

July 20, 2019

SMALL MOUNTAIN HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

INTRODUCTION

The Small Mountain Homeowners Association **Rules and Regulations** (the "**Rules**") are developed and approved by the Association's Board of Directors to define the responsibilities of owners, residents, and guests. As such, they expand and further clarify relevant sections of the HOA's Governing Documents. Adherence to the **Rules** will allow our community to maintain its common elements while protecting individual rights.

The Small Mountain **Rules** reflect appropriate city, county, state, and federal statutes where applicable, and have been reviewed by Legal Counsel. The Board of Directors will revise and reapprove these **Rules** as needed.

The Board of Directors and Management are responsible for enforcing the **Rules** fairly and consistently. Owners, residents, and guests are to abide by the **Rules**. The Board of Directors will have the right to delegate any of its powers to regulate and enforce these **Rules** to a committee of the Board of Directors.

All **Rules** will be strictly enforced. Anyone in violation will be subject to appropriate action from the Board of Directors.

Every owner is responsible for ensuring that his family, his resident(s), and guests of the resident(s), are aware of these Rules, and comply with them.

I. CONDUCT AND BEHAVIOR

All individuals living in, visiting, making deliveries or pick-ups, or working in Small Mountain will be treated with respect and courtesy. No person will interfere with or threaten any member of the Board of Directors, duly appointed committee members, Management representatives, or persons having lawful business in the complex. No person will threaten or cause bodily harm, use abusive language, or act in a loud and boisterous manner to the disturbance or annoyance of another.

The Board of Directors of the Association is authorized to impose penalties, special assessments, reimbursement assessments, or fines, and to take any reasonable action required to ensure that these **Rules**, intended for the quiet enjoyment by the residents, are properly observed. All costs incurred in enforcing these **Rules** may be charged against the individual owner via a reimbursement assessment. In the event an owner fails to pay for costs incurred in enforcing these **Rules**, the Board of Directors will have the power to assess his unit, and collect such reimbursement assessments through any and all available legal procedures.

II. LANDSCAPE / ARCHITECTURAL

NO UNAUTHORIZED LANDSCAPING

Any unauthorized landscaping in the Common Area or other Association-maintained area is subject to removal. All expenses incurred in removal will be charged to the owner.

IV. USE RESTRICTIONS

Right to Lease

All Lease agreements or other similar contracts that seek to lease or rent a unit will be in writing, and signed by the parties to such agreement.

Owners are advised **not to rent** their residential units for periods **shorter than 28 consecutive calendar days**. Residential units can't be used commercially as short-term "condo hotels." An owner who intends to rent his unit for fewer than 28 days must first obtain a **Business License** (costing **\$31**) from the City of Rancho Mirage; file a **Homeowners Application** (costing **\$100**) to secure and post a **permit**; then file a monthly **Tax Remittance Report**, and pay the City a **10% Transient Occupancy Tax** on the rental income.

Management may request – and when requested, the owner will provide – reasonable information from owners about residents including but not limited to the name and phone numbers of the residents, or any other reasonable information the Board deems appropriate. All owners will promptly respond to, and comply with the Association's requests for information.

Upon written request from Management, residents must pay to Management that portion of the rent necessary to satisfy any obligation of the owner of the unit to the Association for payment of delinquent assessments. All payments made will reduce the resident's obligation to owner of the unit by like amount. Payment of assessments is deemed necessary for the habitability of the units.

Owners must give residents copies of the Declaration of Covenants, Conditions & Restrictions (the "**CC&Rs**"), the Bylaws, and the **Rules**. Residents will comply with all provisions of the Governing Documents; any violation thereof will constitute a default under any Lease. If a resident or a resident's guest violates the Governing Documents resulting in a reimbursement assessment, all owners and residents associated with the unit will be jointly and severally liable to pay the assessment.

If a violation of the Governing Documents is committed for which there is no adequate remedy at law, the Association will have the right to commence legal proceedings against both the owner(s) and resident(s), and obtain injunctive relief relative to the particular violation.

Commercial Use

No part of a unit nor any part of the Common Area, including garages, will be used or caused to be used, or allowed or authorized in any way, directly or indirectly, for any commercial manufacturing, mercantile, storing, vending, auto/motorcycle repair, auto/motorcycle detail, auto/motorcycle maintenance, or any non-residential purpose.

Antennas

The installation of satellite dishes will be permitted if the dish is not greater than one meter (39.37 inches) in diameter, and is completely installed within an owner's unit or Restricted Common Area. No dishes will be placed in the Common Area or affixed to a Common Area component. No alteration or modification of the installed cable television system will be permitted. No owner may be permitted to construct or use an external radio or television antenna without the prior written consent of the Architectural Committee. No interior or exterior antenna may be constructed which creates a nuisance to, or scrambles the signals of other residents. Submission of plans for the installation of a legally acceptable satellite dish will be considered for approval by the same process as any other architectural improvement.

Damage

Any damage caused by an owner or resident, or his family members, guests, or pets to the Common Area are the responsibility of the owner and resident. They are jointly responsible for payment of all costs of repairs, loss, or replacement as a result of any damage. The Board may assess an individual owner for costs and repairs of damage to the Common Area. It will be the owner's responsibility to be reimbursed by his residents. The Association will not pay any of the costs.

Dumpsters / Recycling Bins

Trash and recycling bins may be used **only for household waste**. Large boxes, cartons, etc., must be cut up and placed in the trash bins. Trash is not to be left on the ground inside or outside the bin area. The Association may back-charge any owner for the cost of disposal of inappropriate, oversized, or excessive trash placed in the Association's collection areas, dumpsters, or bins. For health reasons, **trash-bin and recycling-container lids must remain closed**.

Electricity within Garages

The Association is responsible for maintaining five master electrical panels located throughout the Small Mountain complex, and for paying the monthly costs of the electric power they provide. These panels supply the electricity throughout the Association's common areas, including exclusive-use common area garages.

Owners of these garages **may not** install, keep, or maintain large electrical appliances – including but not limited to electrical vehicle charging stations, refrigerators, freezers, stoves, ovens, televisions, etc. – in their garages if such appliances draw power from the Association's master electrical panels. Doing so increases the cost of electricity for owners throughout the Association, and is a **potential safety hazard**, since circuit overloads can cause electrical shorts and fires. An owner intending to operate a large appliance within his garage **must power it directly from his own residential unit's electrical panel, on a dedicated circuit installed by a licensed electrical contractor**.

Flags

The Association will not limit or prohibit the display of the United States flag by an owner on or in the owner's separate interest, or within the owner's Restricted Common Area. However, the Association may limit, regulate, or curtail an owner's placement of the United States flag in the event such placement poses a public health or safety concern.

Improvements / Usage

Each unit will be improved, used, and occupied for residential, private, single-family dwelling purposes only. No portion of a unit or the Common Area will be improved, used, or occupied for any commercial purpose. Residents may work at home provided that such work activity is consistent with the CC&Rs, and does not interfere with other owners, increase noise, increase traffic, increase parking, or increase deliveries.

Patios

Patios must be kept free of unsightly items and **cannot** be used for storage.

Owners and residents must keep all shrubs, trees, grass, and plantings in their Exclusive Use Common Area neatly trimmed, properly cultivated, and free of trash, weeds, and other unsightly materials.

Pest Control

The Association has contracted for monthly pest control services. Interior service is available at a special rate per month, which is paid directly to the contractor by the unit owner. You must be home to receive interior service, and it is your responsibility to call the contractor to schedule an appointment.

Planting

Owners or residents may not plant or change the plantings in the Common Area without the prior written approval of the Board of Directors or the Landscape Committee.

Pools & Spas

Persons using the pools and spas are expected to be courteous to other users of the facilities. The following is a partial list of rules governing the use of the Association's pools and spas:

1. Cipher locks have been installed on all five entry gates to the pool & spa areas. **Owners are responsible** for informing their residents & guests of the **lock code**, and the importance of **safeguarding it**.
2. There are no lifeguards on duty. **Persons using the pools and spas do so at their own risk**. Children under the age of 14 years **MUST** be accompanied and supervised by an adult of at least 18 years of age. No babies in diapers are permitted in the pool. Pool and spa hours are 7:00 AM to midnight seven days a week. Persons using the pool or spa after hours are disturbing the residents; the police will be called. This will result in a fine and possible suspension of privileges.
3. By California health laws, **no pets** are permitted in the pool & spa areas.
4. **Smoking is prohibited** in the pool & spa areas, and in the tennis court area. **Vaping** (inhaling nicotine-laced water vapor from electronic cigarettes) **is prohibited** in these areas.
5. Bathing suits must be worn at all times when using pools or spas. No cutoffs or street clothes are permitted. No bobby pins, hair pins, etc., are to be worn in the pools or spas. Metal causes great damage to the filtering systems.
6. Pool furniture is owned and maintained by the Association. It is not to be abused or removed from the pool area. Users of suntan oil or lotion must cover the furniture with a towel, and remove the oil or lotion prior to entering the pool or spa (oil damages the filtering systems). Unoccupied pool chairs and lounges may not be reserved by or for anyone not in the pool area.

When leaving the pool area, please replace the chairs and lounges to their proper position, ready for others to enjoy. Please **close the umbrellas** at the end of each day, to prevent wind damage.

7. The following items are not allowed in the pool & spa areas at any time:
 - a. **Glass** containers of any kind
 - b. Bicycles, rollerblades, roller skates, or skateboards
 - c. Animals of any kind.

8. Lifesaving and safety equipment are **not** to be used as play items. Diving, running, playing ball, and boisterous play **are prohibited**. Owners, residents, and guests are requested to maintain a conversational voice level, and to refrain from using profane language. All rafts and play equipment must be removed after use; they must be removed if they are interfering with the swimming enjoyment of other members (swimming has priority over raft use). Common courtesy should be the rule. Pool area gates are to be closed **AT ALL TIMES**.
9. Elderly persons, pregnant women, and individuals with health conditions requiring medical care should consult with a physician before entering the spas. The spas are for therapeutic use only. No rafts, floats, etc., of any kind are allowed in the spas. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medicines may lead to serious consequences and is **NOT** recommended. Long exposure in the spa may result in nausea, dizziness, or fainting, and is **NOT** recommended.
10. Food and drinks are permitted in the pool area but **NOT** in the spa or pool itself. Trash and litter must be disposed of in the containers provided. Cleanup of the recreational areas is self-policing; users are responsible for maintaining the areas in a litter-free condition.
11. An owner is responsible for the conduct of his residents and guests. Residents have owner privileges while they have custody and possession of the unit. The owner relinquishes his Common Area privileges to his resident, and may not then use the Association's recreational facilities as long as his unit is being leased or rented.

Signs

No commercial sign of any nature will be displayed by an owner to the public view on or from such owner's unit or Restricted Common Area or the Common Area, without the prior written approval of the Board of Directors as to (i) its size, shape, color, and contents, and (ii) the location of the sign proposed by such owner for its display. Prior written approval will not be necessary in connection with the display of a FOR SALE or FOR LEASE sign located within an owner's unit. The sign must be plastic and rectangular (18" x 24") with light beige background and dark brown letters. A sign may be displayed on a gate with the approval of the property manager.

Only one OPEN HOUSE sign may be posted at the corner of Highway 111 and Mirage Cove Drive, and one other sign at the entrance on Mirage Cove. OPEN HOUSE signs may not exceed 10" x 30" and must meet the standard of the Department of Real Estate. One OPEN HOUSE sign may be placed in front of the residence that is holding Open House, and may designate the Realtor's name. All OPEN HOUSE signs must be removed each evening.

Vehicles / Parking / Garages / Driveways

The Small Mountain speed limit of **10 MILES PER HOUR** must be observed at all times. Please observe this rule, to protect small children, elderly people, and pets within the complex. Blowing of horns, racing of engines, loud mufflers, loud motorcycles, loud car radios, or similar noise is **not permitted**.

Parking within Small Mountain is limited to **guest** parking spaces (marked with green paint), unmarked parking spaces at the front entrance (adjacent to the tennis courts), and garages **only**. All guest parking spaces are reserved for the temporary convenience of owners' **guests only**. No owner or resident may park in these spaces, except briefly to load & unload items

from the vehicle. Owners & residents must activate their vehicle's hazard flashing light signals while temporarily parked in Guest spaces, as a visible signal that they are only parked briefly. Guests may park in these spaces for **no more than 72 hours**. Guests who anticipate parking longer than 72 hours must park in the unmarked extra parking spaces located in front of the tennis courts.

Owners' guests may park their vehicles in the unmarked parking area by the tennis courts for a fee of \$2.00 per day per space, upon advance notice to the property manager. This fee does not apply to owners. Parking there is limited to **7 days**, with a one-time 7-day extension upon approval of the property manager. No overnight sleeping is allowed in an RV. Non-compliance with these parking rules may result in vehicle tow-away at owner's expense.

Vehicles blocking access to driveways and garages, or parked in **RED** prohibited (fire) zones are subject to **immediate** tow-away at owner's expense. Large vehicles are prohibited from extending into driveways, blocking the sides of the parking spaces, or impeding traffic. Large vehicles include limos, vans, campers, boats, trucks, and RVs.

Garages are designed for two cars. Owners and residents with two vehicles must park **both** vehicles in the garage, rather than using half the garage for storage space. All vehicles must be in compliance with the California Vehicle Code, and have current registration. Vehicles that are authorized to park within the Association will be parked or stored subject to the following:

1. No vehicle may be parked in a way that it would take two spaces.
2. No parking space may be used for any purpose except to park registered and operable vehicles.
3. No parking space nor any part of the Common Area or garage may be used to repair, maintain, or detail any automobile or motorcycle, except for emergency repairs necessary to remove the vehicle from the Association.
4. The Association may, at its option, tow any vehicle found violating the Governing Documents.
5. No inoperable or disabled vehicles will be kept at the Association at any time. Vehicles will not be stored at the Association (i.e., vehicles that are not moved for 72 hours) at any location.
6. All vehicles kept at the Association will have valid and current registration tags and documentation at all times.
7. Garage doors should be kept closed when garage is not in use for purposes of ingress and egress.
8. **No Parking in red-curb fire-lane zones.** Violators are subject to **immediate** tow-away at owner's expense.
9. **No Parking in front of trash-enclosure doors.** Violators are subject to **immediate** tow-away at owner's expense.

All owners or residents who violate the rules set out above in **Vehicles / Parking / Garages / Driveways** will be issued citations and fined.

Only members of the Board of Directors and a Management representative have the authority to place warning notices of rules violations on parked vehicles within Small Mountain. No owner, resident, or guest may take this action.

Tennis Courts

Owners are responsible for informing their residents & guests of the **code to the cipher lock** on the gate enclosing the tennis courts, and the importance of **safeguarding it**.

Smoking is prohibited in the tennis court area, and in the pool & spa areas. **Vaping** (inhaling nicotine-laced water vapor from electronic cigarettes) **is prohibited** in these areas.

Tennis courts are to be used **exclusively** for tennis playing and pickleball. No roller skates, skateboards, rollerblades, scooters, or bicycles, etc., are to be used on the courts. The nets are not to be sat upon or used as swings. Appropriate tennis shoes must be worn at all times so the courts are not marked up or damaged.

V. ENFORCEMENT OF RULES

The Association and/or any owner have the right to enforce the Association's **Rules**. This right includes requesting the violator to cease the offending action, taking legal action against the violator, and filing a complaint with the Board of Directors. Once an owner gives the Board a written complaint that a rule has been violated, the Board will investigate the allegation, and may take action against the offending owner or resident including but not limited to fines, assessments, suspension of privileges if appropriate, or instituting legal action. However, nothing in this section obligates or requires the Board of Directors or authorized committees to take action against an individual owner or resident. The Board of Directors in making this decision will determine the cost and benefits of taking such action.

VI. DUE PROCESS

Prior to the imposition of a fine, assessment, or suspension of rights, the owner will be given notice, and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee. Subsequent hearings are not required if an ongoing fine is assessed following the initial hearing, and the fine amount remains the same. Any increase in the fine amount will require a hearing.

VII. FINE SCHEDULE FOR VIOLATIONS OF GOVERNING DOCUMENTS

A.	First Offense	\$ 50
B.	Second Offense	\$ 200
C.	Third Offense	\$ 300
D.	Fourth Offense	\$ 500
E.	Fifth Offense	\$1,000

For each additional offense, the amount of the fine will be increased by **\$25**. The Association reserves the right to make any fine an ongoing fine that is applied each month until the violation is resolved with the Association. As long as the fine amount remains the same, there is no need to have a new hearing each time a monthly fine is applied.

VIII. COSTS INCURRED IN ENFORCING RULES

All costs including but not limited to court costs, reasonable attorneys' fees, and management fees incurred in enforcing these **Rules** will be borne by the responsible individual owner. Non-payment of these costs of enforcement may result in a reimbursement assessment being levied against the individual owner, and may be collected as described in the Association's CC&Rs, including filing a lawsuit and/or foreclosure proceedings.