



DESERT MANAGEMENT
A Professional Association Management Company

THE FAIRWAYS HOMEOWNERS ASSOCIATION

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May 7, 2021

To: All Members of the Fairways Homeowners Association

RE: **NOTICE OF PROPOSED RULE CHANGE (Per Civil Code Section 4340 et. seq.)**

Dear Member(s):

We are writing to you on behalf of the Board of Directors for the Fairways Homeowners Association (“**Association**”). At a recent meeting, the Board voted to propose the enclosed rule amendments for the community. At its June 16, 2021 open meeting, the Board will consider adopting the proposed rules, following comments from the membership.

In addition to the recent approval and recording of the Association’s Restated CC&Rs and Bylaws, the Governing Documents Committee worked with legal counsel to update and clarify the Association’s Rules & Regulations. As previously amended in 2013, the Board felt it was important and urgent to include new law requirements and clarify the language contained in the rules and regulations to help maintain the standard and harmony in the community.

In light of its findings, research and Committee’s diligent work, the Board is proposing the enclosed rule amendments. To the extent there are any questions, concerns, objections or modifications relative to the rule amendments, please contact the Association in writing or attend the Board’s upcoming meeting on June 16, 2021. Pursuant to California Civil Code section 4360, your comments will be considered by the Board at that meeting as part of the process of formally adopting the rules. Written comments may be forwarded to aherrera@desertmanagement.com or nrojo@desertmanagement.com.

Sincerely,

Ashley Herrera, CCAM®

Community Association Manager
ON BEHALF OF THE FAIRWAYS HOA
BOARD OF DIRECTORS

THE FAIRWAYS HOMEOWNER ASSOCIATION RULES and REGULATIONS

Violations of these Rules & Regulations will be subject to fines pursuant to the Fairways Homeowner's Association's ("HOA") Second Restated Declaration of Covenants, Conditions and Restrictions ("CC&Rs") and Section I: "Enforcement Policy and Fine Schedule."

Common Area includes all of the common property outside of your Unit. This includes the lawns, the landscaping, pools, tennis and pickleball courts, sidewalks, perimeter walls and parking areas. These areas and facilities are maintained by the HOA for the EXCLUSIVE use of the Residents and their guests. Residents are defined as Owners, tenants and/or occupants residing within the complex. Tenants, guests and/or occupants are subject to the same Rules and Regulations as are the Owners. Owners shall be liable for any breach of the governing documents by their tenants, guests, vendors and /or invitees. This includes but is not limited to any damage to the Common Area caused by said tenants, guests, and/or occupants.

Section A- Common Area

1) Owners may keep a maximum of three (3) conventional, domesticated pets. All dogs must be on a leash at all times while in the Common Area. Pet droppings must be immediately cleaned up by the pet owner. No pets are allowed in the pool and court areas at any time. (Leash regulation pursuant to Palm Springs Municipal Code Section 10.28.010).

2) Trash bins may be used ONLY for household waste. No construction or repair materials are to be placed in the trash bins. Individual Owners are responsible for removal of any material that is not ordinary household waste. Large boxes and cartons, etc., must be cut up and placed inside the recycle bins. Trash will not be picked up unless in the bins. Owners are prohibited from leaving trash on the ground inside or outside of the trash bin area. Owners are not permitted to throw trash over the top of the gates.

PLEASE NOTE: Every Owner can call Palm Springs Disposal Service (760.327.1351) and request pickups three times a year for items that do not qualify for ordinary trash removal. The items may include mattresses and patio furnishings, but construction materials are disallowed.

Recycle materials include: Newspaper, magazines, aluminum cans, glass bottles and jars, metal cans, plastic containers, cardboard, and office papers.

The 3 recycle areas are located as follows: Pinehurst, Tam O'Shanter, Fairway Circle near St. Andrews, and near Fairway Circle NW.

3) Each Owner will be held responsible for any damage to Common Area and Common Facilities caused by themselves, their guests, and /or occupants. The cost of the damage will be assessed and charged against the responsible Owner as a Reimbursement Assessment pursuant to CC&Rs, Article 5, Section 5.6 (A)(1).

- 4) Notes are not to be placed on mailboxes or on the marquee bulletin board at the exit gate.
- 5) Fruit from trees located in the Common Area is available to all Owners, tenants and guests as a shared amenity. Common courtesies should be observed, especially in relation to the harvesting of fruit. Picking large containers of fruit or prohibiting a Resident from picking a reasonable amount of fruit violates these courtesies. When fruit begins to fall on the ground, this fosters vermin infestation; and as such, the HOA should be notified for proper cleanup.

Section B - Traffic and Vehicles

- 1) The Speed Limit of 15 miles per hour must be observed at all times. Motor traffic must follow a circular counterclockwise pattern around all traffic circles.
- 2) Motorbikes and motorcycles may only be driven to and from home within the HOA. Skateboards, roller blades/skates and hover boards are permitted in the street and walkways if they are operated in a safe manner and do not interfere with vehicular or pedestrian traffic.
- 3) Boats, trailers and other recreational vehicles shall not be parked on the street or driveways except temporarily (not exceeding two (2) hours per day). Notwithstanding, Recreational Vehicles/motorhomes may be parked on the street for the purpose of loading and unloading for a single 24-hour period each month.
- 4) Moving pods/ containers may only be stored/ parked on the street or in the unmarked parking stalls for a maximum of 72 hours for the purposes of loading and unloading. Moving vans may only be parked on the driveway, street or in a parking stall for a single 24-hour period.
- 5) No parking is permitted on streets with a red curb. Overnight parking on streets is not allowed. Owners, tenants and Residents shall not park on the street at any time.
- 6) Owners and Residents must park a vehicle in their garage and carport before they may park additional vehicles in the unmarked parking stalls in the Common Areas. Owners and Residents may also park a vehicle in front of the garage or carport as long as it is parked perpendicular to the garage and in the same direction as the vehicle in the carport and does not overhang on the street. Guests may park in the unmarked stalls at any time and overnight. Parking in the unmarked stalls is available on a first come, first served basis.
- 7) Vehicles that are inoperable and/or that do not have current registration are not permitted to be parked within the complex and such vehicles will be towed at the vehicle owner's expense, as permitted by law.
- 8) Trucks (other than standard size pickup trucks) or commercial vehicles may be parked within the complex only for the purpose of performing services for the Owner or making deliveries. No overnight parking of commercial vehicles is allowed.

9) Carports are to contain nothing other than operable vehicles, patio furniture, barbecues and plants. Carports are to be maintained in a neat and orderly fashion and not used for storage.

Section C - Pool Area

The swimming pools are for the enjoyment of the Owners, tenants, guests and/or occupants. These rules have been established in the interest of sanitation and safety for all. Observance, with the addition of common courtesy, will increase the pleasure of everyone.

Be advised that the pool and spa areas are not monitored by the HOA. For health and safety reasons, children should be under direct and constant supervision of a responsible adult eighteen (18) years of age or older.

- 1) No glass containers or food allowed in the pool area. Pool furniture may not be removed from pool areas, placed in private patios, interchanged with furniture from other pool areas, or placed in pools. No more than 4 lounges at pool 1 and 2 lounges at pools 2-8 can be reserved at any one time.
- 2) No one except pool service personnel may enter the pool equipment vaults, except in the case of an emergency. Pool equipment is off limits to anyone but pool service personnel. Thermostat settings are established by Board action and adjusting thermostat settings is not permitted.
- 3) Trash must be picked up and disposed of in the waste containers provided around the pool.
- 4) Air mattresses, rafts, pool games, etc. are allowed except when the pool is crowded. These are to be removed when they are not in use.
- 5) Owners, renters and guest(s) should be considerate of others and refrain from excessive noise or games in and around the pools. Loud music is not permitted.
- 6) Proper attire should be worn at all times in the pool area. Nude bathing is strictly prohibited. Any activities described by law as obscene and indecent in public are prohibited.
- 7) The spa users will limit their time to 30 minutes when others are waiting to use it.
- 8) Pets are not allowed in the pool or pool area at any time.
- 9) For health and safety reasons, any incontinent persons, must use a swim diaper when using the pool or spa.

Section D - Tennis/ Pickleball Courts /Basketball Court

Be advised that the tennis and pickleball courts and basketball court are not monitored by the HOA. The HOA is not responsible for safety or supervision of children in the tennis and pickleball courts and basketball court area.

- 1) Pool or patio furniture is not allowed in court areas.
- 2) In order to avoid monopolizing facilities, the following applies to group play:
 - a. A group of players comprised of 10 players maximum, one of whom must be a Resident, may use a maximum of two tennis or pickleball courts at a time.
 - b. Play shall be limited to 90 minutes if Residents are waiting.
- 3) Gates must be locked and lights turned off when leaving the courts. Court hours are 7 a.m. to 10 p.m.
- 4) Tennis and pickleball courts are not to be used for any purpose other than playing tennis or pickleball. An exception is the area surrounding the basketball hoop, which can be used for basketball. Skateboards and wheeled objects are strictly prohibited on the courts.
- 5) No food or glass is allowed on the courts. Water and other drinks with sugar or sticky ingredients are prohibited (no soda pop or alcoholic beverages). All food and beverages must be in unbreakable containers. No gum is allowed.
- 6) Any damage to the courts caused by Residents or their guests will be assessed against the responsible Owner as a Reimbursement Assessment, pursuant to CC&Rs, Article 5, Section 5.6 (A) (1)
- 7) Court maintenance supersedes court play. Players must stop activity and vacate the courts to allow for cleaning, which happens weekly.

Section E-Clubhouse /Table Tennis Room

Be advised that the clubhouse is not monitored by the HOA. The HOA is not responsible for the safety or supervision of children in the clubhouse.

- 1) The clubhouse and all amenities are to be used by Owners, tenants and their guests only. A Resident must accompany guests in the clubhouse at all times.
- 2) Owners may reserve the Clubhouse for private events through an online application with the management company. Unless otherwise required by law, a deposit of \$125 is required. \$100 is refundable if the Clubhouse and patio are left in acceptable good order and cleanliness as determined by inspection by clubhouse committee member. A notice will be posted advising Owners of the use of the Clubhouse for a private event.

- 3) The Clubhouse will be available for use only between the hours of 9 a.m. and 10 p.m. The Clubhouse will be locked nightly.
- 4) A maximum of 4 players are permitted in table tennis room at any time.
- 5) If people are waiting to play, there is a one-hour limit for table tennis.
- 6) No food, glass or gum is allowed in the table tennis room.
- 7) Clubhouse cleaning supersedes clubhouse/table tennis use. Players must stop activity and vacate the Clubhouse/ table tennis room to allow for cleaning.
- 8) The laundry room is for the convenience of all Owners, tenants and guests and must be left clean and orderly.
- 9) Restrooms must be left clean and orderly.

Section F - Patios and Windows

- 1) Owners are responsible for maintaining their outside patios in a neat and orderly condition. Only well-maintained patio furniture, plants and other appropriate patio accessories may be kept in a patio area. Storing items such as firewood and tools and drying clothes on the patio are not allowed.
- 2) Any window/patio coverings used for sun protection shall be of a material or design approved by the HOA. The use of paper or foil is not permitted.

Section G - General

- 1) All Owners, Residents, tenants, and guests must comply with all City, County, State and Federal laws and ordinances. If an Owner or Resident observes someone breaking the law, they should call 911 or the appropriate governmental agency. If an Owner or Resident observes someone violating these Rules and Regulations or the HOA's Governing Documents, then they should notify management of the violation.
- 2) All Owners must make these Rules and Regulations available to their tenants, guests and occupants. Owners are directly responsible for their guests' or tenants' compliance with these Rules and Regulations as well as the other governing documents for the HOA.
- 3) Excessive noise is prohibited. TV, music and noises shall be maintained at a level not to disturb adjoining Units or pool area. Quiet hours are 10 p.m. to 7 a.m. for everyone's peaceful enjoyment.
- 4) The walkthrough gate is for the convenience of Owners and must be closed after each use.

- 5) With the exception of liquid hummingbird feeders, bird feeders are strictly prohibited.
- 6) There shall be no feeding of ducks.
- 7) Outdoor activities can occur on the Common Area. Equipment should be small and portable and removed after each use.
- 8) Construction work at Units may only take place Monday through Friday 7 a.m. to 6 p.m. and Saturday from 8 a.m. to 5 p.m. Construction work at Units is not permitted on Sundays and holidays.
- 9) For Sale or Rent signs are limited to one (1) and must be attached to the garage door of the Unit. Units without garages will display the sign in the window/slider facing the street. The dimensions shall not be larger than 18 inches by 24 inches. When the Unit is sold or leased, the sign must be removed immediately. Open House signs may be posted one hour prior to the open house and must be removed immediately after the Open House.
- 10) Owners who wish to install Improvements (as that term is defined in the CC&Rs) or make any exterior additions, changes or alterations (including landscape changes around the dwelling Unit) must obtain prior HOA approval pursuant to the procedures and standards set forth in the CC&Rs and Architectural Guidelines.

Section H - Conduct

- 1) HOA vendor personnel shall not be reprimanded, threatened, or harassed in any way by Owners, tenants, guests, and/or occupants. Additionally, Owners and Residents shall not direct HOA vendors in the performance of their duties.

Resident comments, suggestions, or complaints about HOA vendors or personnel must be directed to management.

The Fairways management company and contact information is:

Desert Management
42-427 Rancho Mirage Lane
Rancho Mirage CA 92270
Tel: 760-862-1202

Community Association Manager: Ashley Herrera
aherrera@desertmanagement.com

Assistant Community Association Manager: Marie Rodriquez
mrodriquez@desertmanagement.com

- 2) All Owners, tenants, Residents and guests shall conform to the Anti-Discrimination and Anti-Harassment Policy, which is attached as Exhibit "A" and incorporated into these Rules and Regulations.

Section I - Enforcement Policy and Final Schedule

The HOA has the right to enforce the HOA's Governing Documents including but not limited to the Rules and Regulations and the CC&Rs. Once a Resident gives the Board of Directors a written complaint that a rule or covenant has been violated or the Board independently discovers a violation, the Board will investigate the allegation and may take action against the offending Owner/Resident, including but not limited to, a fine or special assessment, if appropriate, suspending rights and privileges, or instituting legal action.

However, nothing in this section obligates or requires the Board of Directors or authorized committee to take any action against an individual Owner/Resident. The Board of Directors, in making the decision, will take into account the facts of each circumstance and determine the costs and benefits of taking action.

1) DUE PROCESS:

Prior to the imposition of any fine, Reimbursement Assessment or suspension of rights and privileges, the Owner shall be given notice and an opportunity to appear in person or in writing before the Board of Directors or appropriate committee pursuant to Civil Code Section 5855 or any successor statute.

2) ENFORCEMENT GUIDELINES:

GENERALLY, **though not necessarily**, the HOA will adhere to the following schedule:

A. First Notice: Warning Letter and Request to Correct Violation (if applicable). Possible fines, Reimbursement Assessment to reimburse the HOA for costs incurred including in compelling compliance, suspension of rights and privileges.

B. Second Notice: Possible fines, Reimbursement Assessment to reimburse the HOA for costs incurred including in compelling compliance, suspension of rights and privileges, Institute Alternative Dispute Resolution and/or Internal Dispute Resolution. Filing of lawsuit.

C. Third or More Notice: Possible fines, Reimbursement Assessment to reimburse the HOA for costs incurred including in compelling compliance, suspension of rights and privileges, Institute Alternative Dispute Resolution and/or Internal Dispute Resolution. Filing of Lawsuit.

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

3) FINE SCHEDULE:

Minimum Lease Term Violations

First Violation	Second Violation	Third & More Violations
Up to \$1000.00	Up to \$2000.00	Up to \$5000.00

Architectural Violations

Commencement of architectural improvements, additions, modifications etc. without HOA approval and /or submitting an application for HOA approval	Up to \$2,500.00
Failure to adhere to approved plans and specifications and/or correct upon notice	Up to \$2,500.00

All Other Violations

First Violation	Second Violation	Third & More Violations
Up to \$250.00	Up to \$500.00	Up to \$750.00

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

For continuing violations, a daily fine of \$40.00 may be imposed from the date of levy until the violation is cured. This fine may be imposed in addition to or in lieu of any other fines levied as set forth above. A continuing violation shall mean an ongoing violation that has not ceased for a period of time in excess of 72 hours. Daily fines shall be capped at \$5000.00

Depending on the severity and frequency of the violation and violator, the choice of the enforcement procedures(s) and/or the enforcement remedy utilized may vary. Fines for violations not related to minimum lease terms or architectural violations will usually vary from \$250.00 to \$750.00. However, for continuing or especially egregious circumstances (e.g. violations that jeopardize the health and safety of others) fines may be up to triple the amounts shown per violation.

EXHIBIT A
HARASSMENT POLICY

THE FAIRWAYS HOMEOWNER'S ASSOCIATION
ANTI-DISCRIMINATION & ANTI-HARASSMENT POLICY

May 20, 2020

The Fairways Homeowner's Association does not and will not tolerate discrimination or harassment in any form. This policy is intended to define discriminatory and harassing behavior and outline the basic steps that the Association will take to investigate and potentially take action on claims of harassment or discrimination.

One's home is or should be a place of privacy, security, and refuge, and harassment that occurs in or around one's home can be far more intrusive, violative and threatening than harassment in the more public environment of one's work place or elsewhere. This concept applies equally to all residents, owners, directors, management, staff and vendors.

This policy is intended to address discrimination and harassment generally as well as quid pro quo harassment, hostile environment harassment and other types of prohibited conduct. While not every dispute between neighbors is a violation of the Fair Housing Act, or other Federal or State Law, the Association wants to make it clear that discrimination and harassment will not be tolerated and that enforcement action will be taken if possible and determined to be in the best interest of the community.

CODE OF CONDUCT

The Association encourages all Owners, residents, tenants, staff, management and vendors within the community to adhere to a positive code of conduct. All communication (written, verbal or otherwise) must be professional in tone and shall not include any threatening, discriminatory, profane or otherwise harassing language. Interactions and nonverbal communications must also be professional and courteous.

The following types of conduct are prohibited:

1. Unwelcome conduct that is sufficiently severe or pervasive as to interfere with the availability, sale, rental, or use or enjoyment of a dwelling; the terms, conditions, or privileges of the sale or rental, or the enjoyment of services or facilities in connection therewith; or the availability, terms, or conditions of a residential real estate-related transaction.
2. An unwelcome request or demand to engage in conduct where submission to the request or demand, either explicitly or implicitly, is made a condition related to: the sale, rental or availability of a dwelling; the terms, conditions, or privileges of the sale or rental, or the provisions of services or facilities in connection therewith; or the availability, terms, or conditions of a residential real estate-related transaction.
3. A knowing and willful course of conduct directed at a specific person that seriously alarms, annoys or harasses that person and that serves as no legitimate purpose.

4. Harassment of Owners, tenants, guests, invitees, or Association vendors (including, but not limited to management personnel).
5. The display or use of threatening imagery (e.g., cross burning or swastika), damaging property, physical assault, threatening physical harm, or impeding the physical access of a person with a mobility impairment.
6. Any conduct that may be dangerous, that may create a health or safety problem, or that may create a hostile environment. This includes but is not limited to, intoxication, quarreling, fighting, or use of obscene, profane, offensive or abusive language.

The following provisions provide further description of the improper conduct:

1. Unwelcome conduct can be spoken or written, such as requests for sexual favors. It may include gestures, signs, and images directed at the aggrieved persons. It may include the use of racial, religious or ethnic epithets, derogatory statements or expressions of a sexual nature, taunting or teasing related to a person's disability, or threatening statements. The unwelcome conduct may involve the use of email, text messages or social media.
2. Harassment can be written, verbal, visual or physical in nature, and can include, but is not limited to, slurs, jokes, statements, notes, letters, electronic communication, electronic social postings, pictures, drawings, gestures and unwelcome contact. Examples may include rude, demeaning, insulting, overly aggressive, intimidating, overly loud, persistently unreasonable demands, and displays of temper.

Harassment does not require a change in the economic benefits, terms, or conditions of the dwelling or housing-related services or facilities, or of the residential real-estate transaction.

3. Whether harassment exists depends upon all of the circumstances, including, but not limited to the nature of the conduct, the context in which the incident(s) occurred, the severity, scope, frequency, duration, and location of the conduct, and the relationships of the persons involved.
4. Neither psychological nor physical harm must be demonstrated to prove that a hostile environment or harassment exists. Evidence of psychological or physical harm may, however, be relevant in making this determination.
5. Whether unwelcome conduct is sufficiently severe or pervasive as to create a hostile environment or constitute harassment is evaluated from the perspective of a reasonable person in the aggrieved person's position.
6. Retaliating against any person because that person reported a discriminatory housing practice to a housing provider or other authority is forbidden.

CORRECTIVE ACTION WILL BE REQUESTED

Upon receiving a written complaint or report of alleged harassment, the Association will investigate and may take enforcement action to the extent that its investigation indicates a possible violation and as permitted by the Association's Governing Documents and California law and if

determined to be in the best interest of the community. In addition to the Association's existing enforcement policy, with reference to alleged discrimination or harassment, the following additional action that may be taken includes, but is not limited to the following:

1. Verbal warnings
2. Written warnings
3. Enforcing Governing Document provisions
4. Requiring anti-discrimination or harassment training
5. Verbal or written reprimands
6. Termination of employee or vendor
7. Fines
8. Suspension of privileges
9. Internal Dispute Resolution, Alternative Dispute Resolution, or legal action including no-trespass orders or restraining order
10. Reporting the conduct to police

The appropriate corrective action taken will depend on who is engaging in the conduct and the nature, frequency, and severity of the harassment. While in some cases a single verbal or written reprimand may be sufficient to effectively end discriminatory harassment, in other instances further action may be necessary. The Association will document the information, investigation and all action taken in its records. Once corrective action is taken, the Association will follow up with the victim of the harassment to determine whether the action was effective.

If it is determined that the corrective action was ineffective, the Association will take additional corrective actions within its power. If, however, corrective action is effective in ending the discriminatory conduct, the Association is not required to take additional action simply because the victim believes further action should be taken.