



**CANYON COUNTRY  
CLUB ESTADOS  
RULES AND  
REGULATIONS**

3-29-2018

# **RULES & REGULATIONS**

## **EFFECTIVE JANUARY 1, 2018**

### **GENERAL INFORMATION**

Canyon Country Club Estados was established as a condominium community in 1975. Located on 11.79 acres of leased Indian land in the south end of Palm Springs, consisting of 120 units in nine two-story residential buildings. One, two, and three- bedroom units are available. All lower-level units have a patio, upper-level units a balcony.

**Recreational amenities** include three heated swimming pools, four spas, five tennis courts, two pickle ball courts, clubhouse, fitness center, sauna, and barbecue grills.

The maintenance needs of the community are handled by WhiteStar Management. The monthly homeowner's association fee for 2018 is \$425.

### **Association Problem Information**

If there is a common area problem, contact the Management Company. Phone (760) 773-0123 Ext. 110. Email: [jamie@whitestarmgmt.com](mailto:jamie@whitestarmgmt.com). There is a 24-hour answering service, if the call requires immediate attention. Call management for billing question or general information about the complex.

### **Board of Director Meetings**

The Board normally meets the fourth Friday of each month. Summer months are optional. Time and agenda are posted on each buildings bulletin board which are located by the mailboxes and on the Homeowner Portal (provided by WhiteStar Management).

Homeowners are welcome to address the board at the open forum.

### **Key Duplication And Replacement**

**Common-Area Key.** Some common-area facilities are accessed with a special key. If you purchased your unit, you should have received the key from the former owner or their agent upon the close of escrow. If you're renting, you should have received it from the owner or rental agent. The key contains the inscription "Do not duplicate," and replacement copies should be obtained only from WhiteStar Management. The fee for this is \$10. WhiteStar Management will provide copies only to unit owners; renters should contact their landlord or rental agent.

The Clubhouse and Fitness Center require a special keyless entry card for access. If you are an owner, you can obtain a card from WhiteStar Management for a deposit of \$25. If you rent, see your landlord or rental agent.

**Mailbox Key.** Mailbox keys are the responsibility of the unit owner, and WhiteStar Management cannot provide replacement keys or locks. If the key is lost or no longer works, the lock will have to be replaced. Take the lock to a locksmith and get a replacement. You will have to provide proof of ownership of the box or authorization to use it.

### **Parking**

Each unit comes with one assigned and numbered covered parking space, either in one of the 12 carports located throughout the property, or on the ground floor of the Clubhouse. If you are renting, you should inquire of the owner or agent about the use of the assigned parking space that comes with your unit. Do not park in someone else's space without their permission.

Carports may be used only for storage of motor vehicles. Other items are subject to removal and disposal.

Visitor parking spaces are in marked areas, mostly along Via Carisma, as well as a few spaces off San Jose Rd. Parking in these spaces is limited to 72 hours (3 days). Vehicles left longer than that are subject to ticketing and towing at the vehicle owner's expense.

### **Security**

Most residents at Canyon Country Club Estados consider it to be a safe place to live. However, Estados is not a gated community. Do not leave anything remotely valuable visible in your automobile, and do not leave anything of serious value in the carport storage compartments.

If persons who are not residents or guests enter the property at night to use the spas call the police non-emergency line at (760) 323-8116 to report the trespassers. In an emergency, call 911.

### **Fruit Trees**

The property is abundant with citrus trees -- orange, grapefruit, lemon, tangerine, and more. Residents are welcome to help themselves to ripe fruit, from the tree or from the ground, at any time during the citrus season, which generally runs from December through April. To assure that there is enough for everyone. Please do not take more than you can use in a reasonable period of time. Toward the end of the season, the grounds crew will remove most of the excess fruit when they trim the trees.

## **Introduction**

The following Rules and Regulations apply at Canyon Country Club Estados to insure the enjoyment of the community by all and to keep it at a consistent standard. As an Owner, Renter, or Guest, you are a part of a small community and we must therefore have rules so that we may live together in comfort and be protected in our rights of quiet enjoyment. These rules minimize the expenses of maintaining this complex, reduce the liabilities we may incur, and insure the neat and orderly appearance as to enhance the resale value of the property. We also must, by law, enforce the Covenants, Conditions & Restrictions (CC&R's). Please respect these rules as an underlying framework for better group living.

***Please Enjoy Yourself. You Are Welcome To Our Community.***

**A Copy of These Rules & Regulations Must Be Left in Your Unit for Guests and Renters**

## **General Rules**

1. Loud, boisterous, or offensive conduct, loud, vulgar, or profane language, loud television or radio/stereo playing that disturbs other residents, are prohibited within residences or in the common areas.
2. No athletic activities or game playing are allowed in the common areas (except for Tennis/Pickleball and swimming pools). Use of roller blades, skates, skateboards, bikes or other vehicles is not allowed anywhere within the perimeter of the property of the Canyon Country Club Estados.
3. No more than 8 individuals (including children) may occupy a three-bedroom unit overnight. No more than 6 individuals (including children) may occupy a two-bedroom unit overnight. No more than 4 individuals (including children) may occupy a one-bedroom unit overnight.
4. Pets will be kept leashed when outside of their units and cleaned up after. Owners of pets are responsible for controlling excessive barking, etc.
5. Fireworks of any type are strictly prohibited in Riverside County.
6. Drying of swimsuits or laundry on outer patio walls or balconies is not permitted.
7. No pots, plants, or other objects may be placed on outside patio walls or hung from balconies or decks. Plants on decks must have collecting dish under them to stop seepage. And to avoid damage to the decks, plants must be elevated on a plant stand.
8. No seed bird feeders are permitted.
9. Aluminum foil may not be placed in unit windows.
10. Window coverings must be white to the common area view.
11. No furniture or equipment may be moved from pools, clubhouses or other common areas.
12. Tradesmen are not to work in the complex between 7 p.m.-7 a.m. Monday through Saturday. None on Sundays, except for emergencies.

### **Swimming Pools & Spas**

1. Hours of operation are from 8 a.m. to 10 p.m.
2. Pools and spas may be used by owners, tenants and invited guests only.
3. Gates will be kept locked at all times. No propping open of gates is permitted.
4. Children under 14 must be accompanied by an adult while within the pool and spa areas.
5. Children who are not toilet-trained are not allowed in pools or spas. City ordinance prohibits children wearing Swimmers to use a public pool.
6. No pets are permitted in pool and spa areas.
7. No food, bottles or glassware are permitted. No littering is permitted.
8. No rafts/floats are allowed in spas.
9. Rafts/floats are not allowed in pools if more than 10 persons are in the pool.
10. You may not reserve pool furniture by leaving belongings thereon when you leave.
11. Appropriate swimwear must be worn at all times.
12. No diving is permitted.
13. There is to be no tampering with pool or spa thermostats.

### **Clubhouse**

1. Clubhouse may be reserved for social activities not more than 60 days in advance by individual owners on a first-come, first-served basis. Reservations will be accepted only if the maintenance fees, fine, and penalties for the unit are current and upon payment of a \$100 per day Rental Fee and \$250-per-day Cleaning Deposit. Refundable in accordance with reservation set forth herein.
2. During holiday weekends, clubhouse may be reserved for only one day. If more than one day is desired, it may be requested no more than one week in advance.
3. All social events must be ended by 10 p.m.
4. Private meetings with 25 or less may be permitted with no deposit. Purpose of and scheduling of needs to be reported to management.

### **Tennis and Pickleball Courts**

1. Hours of operation are from 8 a.m. to 10 p.m. November through April, and 7 a.m. to 10 p.m. May through October.
2. Play is limited to homeowners, tenants, and invited, accompanied guests only.
3. Use is limited to 90 minutes if others are waiting.
4. Children under 12 must be accompanied by an adult.
5. No pets are permitted on courts.
6. No glassware, food, or bottles (other than plastic) are allowed on court areas. No littering is permitted.
7. Proper tennis attire will be worn. No black-soled shoes are permitted.
8. Lights must be turned off when not in use. Gates must be locked when you leave the tennis courts.
9. Tennis courts will be used for tennis-playing only. Pickle ball Courts are to be used for pickle ball only.

### **Fitness Room & Saunas**

1. No children under 14 are permitted. Children from 14 to 18 must be accompanied by an adult.
2. No pets are permitted under any conditions.
3. No smoking, food, bottles (other than plastic), glassware are permitted.
4. All trash and litter must be cleaned up.
5. Lights must be turned off and doors locked when you leave.

### **Smoking**

No Smoking is permitted in the Pool or Spa areas, Clubhouse or Billiard room, Fitness Room, or Laundry rooms. This includes e-cigarettes and Cannabis use.

### **Parking**

1. Each unit is assigned a covered parking space. No parking in anyone's space is allowed without the unit owner's permission. Violators will be towed at the vehicle owner's expense.
2. Guest Parking is available along Via Carisma and San Jose Road.
3. No trailers, boats or vehicles may be parked within the complex except for loading/unloading, and then up to a maximum of 4 hours. After 4 hours, they are subject to towing at the owner's expense.
4. Overnight parking of occupied recreational vehicles is prohibited.
5. No vehicle maintenance is to be performed within the perimeter of the complex except for emergency service such as repairing a flat tire or recharging a battery.
6. Unlicensed and inoperative vehicles are prohibited and will be towed at the owner's expense.
7. No storage of any items except motor vehicles in the carport parking spaces. Items left are subject to removal and disposal.

## **Waste Disposal**

1. The trash dumpsters shall be used for the disposal of normal household refuse only.
2. Food waste shall be placed in plastic trash bags.
3. All refuse, except recyclables, shall be placed in the dumpster itself, and shall not be left elsewhere in the trash enclosure, the common area, or in view of the common area.
4. Recyclable items should be placed in the blue recycling bins.
5. Cardboard boxes should be collapsed to minimize the space they take up in the recycling bins. Collapsed boxes too large for the bins should be cut up to fit in the bins, or should be placed in the dumpster.
6. The following items must be disposed of off-site, not in the dumpster:
  - Environmental waste, such as batteries, paint, chemicals, TVs, and computers (per state and local ordinance).
  - Construction debris.
  - Roof-top equipment, such as water heaters and air conditioning units
  - Excessive moving debris, including furniture, appliances, and mattresses
7. It is each homeowner's responsibility to make their contractors, service personnel, and tenants aware of these policies, and homeowners shall be responsible for violations of these policies by their contractors, service personnel, and tenants.
8. All items to be disposed of must be placed either in a dumpster or in one of the blue recycling carts. Dumpsters and carts are conveniently located in six locations around the property.
9. Homeowners in violation of these rules will be personally responsible for the cost of removing any of the above- mentioned items and disposing of them properly.

All types of recyclable materials can be mixed together in the carts; there is no need to separate them. Large cardboard boxes must be collapsed and cut or folded to fit in the blue carts. If you leave them outside the carts, they may not be picked up. Alternatively, you can bundle them and bring them to the Palm Springs Disposal office at 4690 E. Mesquite Ave. (near Gene Autry Trail) during business hours.

Do not leave large items, such as furniture and appliances, outside the dumpsters; they will not be picked up, except by special arrangement with Palm Springs Disposal. See their [website](#) for information on disposal of hazardous waste, furniture, appliances, electronics, and other special services.

The franchised trash disposal service for the City of Palm Springs is Palm Springs Disposal (760-327-1351). Trash pickups are on Tuesday and Friday mornings; recycling on Wednesday only. Service on Tuesday is suspended after the season until the beginning of the next year's season.

### **Laundry Rooms**

1. No garbage other than laundry room refuse is to be disposed of in laundry room containers.
2. Laundry room dryer filters must be cleaned after use.
3. Lights will be turned off and outside door locked and windows closed when leaving the area.
4. Bicycles in storage must be labeled by Unit Number and removed upon sale of your unit. Bicycles stored are at your own risk and are the sole responsibility of the owner.

### **Rooftop Service & Maintenance**

1. Prior to performing any roof top activity for any reason, the proposed activity must be reported to management.
2. Service and maintenance of rooftop equipment must be done in a manner that satisfies all applicable city and state building and safety codes.
3. All contractors and repair personnel shall be licensed and bonded.
4. All equipment, including, but not limited to, water heaters, heating and air conditioning units, and satellite dishes, shall be permanently labeled as to the unit number that it services. Such labeling shall be etched, engraved, or printed with an ink that will not fade or run.
5. It is each unit owner's responsibility to make their contractors aware of this rooftop service and maintenance policy, and any violations of the policy may result in a fine to the unit owner.



## **Satellite Dish Policy**

Prior to any installation the owner must notify WhiteStar Management and gain permission to have a satellite dish installed per HOA policy.

While a dish may be installed with permission from WhiteStar an "Architectural Variance Request" must be submitted for post approval by the board at the next monthly HOA meeting. a required refundable deposit of \$350 to have a satellite dish installed.

1. The Owner assumes all responsibility for the satellite dish including installation, service and removal. This includes any damage caused to the structure by the satellite dish from, installation/removal/service, wind storms, natural disasters and other acts of god.
2. Satellite dishes are not to be installed in any manner that is connected or penetrates in to the roof, eaves or any part of the structure.
3. Placement of the satellite dish must be as inconspicuous as practical.
4. Installation should be ideally on a weighted surface supplied by the provider.
5. All cable shall be placed to be as undetectable from a ground view as possible and in a compatible light color.
6. Any holes in the stucco or exterior walls shall be properly sealed around cables.
7. Satellite dishes must be permanently labeled as to the unit it belongs. Either etched, engraved or with an ink that will not fade or run. Unlabeled satellite dishes may be removed and/or discarded.
8. Upon sale of property or discontinuance of service the satellite dish must be removed. This includes all cable and hardware and the patching and painting of any holes in the structure in the common area view or on exterior structure. This by a licensed, bonded and approved contractor.
9. After removal and inspection the deposit may be refunded in 14 days.
10. All proposed projects must address the protection of the roof membrane. Any holes necessary to install equipment must be reported. Any damage to the integrity of the roof structure, whether or not approved by management, will be the responsibility of the unit owner.
11. All debris and old equipment from any rooftop project must be removed from the roof. All large debris must be disposed of offsite, not in our community trash.

### **Rules Applicable To Owners Only**

1. "Short Term Rental Rule" Owners may lease or rent their units for a term of not less than 30 days.
2. Should the unit be rented to a party or agent that party and agent is subject to the 30 day rule for owners. Both are subject to knowledge of the "Rules & Regulations."
3. Schedule of fines for violation for violation of the "**Short Rental Rule**", First Offense Certified Letter , Second Offense \$1,000, Third Offense \$5,000 .Fourth Offense, legal action.
4. Owners must provide all renters and guests with a copy of these rules.
5. Homeowners' assessments are payable on the 1st of each month.
6. A 10% late charge will be applied if payment is not received by the 15th day of the month in which it is due, regardless of the date of mailing. Automatic payment option is available.
7. Interest will be applied at the end of the first month and each month thereafter at the rate of 12% per annum on all amounts unpaid.
8. Costs for filing liens, attorney's fees, foreclosure costs and other related charges will be borne by the homeowner.
9. Owner to supply management a copy of "Rental Agreement" and contact information.

### **Rules Applicable To Owners And Long-Term Renters Only**

1. Each unit is to be used as a private residence only.
2. No exterior changes of any type may be made without the prior written consent of the Board of Directors.
3. No additional outdoor lights may be connected to the Association's meters.
4. Patios must be kept neat; trees, shrubbery and other lawn areas must be kept trimmed.
5. Trees and plants in patios may not grow higher than the balcony floor of the upstairs unit.
6. No planting is permitted in the common areas without prior written Board approval.
7. Only one (1) "for sale, lease or rent" sign, two-feet square with brown lettering on a beige background, may be displayed.
8. Sign must be posted within the unit's exclusive use area. No signs may be posted in the common areas.
9. Antennas may not be installed without the Board's advanced written approval, subject to acceptance of liability form.
10. All satellite dishes must have prior approval, subject to acceptance of liability form.
11. Gas and electric barbecues are permitted on patios and balconies. No charcoal barbecues are allowed.
12. Patios are not to be used for storage. Patios/decks may only be furnished with typical patio type furniture, i.e.: tables, chairs, lounges, umbrellas, barbecues, and other patio style furniture. Patios must be kept with a pleasant aesthetic view from the common area. This includes the view at the front entry.

### **Fine Procedures**

Homeowners must be familiar with all Rules and Regulations as stated in the Covenants, Conditions and Restrictions (CC&R's) and the By-laws of this rule book. Homeowners are responsible to ensure that they, their tenants and guests are fully aware of these rules and regulations and must provide all tenants and guests with copies thereof.

Homeowners are financially responsible for the violation of these rules by their tenants and guests. All fines will be assessed against the homeowner. If any damage is done to the common area, furniture, clubhouse, or other appurtenances, by any homeowner, tenant or guest, the homeowner shall be financially responsible for such damage.

The Board of Directors has full authority to levy any of the warnings and/or fines after a legally scheduled hearing.

Any penalties may be appealed to the Board of Directors at their next regular meeting following the date of the violation. If not appealed, fines are to be paid with the next monthly homeowner dues payment.

### **Schedule Of Fines**

- **FIRST OFFENSE:** Warning letter sent certified with specified time for correction. If not corrected within time limitation, violation is considered as a second offense.
- **SECOND OFFENSE:** After 30 Days the homeowner will be fined and billed up to \$250 for the violation. And if any costs or expenses are incurred by the Association in regard to processing and/or collecting fines resulting from violations of the Association's Rules & Regulations or Governing Documents, such amounts will be assessed against the homeowner.
- **THIRD OFFENSE:** After 60 the homeowner will be fined and billed an additional fine up to \$500.00. And if any costs or expenses are incurred by the Association in regard to processing and/or collecting fines resulting from violations of the Association's Rules & Regulations or Governing Documents, such amounts will be assessed against the homeowner.
- **FOURTH OFFENSE:** A fine of up to \$500 will be applied for each week the violation is not corrected in addition to the above fines.

The above enforcement fines apply to any future adopted Rules and Regulations as well as any CC&R's infractions.

## **ARCHITECTURAL ISSUES**

In general, owners, renters, and guests are prohibited from making any alterations, additions, or modifications to the exterior portion of any unit or the common area without prior written Board approval. To obtain approval, complete the Architectural Variance Request Form below and submit it to Management. See forms below:

[Architectural Variance Request Form \(PDF\)](#)

[Architecture and Design Control \(from Covenants, Conditions & Restrictions\) \(PDF\)](#)

### **Pre-Approved Architectural Items**

The following items have been pre-approved for installation without prior Board approval. However, door and window replacement still require submission of the Architectural Variance Request Form to notify Management.

For installation, you may hire your own licensed contractor or one recommended by Management. In some cases, a city permit may be required for installation.

### **Front Doors**

Classic) models FC-25 (glass design at top) or FC-60 (no glass)  
(FC-60).

**Painting of Front Doors** may be permitted to an approved color. This process requires an "Architectural Variance" and approved by the "Architectural Committee". Specific color available from the management company.

### **Screen Doors**

Brand/Model: Gatehouse Gibraltar 36-inch Black Steel Security Screen Door, Item #62469

Brand/Model: SafeHome 36-inch Black Steel Security Screen Door, Item #546968  
(and several more decorative models .

\*All available at local hardware stores.

### **Windows**

These are the sliding windows in bedrooms, dining room, and kitchen. Note that the City of Palm Springs no longer allows aluminum-frame windows.

Brand/model: Amsco horizontal-sliding, vinyl, retrofit frame with lifetime bronze finish, and dual-glazed, clear, low-E glass

Available at: California Window & Door, Palm Desert; phone 760-844-2786 (Craig) or 760-773-1053 (main number)

### **Balcony Screening**

Outdoor sunscreen or shade fabric can be hung from the balcony ceiling to screen out intense morning or afternoon sun. Approved colors are tan or beige and dark or dull green.

The Association is responsible for the common area water lines and drain lines in the outside walls and the common walls between the units and up to and excluding the angle stops shut-off valves, shower/tub valves and stems, drain lines and water lines in the walls within an owners unit, which services that unit, belonging to the homeowner. The pressure regulator belongs to the homeowner.

The common electrical includes wiring up to but excluding the interior breaker box. The homeowner is responsible for the breaker box and electrical from the box.

Each homeowner is responsible for their unit's exterior water valve, water faucet, water heater, airconditioner, and furnace. Homeowner responsibility includes leaks found in the air conditioning unit itself and ductwork.

The Association is not responsible for the protection/repair or replacement of screen, glass doors, windows, entry doors and hardware thereto, outside light fixtures or wrought iron gates on the patios. These items are, of course governed by the architectural standards.

### **3.(a) Adopted November 1997**

Owners shall be liable for damage to the Common Area or adjacent units if such damage is caused by such Member's negligence or willful misconduct. Such costs shall become a lien upon the Owner' Unit and may be collected in the same manner as regular assessments, through the foreclosure as set forth in Article III of the CC&R's.

It shall be the responsibility of the individual Owner to turn off their water shut-off valves during any period of time in which the Owner or his tenants or guests are not residing in the Unit for a time period of seven (7) consecutive days or more. In the event a water pipe break or otherwise causes damage to the Common Area or another Owner's Unit(s) as a result of failing to shut off the water valve, then the Owner whose unit is serviced by said water valve shall be liable for the cost of repair of the Common Area (including the water valve). The cost of repair shall be imposed as a special assessment against said owner which may become alien against the Owner's Unit as set forth in Article III of the CC&R's.

### **Insurance**

CC&R's Article 8.9 Individual Insurance.

An owner should separately insure real and personal property and shall obtain and maintain personal liability and property damage liability insurance for the unit.

**These Rules and Regulations of Canyon Country Club Estados Homeowners Association were amended and approved by the board of Directors on January 1, 2018.**