests, families, and/or occupants living in the Association, as well as their families and guests while in the Association community.

Owners shall be responsible for their tenants', guests', and families' actions and adherence to the Rules and Regulations of the Association. Each Owner shall be responsible for providing their tenants with a current copy of the Association's Rules and Regulations.

The monthly Association maintenance assessments depend, in large measure, on the care and consideration exercised by each and every Owner and their tenants and guests. These Rules and Regulations are designed to foster an environment of care and consideration and a pride of ownership which will result in the long term sustainability of the Association community. Lack of care and consideration for the Common Area property creates high maintenance, repair and replacement costs. An increase in the frequency of Common Area maintenance that is not due to normal wear and tear, but rather due to the negligence or intentional misconduct of a few, could result in each Owner's monthly assessments increasing to cover these expenses.

If this document contains any restriction based on race, color, religion, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, gender information, national origin, source of income as defined in California Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Sections 12956.2 of the California Government Code.

Finally, please make any inquiries regarding the Association or report any Governing Document violations to the Association's management company, The Gaffney Group, Inc., 1111 E. Tahquitz Canyon Way, Suite 107, Palm Springs, CA, 92262. (760) 327-0301.

Do not make your complaints directly to the Association's Board members. No Board member may make a unilateral decision or take any unilateral action regarding any matter which has not been decided by a quorum of the Board members.

ENFORCEMENT OF RULES AND REGULATIONS

In order to enforce the CC&Rs, Bylaws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Owner for violations by the Owner, members of their family, invitees, licensees, guests, tenants, or lessees of such Owner.

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

1. SCHEDULE OF NOTICES

A. First Offense: Warning Letter to Owner.

The Warning Letter will contain a description of the violation, instructions regarding response to the letter and the actions required to correct the violation.

Notwithstanding the foregoing, the Board may determine, in its sole discretion, that the violation is of a nature or severity that no warning letter will be issued and the violation will be subject to immediate notice and opportunity for hearing to impose disciplinary action, including monetary penalties.

B. Second Offense
and Subsequent
Offenses Hearing Letter to Owner.

If the violation continues, not corrected to the Board's satisfaction if correction is possible, or is repeated, or the Board has determined no warning letter will be issued, the Board may call the Owner to a hearing. The hearing notice shall be given not less than ten (10) days prior to the date of the hearing before the Board. The notice shall include the date, time, and location of the hearing, the nature of the alleged violation, and a statement that the Owner has the right to attend the hearing and may address the Board at the hearing. Pursuant to Article 4, Section 4.13 of the Bylaws, the hearing shall be held in an executive session of the Board.

Notwithstanding the foregoing and pursuant to Article 4, Section 4.13.3 of the Bylaws, under circumstances involving conduct that constitutes either (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of neighboring Owners; (b) a traffic or fire hazard; or (c) a threat of material damage to, or destruction of, the Common Area, the Board or its agents may undertake immediate corrective action or disciplinary action and conduct a hearing as soon thereafter as possible, if either (1) requested by the offending Owner within five (5) days following the Association's action(s), or (2) on its own initiative.

2. HEARING PROCEDURE

If an Owner does not attend the hearing or provide a written response to the hearing notice, the hearing may nevertheless proceed on the date and time specified in the hearing notice. It is the discretion of the Board to postpone a hearing to a later date and time.

If, at the hearing, the Board imposes disciplinary action against the Owner, the Board shall notify that Owner, in writing, within fifteen (15) days following the Board's decision to take action.

Pursuant to Section 4.13 of the Bylaws, the Association may discipline Owners for violating any of the provisions of the Governing Documents in the following ways: (1) suspending the Owner's membership rights, the Member's privileges to use the Common Area facilities, the Member's rights to use cable television services (if the Association has entered into a bulk cable agreement), as well as other privileges granted to Owners in good standing and/or (2) imposing monetary penalties/fines.

Any Owner's membership privileges may be suspended (a) for up to six (6) months for any violation of the Governing Documents and (b) during any period of time that the Owner is delinquent in the payment of assessments until such time that the Owner remits all monies due, including any and all collection costs.

If the Board decides to take disciplinary action against an Owner, such action shall become effective five (5) days after written notice of the Board's decision to impose such discipline is provided to the Owner.

Please note that an Owner will not be called to additional hearings for certain ongoing, persistent and uninterrupted violations (such as an uncorrected architectural violation) of the CC&Rs and/or the Rules and Regulations. Instead, the Owner will be assessed additional fines, in the amount of \$100 minimum, on a daily basis, in accordance with the Association's Schedule of Costs, until the violation is cured.

If the violation continues, or is repeated, the Board may also refer the matter to the Association's legal counsel. If required by Civil Code Sections 5905 or 5930, alternative dispute resolution will be offered. The Owner may be liable for the Association's legal costs and fees.

3. SCHEDULE OF COSTS

A. First Violation:	Fine up to \$100.00
B. First Violation for Rental Offense:	Fine of \$2,500.00
C. Second Violation:	Fine up to \$200.00
D. Second Violation for Rental Offense:	Fine of \$5,000.00
E. Third Violation:	Fine up to \$500.00
F. Third Violation for Rental Offense:	Fine of \$7,500.00
G. Fourth Rental Offense:	Fine of \$10,000.00
H. Subsequent Violations by Previous Offenders:	As Determined by Board of Directors

1. The list above is not intended to be all-inclusive. Additions may be made as required. Fines, etc., may vary and may increase depending upon the circumstances and the Board shall have the discretion to levy fines up to and not to exceed \$1,000 (excluding rental violations) should the nature of the circumstances warrant. Fines, etc., are assessed at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee, not to exceed \$100, may also be assessed in addition to the fine for the administrative costs of the hearing if a fine is imposed.
2. Pursuant to Article 4, Section 4.5 and Article 6, Section 6.2 of the CC&Rs, the Board may, pursuant to the notice and hearing procedures outlined above, levy a Reimbursement Assessment against an Owner whenever (1) the Association performs any services or accomplishes any item of repair or maintenance which is the duty of the Owner to perform, but which has not been performed by the Owner, or (2) an

Owner or his/her tenants, guests, lessees, licensees, invitees, and/or family damages the Common Area or any other item over which the Association has control and there are costs of repairing, restoring, or replacing the Common Area or other such item to working condition, pre-existing condition, or to a condition the Board considers aesthetically acceptable, or (3) if there are any costs which by law or as required by the Governing Documents must be reimbursed by an Owner.

3. Pursuant to Article 4, Section 4.5 of the CC&Rs, all legal fees or costs, including late fees and interest, incurred by the Association to bring an Owner into compliance with the Governing Documents may be levied against an Owner by way of an Enforcement Assessment.
4. Anyone wishing to report an alleged violation of the Rules and Regulations or CC&Rs may do so by contacting the Association's management company. Violations should be reported in writing. Note that some violations may require the verification of additional Owners before any enforcement action proceeds.
5. Failure to pay any fines or Reimbursement Assessments within thirty (30) days may result in the filing of appropriate legal action.

COMMON AREA

Common Area sidewalks, driveways, or passageways shall not be obstructed or used by any Owner for any purpose other than entrance to and exit from the homes.

1. Use of Common Area is limited to the Owners, their families, tenants, and guests.
2. Pursuant to Civil Code Section 4515, Owners and residents can use the Common Areas during reasonable hours and in a reasonable manner, including the Deauville Room, to peacefully meet with members, residents, invitees, or guests for any purpose related to common interest development living, association elections, legislation, election to public office, referendums, or recall processes. Members or residents may also invite public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents and their invitees or guests to speak on matters of public interest and may use the Common Areas to hold a peaceful gathering for such a purpose. The Association shall not require the member(s) or resident(s) to pay a fee, make a deposit, obtain liability insurance, or pay the premium or deductible on the Association's insurance policy if the Common Area is to be used by members or residents for the above described purposes.
3. Leaving pet food in Common Areas is forbidden as it can attract rodents and other pests.
4. Use of skateboards, rollerblades, kick scooters, and other such devices is prohibited.

SMOKING

To ensure the health and safety of all Owners, residents, and guests, smoking is only permitted within individual units. **SMOKING IS PROHIBITED ON INDIVIDUAL PATIOS, DECKS, AND IN ALL COMMON AREAS.**

CONDUCT

The Palm Springs Deauville believes in a courteous, inclusive, respectful and welcoming environment for all Owners, residents and guests.

While on the Deauville property all Owners, family members, guests, tenants, visitors, management or service providers are expected to treat everyone with courtesy and respect. The following list of behaviors in the Common Area of the property will not be tolerated:

1. Improper conduct as defined by the CC&Rs and these Rules and Regulations;
2. Use of obscenities or offensive or abusive language;
3. Verbal or physical threats or gestures;
4. Any actions causing a hostile living environment;
5. Actions causing a health or safety threat;
6. Any activity or condition which creates a nuisance and interferes with the quiet enjoyment of other residents;
7. Unreasonable noise disturbances;
8. Intoxication.

Owners are responsible for the conduct of family, guests, tenants, hired service personnel, vendors and contractors. The Association has a zero discrimination policy.

Board of Directors, Committee Members, Association vendors, and Management shall not be reprimanded, threatened, or harassed in any way by Owners, residents, tenants, guests, or invitees.

Complaints/comments regarding the Association, any of its volunteers or vendors, or the Association's management company should be directed to the Association's management company.

Attendees of Board of Directors, Committee, or Member meetings must be respectful, maintain professional behavior and refrain from disruptive, hostile, violent, threatening, or harassing behavior.

Members of your Board of Directors are community members also and have a right to peaceful and quiet use of their property and the Common Area. Being elected to the Board does not in any fashion waive the rights your Board maintains as fellow Owners and occupants. Please respect their privacy by not accosting them and by reporting matters to the Association's management company.

INDIVIDUAL UNITS

1. Pursuant to Article 7, Section 7.1 of the CC&Rs, exterior alterations or additions of any type are not permitted without the written consent of the Board of Directors. (See the Association's Architectural Rules).
2. Display of commercial signs is prohibited. Non-commercial signs, posters, flags, and banners may be displayed unless prohibited for the protection of public health or safety or if the posting or display violates a local, state, or federal law. A non-commercial sign, poster, flag or banner may be made of paper,

cardboard, cloth, plastic, or fabric, and may be posted or displayed from a window or door of the unit. Non-commercial signs, posters, flags, and banners may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component, or include the painting of architectural surfaces.

3. No odor shall be permitted to arise or emanate from any Unit so as to render the neighborhood, community, or Common Area property or any portion thereof unsanitary, unsightly, offensive, hazardous, or detrimental to the welfare and health of any other Owner or resident.
4. Exterior painting of the Units by an individual Owner is not permitted.
5. State and local ordinances must be observed when explosives or flammable liquids are brought into individual Units. Gas powered vehicles or fuel tanks are prohibited inside the Units.
6. Patios and decks shall be kept in a state of neatness and cleanliness at all times. Only usual and customary patio furniture, in good repair, is permitted. To ensure a consistent view the following are not permitted: unsightly storage units, boxes, cleaning items, excess furniture, tires, construction materials, tools, ladders, garbage bags, play structures, swing sets, motorcycles, bicycles, exercise equipment, etc. Nothing may be stored or placed on the patio or deck walls, ledges, or railings without prior approval from the Architectural Committee.
7. Awnings are permitted in the customary Deauville Blue with white trim and regular maintenance is the responsibility of the Owner.
8. Umbrellas are permitted in the solid customary Deauville Blue, or solid white. Regular maintenance is the responsibility of the Owner.
9. Plants and planter boxes/containers are permitted within the patio/deck area in compliance with deck surface provisions.
10. Only gas or electric outdoor cooking grills are permitted.
11. Seasonal decorations, in keeping with architectural character and scale of the Units and community, may be displayed. Outdoor winter holiday lighting may be displayed between Thanksgiving and January 8. Decorations for other holidays may be displayed two (2) weeks prior to the holiday and must be removed one (1) week after the holiday. No such decorations are to be installed in such a way to damage paint, stucco, windows, awnings, or any other element of the building which is maintained in full or in part by the Association.

ANTENNAS AND SATELLITE DISHES

The following rules pertaining to the installation, maintenance, repair, replacement and removal of antennas and satellite dishes shall strictly apply to all Owners and residents.

1. No antenna (television, radio or other) or satellite dishes shall be installed anywhere on the exterior of a building, railing, or fence, or in the Common Area, except where permitted on building roofs. Satellite dishes may not exceed 36".

An Owner must obtain approval from the Architectural Committee prior to the installation of any antenna or satellite dish.

2. All coaxial cable that will be visible from any Common Area or other Unit shall be selected or painted to match the building color.
3. All installation shall be completed so as not to damage any common components, neighboring Units, void any warranties of the Association, or in any way impair the integrity of the building, exterior paint, the waterproof membrane of the stucco or roof, or the safety of any staff or Association or installer.
4. Antennas shall be professionally installed by a contractor who possesses: (1) a contractor's general liability (including completed operations) insurance policy of at least \$1,000,000.00, and (2) worker's compensation insurance as required by law. The contractor's general liability policy must not contain an exclusion for work performed in a common interest development, condominium, or homeowners' association and specifically not contain exclusions for the work being performed. Nor shall the policy contain an insured versus insured exclusion or a contractor's condition endorsement requirement.
5. An Approved Antenna shall be maintained by the applicable resident in good repair at all times. In the event an Approved Antenna becomes inoperable, falls into disrepair, is no longer being used or becomes a safety hazard, the equipment shall cease to be an Approved Antenna and the applicable resident shall be required to promptly remove the equipment. All equipment shall be removed upon sale of the Unit.
6. An Owner shall be solely responsible for all costs pertaining to the installation, use, maintenance, repair, replacement and removal of such equipment.
7. Owners shall be liable for any damage to the Common Area caused by the installation, existence, repair, lack of repair, replacement, or removal of the satellite dish or antenna, or any other equipment pertaining to the same.

GARBAGE AND RECYCLING

Proper disposal of garbage is essential to the health of our residents. Garbage and items for recycling left in the Common Areas will have a negative effect on property values. Furniture and other large household items, including construction refuse, must be disposed of properly. Residents must make other arrangements and pay for disposing of these large or bulky items. The garbage company will not empty the bins when large pieces of furniture have been placed in them.

1. Garbage and recycling cans are to be kept inside the units and out of view.
2. Garbage must be kept in plastic bags and deposited into the nearest dumpster. All items for garbage and recycle must be placed inside of the dumpsters and not left on the ground.

WINDOW COVERINGS

All windows, sliding doors, etc., shall be properly covered with appropriate window dressing. Sheets, paper, blankets, boards, insulation foam, tin foil or other such items shall be specifically prohibited. Window draperies or shades shall be of a reasonable quality and be in working condition. All window coverings must be white, off-white, or other light neutral color as viewed from the outside.

PETS

1. No pets shall be permitted upon the Common Area except as controlled on a leash or similar device held by the Owner or his/her agent who is capable of controlling the dog.
2. No pet or other animal shall be left chained or otherwise tethered outdoors on a deck, patio, or in the Common Area.
3. Any pet or other animal, pursuant to Section 5.3.9 of the CC&Rs, that becomes a general nuisance or a danger to other Owners or other pets, will cause restrictive action to be taken, including but not limited to, prohibiting the keeping of that pet or animal within the Association community.
4. All animals shall be the exclusive responsibility of the Owner of the Unit. The Owner (or their delegate including but not limited to lessees, guests, and invitees) is responsible for the immediate clean-up of their animal's waste. Pet owners must leash and control their animal at all times when in the Common Area.
5. Control should be exercised over the noise made by pets. Pets must not be left outside on the patio when owners are away.
6. Owners are responsible for any "visitor" pets or animals.
7. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that dogs, cats, aquatic animals kept within an aquarium and birds inside cages may be kept as pets in any Unit, so long as they are not kept for breeding or maintained for any commercial purpose and provided the total number of all dogs and cats shall not exceed three (3) per unit.
8. Aggressive dogs, meaning any dog that is known to attack, menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person or pet, are prohibited from being kept, raised, or brought into the community at any time. Notwithstanding the foregoing, pit bulls, as defined below, are specifically prohibited from being kept, raised or brought into the community.
9. "Pit bull" includes any dog that is a Bull Terrier, Miniature Bull Terrier, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog that exhibits physical traits of any one or more of the above breeds or any dog exhibiting those distinguishing characteristics which conform to the standards established by the American Kennel Club ("AKC"), United Kennel Club ("UKC"), or American Dog Breeders Association ("ADBA") for any of the above breeds.
10. Current owners or occupants presently in possession of a dog mentioned herein are herewith placed on notice that they shall be held responsible and liable for the conduct of the animal(s).

NOISE

1. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing, or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers, and any other instruments or devices in such a manner as may reasonably disturb owners, tenants, or occupants of other homes.
2. Construction times must follow the City of Palm Springs governing ordinance(s): Currently, as of September 2017:

Construction is limited to between 7 AM and 7 PM weekdays and from 8 AM to 5 PM on Saturdays. It is not allowed on Sundays or on certain holidays (Thanksgiving, Christmas, New Year's Day, July 4th, Labor Day, and Memorial Day).
3. Barking dogs shall be controlled by the animal's owner. Complaints received by the management company regarding a barking dog could result in the removal of the dog at Owner's expense.
4. All noise must be kept to a minimum throughout the Association community pursuant to the CC&Rs.

POOLS AND SPAS

1. Common Area and Conduct rules apply.
2. All persons using the pools do so at their own risk. The Association and the management assume no responsibility for accidents or injury. There is no lifeguard on duty.
3. Pool and spa hours: 6:00 AM to 11:00 P.M.
4. The swimming pools and pool areas are for the use of the Owners, occupants, and their invited guests only.
5. Persons under the age of 14 must be accompanied and supervised by an adult in all pool and spa areas pursuant to the California Code of Regulations, Title 22, Chapter 20, Section 65539(c). Children under the age of five (5) are prohibited from using the spa.
6. Incontinent individuals must wear waterproof garments when using the pools and spas.
7. Disruptive behavior, including noise and music, is prohibited. Personal listening devices (headphones) must be used with all audio devices.
8. Cell phone conversations at the pools are not allowed. Please take calls outside of the pool areas.
9. Reserving of pool furniture is not permitted.
10. No jumping into the pools or diving is allowed.

11. California Building Code (CBC Section 3120B.11) states that persons having active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool or spa.
12. Drinks are allowed only if served in cans or in paper or plastic containers. Glass is not allowed in the pool areas.
13. Articles left by the pools unattended are left at the Owner's risk.
14. Pets are prohibited in the pool areas.
15. Furniture, including the pool deck furniture, is prohibited from being placed in the pool/spa. Pool deck furniture must not be removed from the pool areas.
16. Proper attire befitting the facility is required. All Owners and their guests will refrain from nudity. Only clothing manufactured as swimwear may be worn while in the pool or spa.
17. Tampering with lifesaving equipment is prohibited.
18. All trash must be discarded in the trash receptacles provided.
19. Soap, shampoo, body wash, etc., are prohibited in the pool or spa. Use of such will be deemed a violation and all costs associated with repair of pools/spas are the responsibility of the applicable Owner.
20. When wearing suntan lotion or oil, towels shall be placed over chairs and lounges to protect them.

TENNIS COURTS

1. Common Area and Conduct rules apply.
2. Tennis courts are for the use of Owners, occupants, and their guests.
3. Tennis court hours are 6:00 AM to 11:00 P.M.
4. Maximum play time is 1.5 hours per game unless there are no other subsequent reservations or players waiting.
5. Reservations are required. Reservations may be made after 7:00 AM one day in advance of the desired play time and require unit number, date, and time of game. Players may have only one outstanding reservation at a time. The Reservation Board is located at the east gate of the tennis court.
6. Food and beverages, with the exception of non-glass water bottles, are not permitted.
7. Persons under the age of 14 must be accompanied and supervised by an adult.
8. Pets are prohibited in the tennis court area.

9. Use of any equipment or items that are not specifically designed for tennis, including roller skates, bicycles, or skateboards, is not permitted as they can damage the surface of the courts.
10. Appropriate clothing and shoes are required.
11. Turn off lights when exiting the court.
12. Gates to be closed/locked at all times.
13. Proper court conduct is required at all times.

EXERCISE FACILITY

1. Common Area and Conduct rules apply.
2. Exercise facilities are for the use of Owners, occupants, and their guests.
3. Facility hours are 6:00 AM to 11:00 PM.
4. Use of the facility is at your own risk.
5. Persons under the age of 14 must be accompanied and supervised by an adult.
6. Food and beverages, with the exception of non-glass water bottles, are not permitted.
7. Proper shoes and attire are required.
8. Please use the sanitary wipes provided to wipe down equipment after use.
9. Turn off all equipment, fans, and lights if you're the last to leave.
10. Pets are prohibited in the exercise facility.

DEAUVILLE ROOM

1. Common Area and Conduct rules apply.
2. The Deauville Room is available to all Owners, occupants, and their guests 7 days a week from 6:00 AM to 11:00 PM provided no Association activity or private event is scheduled.
3. Owners and tenants are entitled to reserve the Deauville Room for private events.
4. Reservations must be made via the Deauville website or with the Association's on-site property manager **(Please ensure your reservation time includes the time needed for clean-up and removal of items).**
5. Maximum room capacity is 75 persons.

6. Loud music is prohibited, and music must conclude by 11:00 PM.
7. Amplified speakers are prohibited outside the Deauville Room.
8. All kitchen equipment used including china, glassware, flatware, cooking equipment and appliances must be cleaned, and all cabinets locked at the conclusion of the function.
9. The Association reserves the right to require a security deposit/cleaning fee unless the Deauville Room is being used by an Owner or occupant for political purposes.
10. Grilling or barbecuing on the terrace or in the Deauville Room is prohibited.
11. All non-Association property, including catering and trash, must be removed by the end of the reservation and properly placed in dumpsters.
12. Pets are prohibited in the Deauville Room.

MOTOR VEHICLES AND PARKING

1. All owner vehicles shall be registered at the on-site Deauville office. A decal will be issued for each vehicle, recorded and shared with the Property Management Company. Numbered decals are to be placed inside of the vehicle in the lower right hand corner windshield on the passenger side.
2. Fire lanes are painted red and no parking within those fire lanes is allowed at any time. Violators will be subject to automatic tow-away.
3. Parking garages are for Owners or tenant use only.
4. The number of vehicles on property per unit shall be limited to two (2) unless prior approval is obtained from the Board of Directors.
5. Common Area parking locations, including front awning area, are for Owners, occupants, and guests.
6. Repair and storage of inoperable vehicles is prohibited anywhere on the property. Abandoned vehicles are prohibited. An abandoned vehicle is defined as any vehicle that does not have a current license plate tag or is in a non-operative condition (i.e. flat tire(s), no tires, no engine, no windshield, or lacks any other major part or equipment necessary to operate safely on a highway or street). The owner of said vehicle will be issued a violation notice and shall have five (5) days from the date of notice in which to remove the vehicle from the property or the vehicle will be towed at the owner's expense. Said notice will provide the owner with information concerning the address and telephone number of the towing service.
7. Limousines will not be defined as conventional passenger vehicles, but rather as commercial vehicles unless the owner can demonstrate that such vehicle is their primary source of transportation.

8. Except for temporary parking as defined in Section 5.8.10 of the CC&Rs, commercial vehicles, defined as a truck having a manufacturer's rating of payload capacity greater than 1.5 tons, passenger vans designed to accommodate nine (9) or more people, and/or any vehicle with a utility body on which materials and/or tools are visible, or with a body type normally employed as a business vehicle whether or not a sign is displayed on any part thereof (a motor vehicle license plate shall not be material to the foregoing definition) shall not be parked, stored, or kept on the property.
9. Except for being temporarily parked on the property for the purpose of actively loading or unloading immediately prior to or after use, recreational vehicles as defined in Section 5.8.8 of the CC&Rs are not permitted to be parked, kept, or stored on the property.
10. Vehicles shall travel at a safe and reasonable speed while in the community.
11. Vehicles are to be parked within the designated parking areas as marked.
12. Vehicles in violation of these Rules and Regulations are subject to towing. Vehicle Code Section 22658, et Seq.
13. All vehicles on the property must have current registration tags. Vehicles must be owned or leased by an Owner, guest, or tenant.
14. Vehicles must be maintained so as not to damage the parking area and paved surfaces (e.g. leaking oil or other fluids). A violation notice will be issued for non-compliance and all related expenses will be the responsibility of the applicable Owner if the Association determines that the Owner is responsible for said damage pursuant to a hearing. This may include an assessment to the Owner's account for concrete and asphalt repairs.
15. The Association (and the Board of Directors) shall not be responsible for the maintenance, insurance, liability, theft, vandalism, or any damage which may be sustained by any vehicle. THE VEHICLE(S) OWNER SHALL BE TOTALLY RESPONSIBLE FOR ANY VEHICLE PARKED UPON ASSOCIATION PROPERTY AND SHALL INCLUDE PERSONAL AND/OR PRIVATE PROPERTY.

RENTER AND GUEST PARKING

1. Owners will be provided with two (2) numbered permits for guest/renter use when parking overnight at the Deauville. Owners are responsible to maintain their guest/renter permits just as you are responsible for maintaining your entry fobs. There will be a \$25 charge to replace lost permits. Damaged permits may be turned into the Property Supervisor and exchanged at no charge.
2. It is the owner's responsibility to ensure that their overnight guests/renters properly display their permit(s).
3. Permits are to be placed either on the passenger side dashboard or hung from the rear view mirror, clearly displaying the permit number.

LONG TERM PARKING

1. Owners who wish to leave a vehicle long term (in excess of 60 days) will be required to sign a Long Term Parking Assumption of Risk, Release from Liability and Indemnification Agreement.
2. It is the Owner's responsibility to ensure that their stored vehicle is registered with the Property Supervisor and clearly displays the proper identification decal.
3. Owners who wish to store a vehicle on the property for more than sixty (60) days will be assigned a storage space on a first come/first serve basis by the Property Supervisor. This is to limit stored vehicles to no more than ten (10) per building.
4. Storage of vehicles is permitted for owners' vehicles only, unless prior written approval is obtained from the Board of Directors.
5. Only two (2) vehicles per unit may be stored.
6. If a stored vehicle is covered the cover must remain in presentable condition.
7. Stored vehicles must remain legally registered with current license tab.
8. Stored vehicles must be operational at all times, including tires and batteries.
9. Vehicles may not be stored in excess of six (6) months without written approval from the Board of Directors.
10. It may be necessary to move a vehicle in case of emergency or to accommodate Association maintenance. Therefore, a key should be left with a neighbor or the Property Supervisor.

STORAGE ROOMS

Storage rooms are for the use and convenience of Owners only. The storage areas must be maintained in a fashion which does not attract rodents, insects, or in any way create a fire hazard or other unsafe condition for owners.

The Association shall not be responsible for insurance, liability, theft, or vandalism of items stored. PROPERTY IN THE STORAGE ROOMS IS AT THE OWNER'S RISK.

Management will inspect storage rooms quarterly. The schedule will be placed on the HOA calendar.

1. Locked cabinets and shelving must be constructed of metal, plastic, or wood and meet the following:

Maximum width: 4 feet
Maximum height: 7 feet
Maximum depth: 2 feet
2. Sturdy plastic tubs may be used and may be stacked to a maximum of 6 feet.
3. Cardboard boxes, plastic or paper bags or loose items on the floor or shelving is prohibited.
4. The following items are not permitted to be stored:
 - A. Furniture
 - B. Appliances
 - C. Doors or screens
 - D. Construction material
 - E. Building materials (such as paint)
 - F. Automotive items (including batteries, tires and gas cans)
 - G. Flammable, hazardous or chemical items
5. Flammable, hazardous or chemical items will be removed immediately by management without notice.
6. ALL ITEMS (CABINETS, SHELVING, TUBS) MUST BE LABELED WITH THE ASSOCIATION PROVIDED LABELS AND CONTAIN OWNER'S NAME AND UNIT NUMBER. UNLABELED ITEMS MAY BE DISCARDED (WITH ADVANCE NOTICE ONLY IF THE OWNER IS KNOWN) AT THE ASSOCIATION'S DISCRETION.
7. Refer to Storage Room and Key Agreement / Bicycle Storage Room and Key Agreement for assigned location and requirements of use. Keys to storage rooms are to be obtained from the Property Supervisor after signing the key agreement.

UNIT SALES AND LEASING PROCEDURES

1. All Buildings and Common Areas designated for residential use shall be used, improved and devoted exclusively to and for residential use. Nothing herein shall be deemed to prohibit an Owner from leasing a Unit.
2. All lease/rental agreements for any Unit within The Palm Springs Deauville shall contain a provision binding the renter(s) to the terms and conditions contained in the Association's Governing Documents, including without limitation, these Rules and Regulations. Owners are required to provide each tenant with a copy of these Rules and Regulations. Copies can be obtained in the management office on site.
3. Each Owner will be liable to the Association for any damage to the Common Area or to Association owned property caused by their tenant or guests of tenants. Failure of any tenant to comply with these Rules and Regulations may subject the Owner to fines and penalties.
4. Leasing of Units must comply with all applicable City of Palm Springs municipal codes.

5. Minimum rental period is fourteen (14) nights for owners who obtained title after March 20, 2020 and three (3) nights for owners who owned prior to that date. Any advertising of a unit for lease or rent must state on page one in the ad what the minimum rental period is.
6. Any Owner who rents/leases their Unit must provide the management company within 24 hours of the start of the lease a copy of the lease or Occupancy of Residential Tenant Form which lists the name(s) of the tenants, a description of their vehicle(s) and their phone numbers or other appropriate contact information.
7. Real estate signs, including For Sale, For Rent, and For Lease signs, must be professionally made and conform to standard size as dictated by the HOA. Any real estate sign must be displayed from a unit window. Only one main sign (e.g. FOR SALE) per Unit is permitted. Signs indicating a Unit is sold must be removed at close of escrow.

BICYCLE STORAGE

Bicycle storage rooms are available. The conditions of use are not specifically included here as they may need to be updated on a more regular basis. Please see the Property Supervisor for the most current rules.

MEETINGS

The monthly meetings of the Association are held in the Deauville Room (see agenda postings for dates/times). Owners are welcome to attend all open Board meetings. An open forum is provided at each open meeting to provide Owners with an opportunity to speak.

Following the open forum the Board of Directors conducts the business of the Association. Owners are welcome and encouraged to stay for the entire open meeting. However, so that the Board can conduct the business of the Association without interruption or distraction, Owners may observe, but shall not have a voice or contribute to the meeting unless specifically called upon by the meeting chair.

Owners are asked to respect the decorum of the proceedings and to refrain from speaking out of turn or from yelling or speaking over other Owners or the Board. No alcoholic beverages are allowed at any Association business meeting.

Owners violating such protocols may be asked to leave the meeting and/or to not attend future meetings.

CRIMINAL OR SUSPICIOUS ACTIVITY

If you observe any suspicious or illegal activity, CALL THE POLICE IMMEDIATELY. Give your report in calm, slow and precise language. DO NOT CONFRONT THE PERSONS INVOLVED.

The management company should also be contacted as soon as possible so that a central and complete record can be compiled.