



**M.S. HOMEOWNERS ASSOCIATION
c/o COMMUNITY ASSOCIATION FINANCIAL SERVICES
PO Box 2805
PALM SPRINGS, CA 92263**

May 2023

ANNUAL POLICY STATEMENT

In accordance with Civil Code Section 5310 we have enclosed the following for the year ended June 30:

Association's Designated Recipient *Civil Code §§5310(a)(1), 4035*
Right of Notice to Two Addresses *Civil Code §§5310(a)(2), 4040(b)*
General Notice Location *Civil Code §§5310(a)(3), 4045(a)(3)*
Right to Receive General Notice by Individual Delivery *Civil Code §§5310(a)(4), 4045(b)*
Right to Receive Board Minutes *Civil Code §§5310(a)(5), 4950(b)*
Assessment Collection Policy *(Civil Code §§5310(a)(6), 5730*
Assessment Default Enforcement Policy *(Civil Code §§5310(a)(7)*
Governing Document Enforcement and Fine Policy *Civil Code §5310(a)(8), 5850*
Dispute Resolution Procedure Summary *Civil Code §5310(a)(9), 5920, 5965*
Architectural Guidelines and Procedures *Civil Code §§5310(a)(10), 4765*
Overnight Payment Mailing Address *Civil Code §§5310(a)(11), 5655*
Miscellaneous Information *Civil Code §5310(a)(12)*

M.S. Homeowners Association
Board of Directors

**M.S. HOMEOWNERS ASSOCIATION
c/o COMMUNITY ASSOCIATION FINANCIAL SERVICES
PO Box 2805
PALM SPRINGS, CA 92263
760.323.7475 PH ~ 760.323.8763 FAX**

NOTICES

ASSOCIATION'S DESIGNATED RECIPIENT:

If a provision of the Davis-Stirling Act requires that a document be delivered to Mountain Shadows Homeowners Association, the document shall be delivered to Lee Bothe at Community Association Financial Services (CAFS) by email at Lee@CAFSHOA.com, by fax at 760-323-8763, by mail or by personal delivery at 1111 E Tahquitz Cyn Way, Ste 103, Palm Springs, CA 92262. If the document is delivered by personal delivery a written receipt shall be provided.

RIGHT OF NOTICE TO TWO ADDRESSES:

Upon receipt of a written request by a member, identifying a secondary address for delivery of certain notices, the association shall deliver an additional copy of those notices to the secondary address identified in the request.

GENERAL NOTICE LOCATION:

Documents that may be delivered by General Notice will be posted on 2 bulletin boards, one in the Pavilion and one behind the office. Notices will also be posted to the Association website.

RIGHT TO RECEIVE GENERAL NOTICE BY INDIVIDUAL DELIVERY:

If a member requests to receive general notices by individual delivery, all general notices to that member shall be delivered by either first-class mail, postage pre-paid, or e-mail, if the recipient has consented, in writing, to that method of delivery. The consent may be revoked, in writing, by the recipient.

RIGHT TO RECEIVE BOARD MINUTES:

The minutes, or minutes proposed for adoption that are marked to indicate draft status, of any board meeting, other than an executive session, shall be available to members within 30 days of the meeting. The minutes or proposed minutes, shall be distributed to any member upon written request and upon reimbursement of the association's costs for making that distribution.

A member requesting individual delivery of minutes of any open meeting should send their request, in writing, to Lee Bothe at CAFS by email to Lee@CAFSHOA.com, or by fax to 760-323-8763 or by first-class mail to 1111 E Tahquitz Canyon Way, Suite 103, Palm Springs, CA 92262.

COLLECTION POLICY FOR DELINQUENT ASSESSMENTS

M.S. HOMEOWNERS ASSOCIATION

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, NATIONAL ORIGIN, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.1 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

M.S. HOMEOWNERS ASSOCIATION
ASSESSMENT COLLECTION POLICY AND STANDARDS FOR PAYMENT PLANS

Effective July 1, 2015

(Civil Code Reference changes effective January 1, 2014)

Prompt payment of Assessments by all owners is critical to the financial health of the Association, and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, and payment plan standards;

1. **Due Dates:** Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.
2. **Obligation to Pay:** Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the subject property (the "Property") at the time the assessment or other sums are levied. Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association.
3. **Late Charges:** Unpaid assessments are delinquent 15 days after the first of the month. Late charge of 10% will be charged for any assessment which is not paid in full by the end of the month.
4. **Interest:** Interest on the balance due will accrue at the rate of 10% per annum commencing thirty (30) days after the assessment becomes due.
5. **Application of Payments:** Any payments received will be applied first to assessments owed, and, only after assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.
6. **Delinquency Notice:** If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner will be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
7. **Right to Submit Secondary Address:** Owners may submit a written request to the Association to use a secondary address. Any such request may be mailed to the Association (at the address indicated below) in a manner that shall indicate that the Association has received it (e.g., via certified mail). *Civil Code §4040 (b)*. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.
8. **Suspension of Privileges:** Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 45 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities, may be suspended after notice and a hearing pursuant to Corporations Code *Civil Code §7341*. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges.
9. **Pre-Lien Notice:** Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by *Civil Code §5660 (a)-(f)*, by certified and first class mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.
10. **Opportunity to Meet and Confer:** An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy adopted pursuant to *Civil Code §5910*.
11. **Right to Request a Payment Plan:** Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the Board or its appointed committee will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with the Standards for Payment Plans set forth below.
12. **Standards for Payment Plans:** Payment plans will be considered on a case-by-case basis. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon the duration of the payment plan. Any request for a payment plan which exceeds six months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the

repayment period to secure the debt while the payment plan is pending. Payment plans must provide for full payment of the delinquent amounts, in addition to the amounts which will accrue during the repayment period, including any regular and/or special assessments, and any fees and/or costs entered into, additional late charges will not accrue for so long as the owner complies with the terms of the payment plan. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan.

13. **Lien:** If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, late rest and/or costs of collection, including attorneys' fees may be recorded against the owner's Property. The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting.
14. **Notice of Recordation of Lien:** A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of the recordation of the lien. Any lien recorded by the Association will remain as an encumbrance against the Property until the debt secured thereby is satisfied.
15. **Dispute Resolution:** Prior to initiating foreclosure of any lien, the Association shall offer to the owner of the Property, and if so requested by the owner, shall participate in dispute resolution in accordance with the Association's Internal Dispute Resolution Policy, or in alternative dispute resolution with a neutral third party pursuant to *Civil Code §5935*, the decision to pursue internal dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.
16. **Foreclosure of Lien:** The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.
17. **Notice to Owner of Decision to Foreclose:** If the board of directors decides to initiate foreclosure of a lien, it shall provide notice of such decision to the owner pursuant to *Civil Code §5705 (c)*. Such notice will be by personal service to an owner who occupies the Property or to the owner's legal representative. The board shall provide written notice to an owner of Property who does not occupy the Property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's Property shall be treated as the owner's mailing address.
18. **Release of Lien Upon Satisfaction of Debt:** Within 21 days of receipt of full payment to satisfy a lien, the Association will record a release of lien, and provide a copy thereof to the owner.
19. **Right to Inspect Records:** Owners have the right to inspect certain Association records pursuant to Corporations Code §8333 to verify the debt.
20. **Association's Address:** Mailing address for overnight payment of assessments:
M.S. Homeowners Association
c/o CAFS
1111 E Tahquitz Cyn Way, Ste 103
Palm Springs, CA 92262
21. **Association's Right to Collect by Any Lawful Means:** Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

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 of 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) of Chapter 8 of Part 5 of 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 the 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, the owner 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 for the 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 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.)



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).

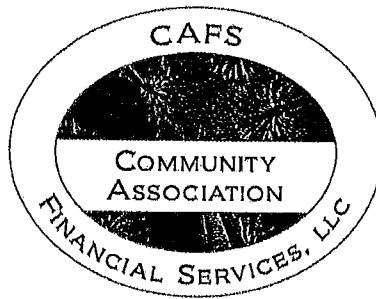
What this means, in general, is that in those prescribed types of disputes, before filing a lawsuit, an attempt must be made to settle. This must be done in a semi technical manner. The method of beginning the attempt at ADR is to serve on the opposing party a Request for Resolution. With certain exceptions, 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.



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.

**MOUNTAIN SHADOWS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
2023**

We as owners desire to live and/or play in a safe and secure environment where each respects the other and the rules set forth to govern us. To that end here is a restatement of the 2016 Rules and Regulations and added emphasis to some of our CC&R's that tend to be forgotten.

RENTALS: When Mountain Shadows was set up as a condominium association, it was understood that some of the condos would be used for rental purposes. It is clearly stated that an owner must comply with "all applicable federal, state, and local laws, ordinances and rules". The City of Palm Springs currently allows condo owners to rent their property full time, as a seasonal rental, or as a vacation rental. A vacation rental is defined as less than 28 days. All vacation rentals must be registered with the city and are subject to a hotel tax and the rules established for them by the city. The fines for failing to register, pay the tax, or allow conduct either in violation of their ordinance or the CC&Rs are substantial. All rental agreements between owner and tenant must be in writing and the tenant must agree to abide by our CC&Rs. Please post in a visible window a copy of your Vacation Rental Registration Certificate and provide to the office a copy of the tenant agreement with a management company or responsible party. This information will help Mountain Shadows with any security issues.

REALTORS: Realtors offering a property for sale or rent are allowed only one "For Sale" or "For Rent" (not more than 18" by 24") displayed in the windows. Such signs must comply with local laws and regulations. An "Open House" may be staged at the property only when a realtor is on the property to conduct the open house. Access to the property for the realtor and his/her guests may be secured through the office during the office hours of 8:00am to 12:00pm Monday through Friday. The condo owner's gate code or any other known gate code is not to be advertised or used under any circumstances.

TENNIS AND PICKELBALL COURTS:

1. Court hours are 6:30am until 10:00 PM. If the lights are required, please remember to turn off the lights when finished.
2. Tennis shoes and proper attire are required at all times.
3. When players are waiting, warm-up matches must not exceed 5 minutes. Only one set may be played, and as necessary the outcome determined by one extra game.
4. Waiting persons must remain in person on the court desired. One person cannot hold a court.
5. All activities other than tennis or pickleball are prohibited on the tennis courts.
6. Guests are not allowed on the courts unless the owner or tenant is present.
7. No glass containers are permitted in the court area.
8. Tennis balls are not to be hit against the wind screen, only on the backboard.
9. Sound producing systems are not allowed on the tennis courts.
10. All players should conduct themselves under the rules of common tennis etiquette.

**MOUNTAIN SHADOWS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
2023**

POOL AND SPA: SWIM AT YOUR OWN RISK. THERE ARE NO LIFEGUARDS ON DUTY.

1. There is absolutely no diving.
2. Pool hours are from 6:00am to 11:00 pm. Please be respectful of others at the pool and of the privacy of owners residing nearby.
3. Children under the age of 14 are not permitted in the pool unless supervised by an adult. Unsupervised children under the age of 16 are not permitted in the spa.
4. No glass containers or breakable items are permitted around the pool areas. Food and drink are welcome in the pool area but not in the pool. Please clean up after yourself.
5. All swimmers must wear swimsuits. Cutoffs or ordinary underwear are not allowed.
6. Please keep your radio volume at a level for your individual enjoyment or wear headphones or ear buds while playing music if you would like it a little louder.
7. Pool furniture may not be reserved and must not be removed from the pool area.
8. Pool equipment and controls must not be tampered with under any circumstances. This includes skimmers and life saving devices.
9. People using floats should be courteous, move to the side, and allow swimmers to use the length of the pool.
10. No pets are allowed in the pool area at any time.
11. No running, jumping, diving or flying objects inside the pool or pool area.
12. Bicycles, skateboards, rollerblades or skates, golf carts, or other motorized or non-motorized conveyances are not allowed in the pool area. Baby strollers are an exception.
13. Smoking and vaping are prohibited in the pools and spa area.
14. No bubble bath or liquid soap is allowed in the pool or spa areas.
- 15.

USE OF COMMON AREA: Mountain Shadows welcomes family reunions, birthday parties, and the like. If you have a group larger than 10 people and you find your patio too small, the pavilion is available for your use. A \$200.00 damage deposit is required and a written acknowledgment of the rules and waivers of liability. The main pool area is open for your use as well but request you courtesy and cooperation to others that may wish to use the pool.

PATIOS:

1. Facing the Street or Golf Course: It is the owners' responsibility to keep all patios free of debris including broken furniture, boxes, fruit, leaves etc. The landscaping company is not responsible for maintaining your patios.
2. Interior Patios- Owners are responsible for all interior landscaping including trimming trees or plants and removing any fallen fruit.
3. Covered Patios: Owners are to maintain the exterior covers including any chipping paint, torn covers, or torn screens

**MOUNTAIN SHADOWS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
2023**

VEHICLES:

1. Maximum speed within this development is 10 miles per hour.
2. All vehicles must have current license plates and tags on the vehicle.
3. One assigned covered parking space is provided with every unit. An additional uncovered space is also available. Additional vehicles must be parked outside the complex without the express written permission of the Board. Guest parking is allowed in uncovered parking areas only. Failure to park in your assigned space may result in your vehicle being towed at the owner's expense. There is no overnight parking on the streets.
4. No vehicle may park diagonally or horizontally across more than one parking space.
5. No parking in red curbed areas. These are immediate tow away zones.
6. No RV, motor home, camper, boat, trailer, or bus may be parked in the complex for more than 4 hours.
7. No repair of autos or other motor vehicles is allowed, except for very minor repairs.
8. Vehicles with a high-level noise factor (such as dirt bikes and motorcycles) are not to be ridden in this development except for entrance and exit.
9. Parking on all curbs is for unloading and loading as stated in the CCR'S 5.9.10.
10. Electric Cars: Cars are to be parked directly behind the owners unit or closest guest parking spot to hook up electric devices onto their patio. Cord covers are required over the electric line from the car to the patio.

ANIMAL CONTROL:

1. Animals are not allowed in pools, the spa, pool areas or on the tennis courts.
"ANIMALS AND PUBLIC SWIMMING POOLS California - Code of Regulations (22 CA ADC § 65534)" Animals shall not be permitted in a public pool or pool area excepts as provided in Civil Code sections 54, 54.1, and 54.2.
2. No cats or dogs are allowed on any common area of the property unless leashed and accompanied by a responsible person.
3. Owners are responsible for cleaning up after their pets including the common areas and an owner's patio or front or back yard.
4. Owners must control disturbances created by their pets such as excessive barking or howling.

SIGNS: Signs on stakes are prohibited. The exception is a small stake sign advising that the home is controlled by a security system. Only one security sign is allowed.

SERVICES:

1. All services from contractors to maid service hours are M-F 8:00 am to 7:00 pm and Saturday 8:00 am to 5:00 pm regardless of family member associations. Unit cleaning services are allowed on Sundays from 11:00-4:00 pm. No other work is allowed on Sundays except in emergencies.
2. All service vehicles are to have the name of the company on their vehicle or at minimum on a piece of paper stating their name and address and unit number they are working in on the dashboard.

**MOUNTAIN SHADOWS HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
2023**

GARBAGE AREAS:

1. Palm Springs has a mandatory code for organic recycling
Please use the green bins to strictly recycle the following:
FOOD: Paper products with food, bones, breads and grains, cheeses, coffee grounds and filters, dairy products, food waste, fruits and vegetables, meat, oils, poultry, tea bags.
LANDSCAPE: Green waste, plant trimmings, pruning waste, trees, branches, trunks, untreated wood.
2. Regular garbage is to be disposed of in the large dumpster.
3. Recycled boxes are to be broken down and put in blue bins. Do not put them in the large dumpster.
4. Recycled cans, bottles, and plastics are to be disposed of in blue bins.

All Rules and Regulations are for all, not a select few. You not only own the condominium in which you live; you also own an interest in the common areas. All owners are responsible for their guests and tenants and shall be so held responsible. The Board of Directors, by virtue of their inherent authority, may enforce all rules and may affix fines and/or liens for damages incurred by violation of the Rules and Regulations as set forth.

Special Reimbursement Assessments:

The following is the schedule of special reimbursement assessments to pay for or reimburse Mountain Shadows Homeowners Association for the cost incurred to enforce against violations of the Association's CC&R's, Bylaws, and/or Association Rules & Regulations by an individual owner, his or her family, guests, tenants, lessees and/or invitees, or (ii) to bring any owner or his/her Unit into compliance with the governing documents:

Warning	No Charge
2 nd Notice of Violation	\$200.00
3 rd Notice of Violation	\$300.00
And each one thereafter	\$500.00

A special assessment in the foregoing amounts may be imposed after a noticed hearing with the Board of Directors is provided to the violation owner.

6.7 Water Intrusion Damage. Notwithstanding any other provision in the Governing Documents, each Owner shall be solely responsible for causing the repair or replacement of any damage (including but not limited to mold rehabilitation and remediation) to any and all interior items of his/her/its Residential Unit/Lot and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, caused by water intrusion from whatever source. An Owner may obtain and maintain such insurance, at his/her/its sole expense, to protect against any damage or loss of property due to water intrusion, or the cost of repair or replacement of damaged items for which such Owner is responsible. The Association shall not be liable for damage to property in the Project resulting from water which may leak or flow from outside of any Residential Unit/Lot or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, agents or employees.

6.8 Rodent or Insect Damage. Notwithstanding any other provision in the Governing Documents, each Owner shall be solely responsible for causing the repair or replacement of any damage to any and all interior items of his/her/its Unit, and the cost thereof, including, but not limited to, any personal property, decorations, interior surfaces, floor and wall coverings, appliances, fixtures or other items therein, caused by rodent or insect damage from whatever source. Association shall not be liable for damage to personal property, wall coverings floor treatment or any other fixtures or furnishings within the interior of the Unit, resulting from rodents or insects which may damage the inside or outside of any Unit or from any part of the building, or from any pipes, drains, conduits, appliances or equipment or from any other place or cause, unless caused by the gross negligence of the Association, its Board, officers, agents or employees.

ARTICLE 7 — ARCHITECTURAL AND DESIGN CONTROL

7.1 General. Any change or improvement to the exterior of a Unit, any Exclusive Use Common Area, or to the interior which affects the exterior of Unit, or any mechanical or service systems (HVAC systems, gas, water or electrical pipes or wires, etc.), or the structural integrity of any building, shall be governed by this Article. Changes or improvements to the Common Area by the Association do not need to comply with the requirements of this Article. The powers and duties set forth in this Article shall be vested in, and exercised by, the Board. The Board may establish an Architectural Committee as provided herein to assist the Board in reviewing architectural submittals, and to provide recommendations to the Board with regard to approval or disapproval of any submittal.

7.2 Architectural Changes Not Requiring Prior Approval. Nothing contained herein shall be construed to limit the right of an Owner to (1) paint the interior of his/her/its Unit any color desired; (2) make minor repairs to the exterior of the Unit; (3) improve or alter any improvements within the interior of the Unit, provided such improvement or alteration is in accordance with the Architectural Guidelines, and does not impair or alter the Common Area, any utilities, or other systems servicing the Common Area or other Units.

7.3 Architectural Changes Requiring Prior Approval. Nothing may be erected, placed or planted on the exterior of any Unit, or on the Common Area by any Owner, including any building, fence, wall, pool, spa, obstruction, outside or exterior wiring, screen, patio, patio cover, tent, awning, courtyard cover, trellis, tree, grass, shrub or other landscaping, any improvement or structure of any kind without the prior written approval of the Board. Modifications to the interior of Units which have the potential to affect the Common Area walls, roofs or other areas also shall require Association prior approval. Additionally, prior written Board approval shall be required for any alteration, modification, painting or other change or addition to any existing exterior improvement or landscaping.

7.4 Procedure for Obtaining Approval of Architectural Changes. The procedure for obtaining approval of any architectural change shall be as follows:

7.4.1 Complete plans and specifications showing the nature, kind, shape, color, size, height, materials to be used and location of any proposed improvements, alterations or landscaping, as well as the proposed contractor and any other information as required by the Board, shall be prepared by the requesting Owner and submitted to the Architectural Committee.

7.4.2 The Architectural Committee shall review the submission and provide a written recommendation to the Board of Directors on any such submission, including the reasons for any decision, to the Board of Directors. The Board of Directors shall then respond with approval/disapproval to the requesting Owner within sixty (60) days of receipt of such submission.

7.4.3 The Board shall have the right to extend this sixty-day time line for an additional sixty (60) days upon written notice to the Owner. In considering any architectural submittal in conformance with the Architectural Guidelines, if the Board denies an Owner's architectural request, the requesting Owner shall have a period of fifteen (15) days to request a hearing, in which case the Board of Directors shall review the requesting Owner's architectural submission at an open Board meeting and render a decision within sixty (60) days of receipt of the request. All approvals by the Board of Directors must be in writing. Oral approvals shall not be deemed effective.

7.4.4 Once an Owner has obtained approval for an architectural submittal, work on such approved submittal shall promptly commence and shall be completed within a reasonable time.

7.5 **Inspection of Work.** The Board may require that final approval of an architectural submittal be conditioned upon an inspection of the completed work. Provided a final inspection is required, the Owner shall be responsible for the costs associated therewith. After such inspection, the Board shall provide the Owner with written notice of either a letter of completion or a letter of noncompliance, setting forth either: (a) all improvements made and other work completed by said Owner complies with the Governing Documents, or (b) such improvements or work do not so comply, in which event the notice shall identify the non-compliance improvements or work and set forth with particularity the basis of such non-compliance. In the event the work is found not to comply with the Governing Documents, the Owner shall promptly correct such deficiency and reapply for another inspection, or shall remove the proposed improvement and return the area to its original condition. Members of the Architectural Committee, Board of Directors, and/or appropriate Association staff, after giving due notice, may enter upon any Unit without liability of the Owner for the purpose of enforcing any and all provisions of this Article 7.

7.6 **Standard of Architectural Review.** An architectural submittal made by an Owner shall be reviewed for conformity with the Architectural Rules. Additional factors to be considered include, but are not limited to, the quality of proposed workmanship, the design and harmony of the improvement with existing structures, the location of the improvement in relation to surrounding structures, topography, drainage and finish grade elevation, Owner and contractor insurance coverage, compliance with governmental permit requirements and contractor license status.

7.7 **Architectural Rules.** The Board may, in its sole discretion, adopt, amend and repeal, as it deems necessary and by majority vote, rules and regulations to be known as "Architectural Rules." Said Architectural Rules shall interpret and implement the provisions of this Article by setting forth the standards for review by the Board and Architectural Committee and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project, provided, however, that said Architectural Rules shall not be in derogation of the standards required by this Restated Declaration. The Architectural Rules may also address the information which is required to be presented in connection with an architectural submittal.

7.8 **Variations from Architectural Rules.** The Board may authorize variations from compliance with any of the architectural provisions of this Restated Declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, which circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration may require. Such variations must be

evidenced in writing, must be signed by at least a majority of the members of the Board of Directors, and shall become effective upon Recordation. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Restated Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Restated Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of his/her/its Residence.

7.9 Architectural Committee. The Architectural Committee shall consist of three (3) to five (5) members, formed as follows:

7.9.1 The Board shall have the right and the duty to appoint all of the members of the Committee.

7.9.2 Members appointed to the Committee by the Board shall be Members of the Association.

7.9.3 One Board member shall be a member of the Committee and shall serve as its chairperson.

7.9.4 Members shall be appointed for terms as prescribed by the Board, provided that no term may be less than one (1) year. Notwithstanding the foregoing, all members of the Committee may be removed by the Board at any time with or without cause.

7.9.5 The Committee shall meet as often as it deems necessary to properly carry out the obligations imposed upon it, unless otherwise directed by the Board.

7.9.6 The Architectural Committee's recommendation required by this Restated Declaration must be decided by a majority vote of the Committee in attendance. If the Committee determines to make its recommendation to the Board of Directors through written consent, at least a majority of the entire Committee shall be required to execute the written consent before the Committee's recommendation shall be effective.

7.10 Compensation. The members of the Board and Architectural Committee shall receive no compensation for services rendered, other than reimbursement by the Association for expenses incurred by them in the performance of their duties hereunder.

7.11 Liability. Neither the Board, the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings, and specifications, and (c) the development of any property within the neighborhood.

7.12 Enforcement. In addition to other enforcement remedies set forth in this Restated Declaration, the Board shall have enforcement rights with respect to any matters required to be submitted to and approved by it, and may enforce such architectural control by any proceeding at law or in equity in accordance with this Section.

7.12.1 No work for which approval is required shall be deemed to be approved simply because it has been completed without a complaint, notice of violation or commencement of a suit to enjoin such work.

7.12.2 The Board shall have the authority to order an abatement of any construction, alteration or other matter for which approval is required to the extent that it has not been approved by the Board or if it does not conform to the plans and specifications submitted to the Board or Committee.

7.12.3 If the Owner fails to remedy any noticed noncompliance within the time frame identified by the Association, the Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall not be less than ten (10) days after the notice of the noncompliance is issued by the Board to the Owner, and to any other interested party.

7.12.4 At the hearing, the Owner and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board shall determine whether there is a noncompliance.

7.12.5 If a noncompliance is determined to exist, the Board shall require the Owner to remedy or remove the same within such period or within any extension of such period as the Board, at its discretion, may grant.

7.12.6 If the Owner fails to take corrective action after having a reasonable opportunity to do so, the Board at its option, may pursue all legal and equitable remedies available to remedy or remove the noncomplying improvement and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not properly repaid by the Owner to the Association, the Board shall recover such expenses through the levy of an enforcement assessment against such Owner. In addition to all of the remedies available to the Association (including but not limited to an Enforcement Assessment and/or suspension of privileges), and to the extent permitted by California law, the Association has the right to record in the office of the Riverside County Recorder a Notice of Non-Compliance against the Unit of the Owner who fails to take the corrective action as described above. This Notice shall remain against the Unit until the corrective action has been taken, as determined by the Board of Directors, at which time the Association will record a Release of said Notice.

7.12.7 The approval of any plans, drawings or specifications for any work of improvement done or proposed, or for any other matter requiring the approval under this Restated Declaration, or any waiver thereof, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval by the same or some other Owner. Different location for improvements, the size of the structure, proximity to other residences or the Common Area and other factors may be taken into consideration by the Board or Committee in reviewing a particular submittal.

7.12.8 If any legal proceeding is initiated to enforce any of the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to the costs of such proceeding.

7.13 Non-Compliance with Laws. Neither the Association, the Board nor the Architectural Committee shall be responsible for any non-compliance with any governmental law, rule or regulation of any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications approved by the Board or any defect in any conditions or requirements they may have imposed with respect thereto.

7.14 Approval by Governmental Entities. Prior to commencing any alteration or improvements approved by the Association, the Owner shall comply with all appropriate governmental laws and regulations. The Association shall not be obligated to enforce the provisions of this Section. Approval by the Association shall not be considered to satisfy the appropriate approvals that may be required by any governmental entity with appropriate jurisdiction, nor shall the approval of any governmental entity be considered to completely satisfy the requirement of Association approval. An Owner's failure to obtain such governmental approval may

subject such Owner to certain penalties imposed by the governmental entity, notwithstanding the approval of the Association, which penalties shall be the responsibility of such Owner.

ARTICLE 8 — INSURANCE

8.1 Property Insurance. The Association shall obtain and maintain a master or blanket property insurance policy that shall provide coverage against losses caused by fire and all other hazards normally covered by a "special form" policy or its equivalent for the insurable replacement value of all of the buildings containing the Residential Units, as well as all other improvements within the common area ("Master Property Insurance"). The Master Property Insurance shall be, at a minimum, a "bare walls policy," provided, however, that the Association has the right, but not the obligation, to include within the Master Property Insurance additional items, such as floor and wall treatments, cabinets, built-in appliances and other fixtures. The amount of any deductible shall be determined by the Board. This insurance shall be maintained for the benefit of the Association, the Owners, and their Mortgagees, as their interests may appear as named insured, subject, however, to any loss payment requirements set forth in this Restated Declaration. If required by any First Mortgagee who notifies the Association of its requirement, and if economically feasible and available, such policies shall contain an agreed amount endorsement, an inflation guard endorsement, and a construction code endorsement.

8.2 General Liability Insurance. The Association shall obtain and maintain a policy or policies insuring the Association, its officers, directors, agents and employees, the Owners, and the Owner's invitees, guests, employees, and their agents against any liability for bodily injury, death, and property damage arising from the activities of the Association and its Members, with respect to the Common Area and any property owned by the Association, including but not limited to General Liability Insurance. Limits of liability under the insurance shall not be less than two million dollars covering all claims for death, personal injury, and property damage arising out of a single occurrence.

The limits and coverage shall be reviewed at least annually by the Board and increased or decreased in its discretion. Such policies shall include a provision for at least ten (10) days' prior written notice to the Association, and to each First Mortgagee which is listed as a scheduled holder of a First Mortgage in the insurance policy, of any cancellation or substantial modification.

8.3 Directors and Officers Liability Insurance. The Association shall obtain and maintain one or more policies of insurance which include coverage for individual liability of officers and directors of the Association for negligent acts or omissions of those persons acting in their capacity as officers and directors. Limits of liability under this insurance shall be determined by the Board at its sole discretion, provided, however, that said limits shall not be less than two million dollars.

8.4 Fidelity Bond Coverage. The Association shall also purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. If there is a management agent who handles Association funds, such agent shall also be covered by a fidelity bond. As long as commercially available, the Association shall require coverage equal to or more than the combined amount of the reserves of the association and total assessment revenue for three (3) months per Civil Code §5806 or any successor statute thereto. The fidelity bond shall also include computer fraud and funds transfer fraud if the association is using a management company or managing agent. The association's fidelity bond shall additionally include dishonest acts by that person or entity and its respective employees.

8.5 Other Association Insurance. The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association also may purchase and maintain a blanket policy of flood insurance, and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Project and a decision not to rebuild. The Association may purchase such other insurance the Board considers necessary

**M.S. HOMEOWNERS ASSOCIATION
c/o COMMUNITY ASSOCIATION FINANCIAL SERVICES
PO Box 2805
PALM SPRINGS, CA 92263
760.323.7475 PH ~ 760.323.8763 FAX**

NOTICES

OVERNIGHT PAYMENT MAILING ADDRESS:

You may send your payment via any overnight method to the following address:
1111 E Tahquitz Canyon Way, Suite 103, Palm Springs, CA 92262.

MISCELLANEOUS INFORMATION:

Letter from Board President and Treasurer