President’s Letter
By Mike Barsul

In the Fall Newsletter, I talked about the importance of the APPlication when it comes to homeowner plans to consider making landscape changes and architectural changes to their units. Submitting an APPlication starts the dialogue between homeowner and respective Committees. Thank you for reading about the importance of the APPlication.

Sunshine Villas, in the eyes of California Law, is a legal entity, required and obliged to follow many legal mandates. First and foremost of these legalities is the Davis-Stirling Act, followed by our CC&R’s, followed by our Rules and Regulations. A major part of the work of the Board is to ensure we fulfill our fiduciary responsibility, and act in accordance with all applicable laws.

As homeowners try to engage with the Board governing process, they have questions like “How do items get on the agenda for a Board Meeting; Why are homeowner comments usually not responded to at a Board Meeting; Why are the actual comments not written in the minutes?” The answers to these questions are all reflected in the legal mandates. I would like to direct your attention to the article further below in this newsletter, clarifying these issues for us all.

And now is the time to consider your candidacy for a Board position. There are four positions up for election in February, and you are being asked to vote this January for homeowners to fill these positions. We need the vote of every homeowner, and we need you all at the Annual Meeting on Saturday, February 16.

Enjoy your Holiday Season at Sunshine Villas!

*Note: “APPlication” doesn’t refer to an actual app; it’s just a clever name way to say this, to draw your attention to the applications available online at the Sunshine Villas website http://sunshinevillashoa.com/

SVHOA Annual Meeting

The Annual Homeowners’ Meeting will be held on Saturday, February 16 from noon to 1 pm at the auditorium of the Mizell Senior Center across the street in Sunrise Park. All are encouraged to attend and participate.

New Architecture Rules and Guidelines

The Sunshine Villas Homeowners Association Board of Directors recently approved all-new, comprehensive Architecture Rules and Guidelines governing how homeowners may make changes and improvements to the exteriors of their units.

These new guidelines cover nearly every situation a homeowner might encounter in making an improvement. They are the result of a months-long effort led by the Architecture Committee, with input from the Board and homeowners, who were given the opportunity to review a draft version in October. These are the first complete instructions for improvements ever completed for Sunshine Villas, covering topics from pavers to solar panels.

The new guidelines were included in the annual mailing sent to homeowners last month.

Everything requiring approval is spelled out in detail (as well as those changes requiring no preliminary authorization). And the guidelines emphasize the
importance of completing an application and obtaining approval before beginning any work.

We recommend you set aside some time to review the new guidelines if you are considering making any changes to your unit. If you have any questions, please direct them to the Architecture Committee through the management office.

**Land Lease Update**

Homeowners should have received a notice from CAFS with the results of the ballot concerning a special assessment to hire an attorney to consult homeowners on first steps in possibly extending the land lease.

Since we have 120 units at Sunshine Villas, a majority vote by 61 households (half + one) is needed for a vote to pass, even if less than all 120 households vote. Eighty (80) households voted Yes, while 13 voted No, so the vote for a special assessment was passed. Please see the letter that was sent with instructions for paying the assessment.

As a reminder, this was a vote for an assessment fee resulting in hiring a qualified attorney to represent the homeowners in the initial land lease extension negotiations.

As a result of consulting with a land lease attorney, an initial deposit of $25,000 is a starting budget for attorney fees. This vote was to indicate whether you agree to an assessment fee of $208 per household (based on 120 households) to move forward with these initial land lease negotiations.

We know that extending the lease will have a cost and the monthly land lease cost will increase with a new contract. As homeowners we need to be prepared for these expected, and at this time, uncertain expenses.

Please note, unless an owner decides to sign the lease extension, the current land lease does not change and continues until it expires in 2042.

The ad hoc Land Lease committee is going to keep us posted on next steps in the coming weeks.

**Holiday Decorations**

Thanks to Gail, Ray, Stan and Richard who volunteered to put up holiday wreaths and decorations on our mailbox-es this year. It makes for a festive community and helps brighten up the shorter days of winter. Special thanks to those who donated new bows, baubles and other decorations last year. They freshened up many of the wreaths from years of use. You may notice that a few of our decorations are still looking a bit tired. This is a good time of year to buy new decorations from Michael's Store for next year at a discount. Bows, ornaments and wreaths are on sale before and after Christmas. A $4 purchase netted a new bow and 2 ornaments for one mailbox wreath. If anyone would like to buy and donate some new decorations, we could keep them with the wreaths in the guard house and next year spruce up our holiday decor. Maybe even have a wreath revival social event! Thanks to Nona and Ray for removing the holiday decor on New Year’s Day.

Happy New Year Sunshine Wreaths' Villa!!!

**Mesquite Golf and Country Club**

Our neighbor, Mesquite Golf and Country Club, is thankfully up and running for the 2018-19 season. For Sunshine Villa owners, guests and renters, you can't be any closer to a golf course than this, and it offers various specials throughout the season listed on its website: mesquitegolfcc.com. Here are some quick facts about MGCC:

- The Regular Rate for 18 holes is $57 with a $47 early bird and $49 “Twilight” rate. Twilight starts at noon!
- If 18 holes is too much, it advertises nine holes for only $35 at prime time.
- Seasonal memberships are available as well, starting at $1400 for a two-month membership and unlimited days of play.
- While the clubhouse was designed to take in the view, it appears the restaurant is not going to open this season. However, Mesquite is planning on opening the snack bar. This could change as finances improve, so keep checking.
• There is a driving range with amazing views of the mountains. A golf pro is also associated with the Club and he provides instructions to all levels of golfers. His name is Jim Schreiber, (414) 828-2403. If you are a golfer or have guests who are, it would be worth checking out Mesquite Golf and Country Club.

You Can Get There From Here!
Getting to Los Angeles Without Driving Your Own Car

Second in an ongoing series.
In the last issue, the newsletter explained how to get to LAX by renting a car one-way at PSP and dropping it off at LAX. This is convenient if you have a lot of luggage. Enterprise and Costco offer a good price deal.

Our second suggestion is to take the bus, in this case, probably one you’ve never heard of: Flixbus, which has become a very popular travel option in Europe, now in North America but originally developed by several young Germans. Flixbus prices vary from under $10 up to $20 one-way to take you from its terminal at 6600 N. Indian Canyon Drive, just off Garnet Avenue, right by the 10 Freeway in North Palm Springs, to five potential destinations in Los Angeles, including downtown and UCLA (but not LAX).

Flixbus schedules vary day to day, and arrival and departure times might not seem very convenient, but the bus ride itself lasts only about two hours and remember, you don’t have to drive your own car. If you decide you don’t want to go to Los Angeles after all, you can take Flixbus to Las Vegas or a number of other destinations.

Flixbus is very up-to-date technologically, and you have to transact all your business online through its website and an account you set up with the company. It’s a bit like using Uber. Naturally they provide free Wi-Fi onboard.

To find out more about Flixbus, go to its website: www.flixbus.com/bus/palm-springs-ca

Maintaining While Wet

The trim painting done over the summer took longer than expected due to, you guessed it, rain delays. Likewise, our annual roof maintenance—because it’s difficult to maintain a roof when it’s precipitating. Scheduled maintenance at Spa #3 is taking longer than expected because undue humidity has increased the necessary curing time for the new plaster. These delays couldn’t be avoided, but the upside is we need the rain.

Adieu, Card Reader

It’s been a fixture at our front gate for decades, but now it is no more—the card reader residents and renters used to enter Sunshine Villas (along with the electronic clickers).

The SV Board of Directors voted to uninstall the ancient card reader since it could no longer be repaired for a reasonable cost. Homeowners may now turn in two cards and receive a free clicker (normally a $40 charge through the management office).

Some newer cars enable their owners to program their garage door openers to operate on the rear-view mirrors. They can also program in the front gate to open.

Also, the manual front gate code has been changed. Homeowners should have been informed of the new code through a recent mailing. Please be judicious when giving out this code (which you really should not do if at all possible). Guests should use the keypad by the gate to call you so they can enter.

A Modern Fable

By “Sunny Villa”

(Guest writer “Sunny Villa” takes a look at life in the Coachella Valley, its people and natural riches. In this issue, Sunny offers a fable to help us think about our community and its relationship with an important and valuable resource.)

Chapter One, “Drip, Drip, Drip”

Once upon a time there was an All-American family with a nice car. The father drove it to work when it was his turn in the carpool. The mother used it to take her aging mother to medical appointments. Their high school daughter carried her cello to music class in it, and their son, still living at home, drove it to the local community college for his evening classes. On weekends they all went together in it to visit relatives. They depended on that car, and they took care of it with scheduled maintenance and occasional repairs.

However, over the years their car began to deteriorate. The family got stranded on the freeway once when the fuel pump broke; the windshield wipers could no longer be adjusted; and the engine, although it still worked, would soon need a new transmission. Luckily the thermostat still worked, so they caught a
radiator leak in time. Luckily, too, they had spotted brake fluid pooling on the garage floor in time to avert a disaster, and they kept a piece of carpet to sop that up along with any oil leaks. They always carried a case of Valvoline in the trunk in case they had to add more. But the neighbors complained about the oil stains in the driveway, and the family’s aging vehicle, with its inevitable dings and dents, looked more and more out of place. Its mileage kept going down while the price of gas kept going up.

The family didn’t know what to do. All of them relied on dependable transportation. What could they do? Their options were (1) to continue keeping their increasingly expensive, unreliable, and ugly car running somehow, and hope it didn’t just die on them, or (2) to replace it.

If they bought something new, how would they pay for it? They did have some savings in reserve, but they constantly kept using it to pay for necessities like a new roof, major repairs to their pool and spa, outdoor furniture, and some touch-up trim painting. And because of recent vandalism, they needed to improve their home security with a new gate and exterior lighting, as well as replace some stolen equipment. Their mailbox, which was about to fall down, also needed to be repaired. And all the maintenance services—for the pool, the yard, the pest control—were taking more and more out of the family budget all the time.

The son and daughter already had part-time jobs but couldn’t be expected to contribute much. The son had been fired from his previous job when he was late because the car didn’t start. The daughter had missed an audition and had to drop her music class. The father had been looking forward to retiring soon, and the mother couldn’t work regular hours because she was taking care of the grandmother.

But the family didn’t live in 1980 anymore. The world around them was changing, and they had to change, too. Time was running out: drip, drip, drip...

The End of Chapter One, “Drip, Drip, Drip.”

Stay tuned for Chapter Two from Sunny Villa. Did the family members pay attention, focus on their central problem, take the time to clarify and work on their budget, and then determine priorities for their needs. Or...?

ONE-PS—Organized Neighborhoods of Palm Springs

SVHOA is part of the Sonora Sunrise Neighborhood Organization, which extends from Ramon to East Palm Canyon Drive. See previous newsletters for information about the work of SSNO. The neighborhood organization wants our involvement, especially since we were added to it last year. Please come to the SSNO annual meeting on January 14 in the Community Room of the Leisure Center next to the Pool Center across the street in Sunrise Park. Hear speakers talk about neighborhood safety, Open Space preservation, election districting, and events like the free ONE-PS Picnic. The meeting runs from 6:00 – 7:30. Come at 5:30 to meet neighbors from other HOAs and try one resident’s famous lemon bars made from trees in her yard.

Question Corner

Please explain more about communications to and from homeowners and the Board of Directors, especially during Board meetings.

Board meeting minutes. People sometimes ask about the nature of HOA meeting minutes, and the level of detail that “should” be in them. California Civil Code, Section 4000 (aka Davis-Stirling) directs HOA Boards in understanding the nature of meeting minutes: “As a rule, minutes should record what was done at a meeting, not what was said. (Robert’s Rules, 11th ed., p. 468.)” Minutes are the official record of the work of the Association.

Because of the potential for defamation, “...Minutes should not contain owner comments and never be a transcript of every statement made by directors and attendees.”

Topics brought up by homeowners in comments may be listed, but they are not required to be included in minutes, per the Code.

Interacting with the Board during meetings. Per the Code, plus the SVHOA CC&Rs and Bylaws, an HOA Board Meeting is a public meeting of those elect-
ed by homeowners to conduct the business of the HOA. Homeowners are welcome to observe the meeting, but not participate, unless invited by the Board.

Time is set aside for Homeowners to comment on posted agenda items the Board discusses or makes decisions about, as well as other topics of interest to other homeowners. Boards are not required to respond to these comments, engage in a conversation about them, or make any official decisions on them. Boards may decide amongst themselves to answer questions or respond to comments. The SVHOA Board has decided to do this from time to time.

Board members do take note of all homeowner comments. Sometimes items are brought up which might lead to further consideration by Committees, or the Board at future meetings.

As noted in a previous newsletter, the SVHOA Board may or may not decide to discuss items under “Correspondence” in the public meeting, but an email or letter to the Board via Management is always one of the best ways to get items of concern or interest to Board members for possible consideration. Management shares all correspondence to Board members.

**General notes about Communications.** As mentioned, the minutes are the official record of the work of the HOA. Board-established Committees conduct official HOA work by direction of the Board of Directors. Communications among committee members are not official records; resulting documents (e.g., the Architectural Guidelines) are often deemed official documents. The SVHOA newsletter may include HOA information along with its social news but is not an official record. Meetings of homeowners are considered informative or social connections but are not considered official meetings of the HOA (except for the Annual meeting of the Members). No more than four SVHOA Board members may attend such meetings, to avoid them becoming official meetings. Emails among homeowners are also not official HOA business.

Official communications from the HOA to homeowners (e.g., ballots or announcements) goes out via Community Association Financial Services, LLC (CAFS) either in the mail or by email, based on the preferences homeowners indicate on the annual address form (please see the sample insert below for reference). Contact CAFS if you did not receive this form.

The recommended way to communicate with the HOA or the Board of Directors is via Management. It’s always best to start with an email to canderson@mehill.com or phone call to 760-320-5033 Ext. 225. In some circumstances the Property Manager can respond directly to your question or request. Other questions might need the involvement or decision by the Board of Directors and will be forwarded to them in Correspondence.

Remember, also, to visit the Sunshine Villas HOA website. Forms, minutes, newsletters and other information and resources are available there: http://sunshinevillashoa.com/
08/16/2018

SUNSHINE VILLAS HOA
PO BOX 2805
PALM SPRINGS, CA 92263
PHONE 760.323.7475 FAX 760.323.8763

Request for Annual Notice of Address, Representative and Rental status Civil Code §4041

The law requires an owner of a separate interest property to provide written notice to the association of the following information annually. Please provide the information below and return the completed form to CAFS within 30 days. Below is the current information we have on file. If there are no changes please initial on the line below. If CAFS does not receive written notice of a homeowner’s mailing address, the law requires the Association to recognize only the property address for all written communications.

Current Information on File:

Account #: 
Unit Address: 
Mailing Address: 
Email Address: 
Phone: 

All information is correct as is (Initial here) ______

If above is not correct, make changes below:

1. The address or addresses to which notices from the association are to be delivered:

2. An alternate or secondary address to which notices from the association are to be delivered:

3. The name and address of the owner’s legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner’s extended absence from the separate interest:

4. Is the separate interest - (check one) Owner occupied? _____ Rented out? _____ Developed, but vacant? _____ Undeveloped lot? _____

Email address: ________________________________

Contact phone number: __________________________

IF AN OWNER FAILS TO PROVIDE THE NOTICES SET FORTH IN (1) AND (2) ABOVE, THE LAST ADDRESS PROVIDED IN WRITING BY THE OWNER, OR IF NONE, THE PROPERTY ADDRESS SHALL BE DEEMED TO BE THE ADDRESS TO WHICH NOTICES ARE DELIVERED.
SUNSHINE VILLAS HOMEOWNERS ASSOCIATION

ARCHITECTURAL RULES AND GUIDELINES

November 2018

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENDER INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 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.
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INTRODUCTION

These Architectural Guidelines (“Guidelines”) are for the purpose of setting forth the architectural and design review rules and regulations for Sunshine Villas Homeowners Association (“Association”), as described in its Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs”). **WRITTEN APPROVAL MUST BE GRANTED PRIOR TO THE COMMENCEMENT OF ANY ARCHITECTURAL MODIFICATION AND/OR REPAIR WORK REQUIRING ASSOCIATION APPROVAL.** These guidelines supersede all previous guidelines. However, if there is a conflict with these Rules and Article 7 of the CC&Rs, Article 7 governs.

ARTICLE I — PURPOSE

The purpose of these Guidelines is to:
A. Assist Owners in understanding how architectural design standards pertain to designing a proposed improvement and determining how to apply to the Association for approval.
B. Provide criteria for consistent decisions by the Association.
C. Assist both the Association’s Board of Directors and Owners in the process of maintaining a harmonious design within the Sunshine Villas community (hereinafter, referred to as the “Community”).
D. Preserve the harmonious relationship among structures, vegetation and topography.
E. Keep the Community pleasant and architecturally harmonious for the enjoyment of all residents.
F. Promote those architectural, landscape and design qualities in the environment which assure continuity and value to the Community, thus preserving property values.

ARTICLE II — CRITERIA

A. **General.** The Association evaluates all Owner requests seeking architectural modifications (hereinafter, “Request Forms”) on their individual merits. In addition to evaluating the particular design proposal, the Association considers the characteristics of the Unit type and the individual site, since what may be an acceptable design of an exterior in one instance might not be acceptable for another.
B. **Relation to the Existing Environment.** Any Common Area changes or additions can have damaging effects on the feeling of open space. Other factors, such as removal or addition of plant material, disruption of the natural topography, and changes in rate or direction of water run-off could also adversely affect the existing environment.
C. **Conformance with CC&Rs and Guidelines.** All Request Forms are reviewed to assure the proposed modification is in conformance with the Association’s CC&Rs and Guidelines. All building codes must be met, and permits obtained where applicable.
D. **Design Compatibility.** The proposed modification and/or improvement must be compatible with the established architectural and/or landscape elements including similar characteristics and standards of the Community. Design compatibility is defined as similarity of the proposed modification to the existing and surrounding architectural and/or landscape elements including similar quality of workmanship and materials, color and construction details. The basic idea must be sound and appropriate to its surroundings and the Community in its entirety.
E. **Variances.** The Board of Directors may grant a variance from these Guidelines and the provisions of the CC&Rs, provided such variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents, existing laws, or is necessary to avoid extensive hardship, expense or impossibility of conformance. Any variance shall be in writing and does not
constitute a waiver of any Architectural Guideline, the provisions of the CC&Rs and/or hinder the enforcement of the Governing Documents.

F. **Location.** The proposed modifications and/or improvements should relate favorably to the architectural quality of the Community. The primary concerns are visual harmony, location of the proposed improvement to surrounding structures and/or landscaping, topography and drainage.

G. **Scope.** The scope of the proposed modification and/or improvement must relate harmoniously to adjacent structures and its surroundings.

H. **Color.** All proposed exterior modifications and/or improvements must be in accordance with these Guidelines and the Association's Rules and Regulations. All colors must match the exterior color palette of the existing buildings. (See “Paint Specifications” in Homeowners section at www.SunshineVillasHOA.com)

I. **Workmanship:**
   1. Workmanship must conform to existing construction codes and standards within the Community.
   2. All work performed by contractors or individual Owners is to adhere to applicable building codes and industry standards.
   3. After receiving approval from the Association and prior to commencing any work, Owner is responsible for contacting the Association Office when seeking approval for building and completing any construction project. (Note: Interior modifications not affecting the structural elements, exterior, slab, utilities serving other Units, or roof surfaces do not require Association approval). Improvements costing more than $650.00 (or as amended from time to time by the State of California) shall be performed by contractors licensed by the State of California.
   4. Interior modifications having an impact on the structural elements and structural integrity of the Unit or any other unit requires Association approval.
   5. A duly authorized Association representative may at any time inspect the work being performed.

J. **Contractors.** If a contractor is required, only State of California licensed contractors who fulfill insurance and CAL/OSHA requirements may be used. Owner assumes all responsibility for contractors engaged by the Owner during design and construction as it relates to quality of workmanship, safety, and adherence to all requirements as set forth in the Rules and Regulations and these Guidelines.

K. **Commencement and Completion of Work.** All work must be commenced within 120 days of receipt of written approval and completed by the deadline determined by the Association. Approvals are valid for 120 days from the date of written approval. Should construction not commence within 120 days, Owner shall provide written notice to the Association Office. Any improvement construction not commenced within 120 days from date of written approval is required to be re-reviewed by the Association.

L. **Encroachments Into Common Areas.** The Board of Directors shall have the authority to grant exclusive use easements over the Common Area for Unit Owners to extend their rear patios, consistent with the criteria enumerated below ("Board Authority"). The Board's Authority has been voted on and approved by a majority plus one vote of the voting power of the Association and, therefore, such exclusive use easements over portions of the Common Area requires a zero percent (0%) further vote of the Owners. The criteria for such exclusive use easements over the Common Area are identified within these Guidelines.
ARTICLE III — REQUEST PROCEDURE

All changes, additions and alterations to the exterior of an owner’s Unit, any other structure on your property, or in any portion of an Owner’s Exclusive Use Common Area must be approved in writing by the Association before modifications are made. With Owners’ cooperation, the Association can assure a continuity of design helping to maintain the beauty of the Community. The long-term goal is to maintain the harmonious conformity, aesthetics, and ambience of the Community, while maintaining and enhancing the value of each individual property. Some typical exterior modifications requiring approval include, but are not limited to, the following:

A. Any modification having an impact on Common Area elements of plumbing, electrical systems, etc.
B. Artificial turf
C. Common Area landscape changes and other landscape changes identified in these Guidelines
D. Door modifications (installation/replacement/painting of screen doors, garage doors, etc.)
E. Exterior light fixtures
F. Patio and courtyard walls
G. Rain gutter installation
H. Skylights (replacement and/or new installations)
I. Solar panels
J. Windows and exterior window treatments

The following steps must be taken:

STEP 1 — ARCHITECTURAL IMPROVEMENT APPLICATION
Owner MUST obtain a proper Request Form from the Association Office or the Sunshine Villas website (www.SunshineVillasHOA.com) for those improvements falling within Category II.

STEP 2 — SUBMISSION TO ASSOCIATION
Owner shall complete the following. (For additional information, clarification of the topics, or assistance with preparation of the necessary Request Form and approval documents, contact the Association Office during normal working hours):

A. Architectural Request Form
B. Determine whether the improvement or modification is a Category I or II improvement by referring to Article IV.
C. Depending on the improvement or modification, the Association may require additional sets of any applicable plans, specifications, drawings, manufacturer’s brochures, signed construction regulations, and/or other descriptions and signed comments by neighbors of adjacent Units where required. Plans are to be in $\frac{3}{4}$" scale and of professional quality. Plans must clearly show/define the scope of the requested improvement. All plans submitted for the alteration, modification, addition, and/or expansion of a Unit, impairing or effecting the structural integrity or mechanical systems, or lessen the support of any portion of the structure must be by a licensed architect and/or structural engineer. If a building permit is required, a copy of the plan, stamped, dated and approved by the City of Palm Springs, and a copy of the building permit from the City of Palm Springs must be provided to the Association Office before construction can commence.
D. Some Category II improvements might require an Architectural Improvement Agreement (available through Property Management) if the improvement has an impact on structural issues, involves the granting of an exclusive use easement over a portion of the Common Area and/or expands/changes the Association’s maintenance responsibilities (properly completed and signed...
before a notary public). If an Architectural Improvement Agreement is required, the Association may also require a copy of the Owner's Grant Deed in order to obtain the proper legal description of the Unit.

**STEP 3 — ASSOCIATION REVIEW/APPROVAL**

A. Association shall review the forms for adequacy of information and determine the category of the request (refer to Article IV below).

B. An Association representative (i.e., Architecture Committee chair, Property Management) may visit the site to understand the scope of the modification and/or improvement. If a Request Form is determined to be incomplete and/or additional documentation or inquiry is required, Property Management shall inform the applicant in writing as soon as possible. In such an event, a Request Form requiring more documentation and/or information shall not be deemed “complete” or “submitted.” If at any time, a portion of the plans or related documents submitted to the Association is later determined to be ambiguous and/or fails to provide sufficient detail, the Association reserves the right to require the Owner/Applicant to submit additional plans for review. In such an event, Association may withhold approval for that portion of the modifications, which was not clearly identified until it has been modified to conform to the Association's requirements.

C. After it has determined all required materials have been received and the Request Form is “complete”, the Association shall approve/disapprove the request, except for requests related to variances (see below) from these Guidelines, which shall be forwarded to the Board of Directors. The Board of Directors shall further transmit its decisions and the reasons therefor related to the proposed improvements to the Owner/Applicant at the address set forth in the Request Form within sixty (60) days after it has been determined all required information and materials have been received and the Request Form is complete. **NO CONSTRUCTION RELATED TO THE ARCHITECTURAL IMPROVEMENT MAY BEGIN UNTIL OWNER HAS RECEIVED THE APPROVAL NOTIFICATION (AND COMPLETED ANY LISTED DEFICIENCIES AND RECORD A NOTICE TO PROCEED).** Notwithstanding the foregoing, the Association shall have the right to extend this 60-day time line for an additional sixty (60) days upon written notice to the Owner. (For example, in the months of July and August, the Board of Directors does not meet. As such, any Request Form submitted during June, July, and August might require an additional 60 days.)

D. If approval is denied by the Association or a condition is imposed by the Association with which the Owner disagrees, the Owner may appeal such denial to the Board of Directors within fifteen (15) days of the decision by submitting a written request for appeal. The written request shall be reviewed by the Board of Directors within sixty (60) days of the Association’s receipt of the written request.

E. **Variances.** Any Submission, which is a variance from the Guidelines, shall require approval by the Board of Directors in accordance with the CC&Rs. Upon request by an affected Owner, the Board may grant variances from the requirements of the Guidelines, provided the variance is reasonably necessary in order to carry out the general purpose and intent of the Governing Documents, existing laws, or is necessary to avoid extensive hardship, expense or impossibility of conformance.

F. The approval of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Association shall not be deemed a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

**STEP 4 — COMPLIANCE AGREEMENT**

Following approval of a Request Form which involves a contractor's services, the Owner shall: (1)
advise the contractor prior to starting work of the specific conditions and restrictions associated with the conduct of the work within the Community; and (2) complete and sign the Compliance Agreement supplied by the property manager with both Owner’s and Contractor’s signatures.

**STEP 5 — PERMITS AND LICENSES**
If a building permit is required, Owner is responsible for obtaining the proper building permits and submitting approved stamped set of plans to the Association. A copy of the building permit, signed off by the City of Palm Springs, must be sent to the Association Office prior to the commencement of construction. **A building permit issued by the City of Palm Springs must be available for inspection at all times. If a Contractor is used, a copy of Contractor’s license showing expiration date must be submitted to the Association.**

**STEP 6 — INSURANCE**
(For all improvements requiring a building permit from the City of Palm Springs or as required by the Association): Upon approval of the Request Form by the Association, prior to the commencement of construction, the Owner must also submit to the Association a copy of the current certificates of insurance of his/her Contractor [or of Owner, if no Contractor is used] for each of the insurance policies enumerated below to the Association before commencement of work. All policies for liability protection, bodily injury or property damage shall specifically name the Association as an additional insured. The additional insured endorsement must have both Primary and Non-Contributory wording. (See sample of Insurance Certificate and Endorsement in Appendix 1) The insurance certificate(s) and additional insured endorsement(s) shall contain an additional stipulation written notification of any change and/or cancellation of the policy(ies) shall be provided to the Association Office in writing within forty-eight (48) hours of such change and shall require thirty (30) days written notice of cancellation. Said policies of insurance shall include the following limits:

A. Bodily injury insurance with limits of not less than $500,000.00 for each person and $500,000.00 for each accident.

B. Workers compensation insurance for all personnel working within the Community.

C. Property damage liability insurance with a limit of not less than $500,000.00 for each accident.

**STEP 7 — RECEIVE NOTICE TO PROCEED**
Upon satisfaction of all deficiencies, Owner shall be notified via a Notice to Proceed. **No work on the improvement may commence until Owner/Applicant has received a written Notice to Proceed. Work must commence within 120 days; beyond that time, a new application must be submitted.**

**STEP 8 — DURING AND AFTER COMPLETION**
Owner shall be responsible for compliance with all guidelines, as set forth in these Guidelines:

A. If any modification is required to the Common Area landscape (e.g., removal, irrigation system adjustments), it is the Owner's responsibility to contact the Association Office at least 72 hours in advance regarding the shut off/on of Common Area irrigation systems to accommodate construction. The Owner is responsible for maintaining and watering all landscape while irrigation is turned off due to construction and is financially responsible for any foliage or turf replacements necessary due to construction.

B. Owner is also responsible for the actions of all Contractors, subcontractors, material suppliers and all other invitees ("Invitees") entering the Community under his/her direction and/or at the request of the Owner's Contractor. Failure of the Owner's Invitees to comply with the Association's requirements may result in the enforcement procedures against the Owner, including the halting
of your construction.

C. Owner is responsible for any damage to existing Common Area landscaping, irrigation, or electrical elements, as well as any other improvement within the Community. During construction, if any damage is found, Owner shall be responsible to repair/replace such damage within five days upon written notice from the Association.

ARTICLE IV — IMPROVEMENT CATEGORIES

General. All proposed modifications and/or improvements must adhere to the Guidelines set forth in this document. Specific pre-approved improvements and additional design specifications are listed below. These pre-approved improvements have been the most commonly requested improvements within the Community. Improvements (other than those listed in Category I) require submission of a Request Form for each improvement desired prior to commencement of work.

CATEGORY I — Acceptable Architectural Incidental Elements Not Requiring Approval

Owners may (1) make minor repairs to the exterior of the Unit; (2) paint the interior of his or her Unit any color desired; or (3) improve or alter any features within the interior of the Unit, provided such improvement or alteration is in accordance with the Guidelines and does not impair or alter the Common Area, any utilities, or other systems servicing the Common Area or other Units. Additionally, Owners do not need prior Association review or approval for the following specific incidental elements. For any items other than those listed below (or any deviation from the criteria established below), a Request Form must be submitted and approved by the Association as well as other documentation as listed in the other categories.

A. Barbecues (portable). Only electric barbecues and/or those supplied with natural gas or propane are permitted. Charcoal grills are not permitted. Removable protective barbecue covers are permitted, provided they are maintained in good condition. Any barbecue covers which are worn, torn, frayed, or are otherwise in poor condition should not be used. Only one free standing or portable barbecue is permitted per patio. Any barbecues not meeting the specifications herein (i.e., permanent) shall be considered a Category II improvement and a Request Form along with Association approval is required. No old, broken or rusty barbecues are allowed.

B. Flags and Banners. U.S. and/or Canadian flags permitted by federal or state statute should be displayed from a bracket holder. The brackets must match the color of the standard (pole) or the surface upon which it is mounted, and the standard (pole) must not exceed six feet (6') in length. U.S. flags must comply with U.S. flag courtesies, procedures and etiquette. One (1) seasonal or holiday flag may be displayed in the same flagpole holder, in lieu of the U.S. or Canadian flag, provided the flag or banner complies with the provisions set forth herein. Such flags must be in good condition and any faded or torn flags must be removed immediately. Flags or banners commemorating a special occasion are permitted for a period of up to three (3) days. All flags must be in good taste and cannot be used to advertise any commercial product or entity.

C. Holiday Lights. Holiday lights may be displayed no earlier than the weekend following Thanksgiving Day and must be removed no later than January 15; provided, further, the Holiday Lights:
   a. Do not have an impact on public safety concerns.
   b. Do not have an impact on any building component and/or maintenance area the Association is obligated to maintain.
   c. Do not interfere with the quiet enjoyment of the residential Units within the surrounding area.
d. Do not use nails to hang the lights from the fascia. Instead, removable hooks causing no damage should be used. Putting nails in the fascia is considered a violation.

D. **Patio and/or Courtyard Furniture.** Patio and/or courtyard furniture must be clean and in good condition.

   a. All patios and courtyards must be kept in neat and tidy condition. All furniture contained therein must be clean and in good condition. Specific examples of what is not acceptable include but are not limited to: overgrown shrubs, indoor furniture, trash, stored items, piles of boxes and patio furniture in disrepair or poor condition.

   b. Patio and/or courtyard furniture shall be displayed in conventional groupings. Stacking of furniture and/or placement upon the patio or courtyard in a “storage” fashion is prohibited. Furniture may be moved to one corner for protection if the owner is to be absent for an extended period of more than one month.

   c. Protective and/or storage covers are permitted provided they are maintained in good condition.

   d. All patio furniture shall be of an exterior type.

   e. Horizontal storage containers are permitted on the patio.

E. **Window Coverings, Exterior.** For purposes of assisting Owners in reducing power bills, tinted windows, and/or windows with tinted film shall be allowed, provided they conform to the criteria set forth below. Exterior roll-up plastic shade, screens and panels are not permitted.

   a. Regular Screens — frames on regular screens shall be the color of the window frame as originally installed. The use of natural metal, aluminum, bright metal, etc. as a screening material is prohibited.

   b. Window Tinting — Window tinting shall be permitted provided it is maintained in good condition and the colors are limited to Solar Bronze or Solar Grey. Window frame must match existing frame color as originally installed.

F. **Window Coverings, Interior.** The coverings of any window or sliding glass door visible from the Common Areas are subject to the following criteria: paper, aluminum foil, or reflective insulation is not permitted. Draperies or drapery liners, shades, and/or shutters shall be of natural, white, or earth tones. The use of primary colors, floral or multi patterned fabrics, metallic, or reflective colors and/or finish visible from the street is prohibited.

**CATEGORY II — Improvements or Modifications Requiring Approval**

A. **General.** For all Category II Improvements:

   a. Specific Association action (approval or denial) is required in every case and prior to starting construction. An Architectural Request form must be submitted in accordance with the Request Procedure as detailed in Article III of these Guidelines. An Architectural Request form is required if the improvement has an impact on structural issues, involves the granting of an exclusive use easement over a portion of the Common Area and/or expands/changes the Association’s maintenance responsibilities including, but not limited to, the installation of solar tubes, atrium enclosures and patio extensions.

   b. The comments and/or evidence of plan review in the form of a signature on the drawings or evidence of a certified letter of any neighboring Owners as determined by the Association may be required on certain architectural elements as indicated in these Guidelines. If required, such comments and/or evidence of plan review must be included on the Architectural Request form.

   c. In the event any Architectural improvement is not properly maintained, the Association shall have the right to require such maintenance or subsequent removal of the improvement in
accordance with its Enforcement Procedure.

d. Any Common Area turf/grass area disturbed by construction of the improvement must be replaced in sod or other landscaping acceptable to the Association.

e. Any Category II installation, improvement or modification having any impact on the roof system must get approval. Detailed roofing plans must be submitted for review by the Association. An inspection and approval of construction, prior to application of subsurface materials, must be made by at the Owner’s cost and expense.

B. Board of Directors Approval to Grant Exclusive Use Easements Over the Common Area to Extend Patios. The Board of Directors must approve any proposed improvements encroaching on the Common Area. Such authority is based upon provisions in the CC&Rs as well as California law provided such portions of the Common Area is/are nominal in area, adjacent to the Owner(s)’ Unit and/or Owner(s)’ Restricted Common Area, such use does not unreasonably interfere with any other Owners’ use or enjoyment of their respective condominium Unit(s), the nominal portion of the Subject Area is generally inaccessible and not of general use to the membership at large of the Association and the Architectural Improvement Agreement transfers the burden of management/maintenance of the Subject Area to the Unit Owner. Owner shall be required to pay the applicable fee for an easement to permit Owner’s exclusive use of said Common Area as identified in Article III, Step 3 (page 5) of these Guidelines.

a. Air Conditioning (New Installation). Owners shall be responsible for maintenance, repair, and replacement of the air conditioning units for their Units. New installations of air conditioning units (i.e., split air conditioning units) must comply with the following criteria:
   I. Owner is responsible for all damages to the Common Area, including drainage lines, etc. as a direct result of the installation of the air conditioning units.
   II. Condensation line must be copper and run to the roof drain or gutter.
   III. All ducts must be tested.
   IV. All conduit, gas, electric and condensation line must be on blocks.
   V. All city permits must be secured and submitted with the Architectural Request.

b. Air Conditioning (Replacement). Owners shall be responsible for maintenance, repair, and replacement of the air conditioning units for their Units. All existing air conditioning units may be removed and replaced provided:
   I. Owner is responsible for all damage to the Common Area as a direct result of the replacement and/or service of the air conditioning units.
   II. Condensation line must be copper.
   III. All conduit, gas, electric and condensation line must be on blocks.

   I. Exterior ceiling fans are allowed on side/rear patios only.
   II. Single recessed lighting or non-light models are acceptable.
   III. Multi-light ceiling fan models are prohibited.
   IV. Ceiling fans must be UL approved for exterior use and must be installed by a licensed electrician. A maximum of two (2) fans are allowed per patio. Owners are responsible for repairs to ceiling, stucco, and paint in concert with ceiling

d. Concrete Replacement/Addition. All patio concrete installations, including color selections, must receive approval from the Association and shall be of a color harmonizing with the surrounding Community. Soft-set pavers—up to 24” x 24”—are allowed; this allows access by the Association for any future underground pipe and/or utility repairs. Solid cement patios are no longer permitted by the Association.

e. Doors and Windows.
   I. Owners may replace front doors with doors in a modern architectural style. Security and
screen doors are allowed on front entrance doors but must be contiguous with and not extend above the surrounding wall. The front door and security door may be painted by the Owner, who then assumes responsibility for maintenance.

II. Replacement sliding doors must be of the same material and type and match the original aluminum frame and single-light window. Divided lights such as French windows are not allowed. Sliding screen doors may be replaced or upgraded to security grade with similar units fitting the existing tracks and are of the same material, style and bronze color as the originals.

III. Replacement windows must match the original aluminum frame. They shall be installed in a professional manner by a licensed and bonded contractor experienced in retrofits. They must retain structural integrity of the roof and supporting structure and must meet building codes for Palm Springs, California. The contractor shall obtain the necessary permits and approvals from the planning department before beginning construction if required.

IV. The Owner must insure any exterior trim or flanges do not cover or cut into the fascia board above the door header.

V. The Owner and any subsequent Owner shall be fully responsible for the maintenance and repair of any associated leaks if they occur.

VI. Any installation found to violate the standards contained in this document requires correction by the Owner(s) at their own expense.

VII. Owner must agree in writing to these conditions and standards before approval can be granted.

VIII. Garage doors may be replaced with four-panel roll-up doors matching existing doors and shall be painted to match the existing door colors.

f. Lighting.
   I. Owner installation of lights in the Common Area is prohibited without prior written approval from the Association excluding seasonal lighting per Category I.3. above. Additional Exterior wall mounted lighting (patio and/or entrance) must be approved by the Association. All light bulbs used in outdoor fixtures must be of the soft white type.
   II. Low-Voltage Lighting Systems may be added to the front courtyard and rear patio area in accordance with the following:
      a. Lighting shall not be objectionable to other Owners/residents.
      b. Flashing, blinking and/or strobe lights are not permitted.
      c. No lighting shall be aimed directly at other buildings.
      d. All lighting shall be maintained in a good state of repair, and such repair, maintenance and replacement of lights are the responsibility of Owner.
      e. Lighting must not interfere with gardening maintenance on lawns or shrub area.

   g. Patio and Courtyard Covers. Patio and courtyard covers are free standing structures intended to provide shade, including fabric covers and/or tents, and are not permitted. Patio umbrellas are permitted.

   h. Patio Deck Surfaces may be of tile, stone or decorative covering in earth tone colors. Association is not responsible for any damage to the patio surface as a result of its irrigation and/or landscape maintenance operations.

   i. Patio Extensions and/or awnings extending beyond the original patio are not permitted.

   j. Skylights, Solar Tubes and Turbine Vents.
      I. New skylights require architectural review and approval before installation as the original.
      II. Existing skylights must be replaced with skylights the same size and height
III. Any damage to a roof or building structure or any water damage associated with the installation or maintenance of a skylight is the responsibility of the Owner.

IV. Installation of Skylights requires a completed and approved Architectural Request Form. Skylights shall be designed to be an integral part of the roof.

V. A drawing of the precise location of each skylight is required.

VI. Skylight removal, preparation and installation must be inspected and approved by the Association at Owner’s cost.

VII. Owner shall be solely responsible for the cost of maintenance, replacement and repair of the skylight.

VIII. A maximum of two (2) rectangular skylights are allowed. The size of the skylight is restricted to two (2) feet on the side facing the street with the other dimension limited to three (3) feet maximum. Rectangular skylights must be flat, parallel to the roof and no higher than seven (7) inches above the roof. The frame must be painted in a color to match the roof color.

IX. The skylight must be installed in a professional manner retaining the structural integrity of the roof and supporting structure and meet building codes for Palm Springs, CA.

X. The contractor shall obtain the necessary permits and approvals from the planning department before beginning construction.

XI. No new solar tubes or turbine vents are permitted to maintain ongoing roof integrity.

ARTICLE V — SOLAR PANELS

Solar panels ARE permitted at Sunshine Villas through requests to the Architecture Committee. They are ONLY PERMITTED on flat roofs and not on tile roofs. Solar panel installations shall consist of a Low-Profile Photovoltaic Rack Mounted System (“PV Rack”; hereinafter, collectively referred to as “Solar Installations”). Solar Installations must comply with the following requirements:

A. Request Process: Solar Installation systems proposed for installation on any portion(s) of the Owner’s Unit, inclusive of the Common Area (i.e., roof system) require submission of a completed Request Form, drawings and detailed plans to the Architectural Committee (hereinafter, collectively referred to as the “Solar Request”). The Committee shall review the Solar Request and, if appropriate, provide written approval of the proposed Solar Installation. No work shall commence without written approval of the Solar Installation.

B. The Solar Request shall include the following:

1. Drawings and Plans: Solar Installation drawings and plans must include the product description and detailed specifications pertaining to the proposed location for the Solar Installation including: design, color of the solar panels and frames (frames may only be in black or bronze color, number of solar panels, the square footage of the roof area to be covered by the solar panels, location of the inverter(s) and all conduit/electrical lines, the location of any penetrations(s) of the existing roof system (“Existing Roof”), as well as an aerial depiction/photograph of the Unit (such as those available via Google Maps). Contractor shall design and install the Solar Installation to provide at least three feet (3’) clearance between any portion of the Solar Installation and any skylight, solar tube and/or chimney.

2. Location of Solar Installation: Solar Installations for placement on the Association’s Common Area roof system are permitted on portions of the flat roof(s) not being used as mechanical staging areas. The Committee, in its sole discretion and on a case-by-case basis, may approve any proposed placement of Solar Installations within existing Flat Roof areas. Solar Installations must be within the roof area associated with and directly above the airspace of the Owner’s Unit. Solar Installations are not permitted on the tile roofs.

3. Engineering: The Solar Installation must be engineered so the structural integrity of the existing
structure and Existing Roof are maintained. Existing trees and other obstructions interfering with the efficiency of the Solar Installations cannot be removed without the written approval of the Landscape Committee.

4. **Technical Compliance:** All proposed Solar Installations shall provide confirmation of compliance with all specifications of Southern California Edison and the North American Board of Certified Energy Practitioners. Any information required to be provided to Southern California Edison or the City of Palm Springs must also be provided to the Committee prior to the consideration of the Solar Request.

5. **Licensed Contractor:** Confirmation the installer of the Solar Installation is a licensed contractor who agrees to indemnify the Association for any damage caused to Association Common Area(s) as a result of the construction/installation of the Solar Installation.

C. **Installation/Maintenance Liability:** Owner and any subsequent Owners shall accept full responsibility for construction/installation of the Solar Installation, as well as all future maintenance and repair of the Solar Installation and the Existing Roof impacted by the Solar Installation (See Architectural Improvement Agreement Section below).

D. **Pre-Construction Roof Inspection:** Once approved in writing by the Committee, but prior to issuance of the Notice to Proceed, a licensed roofer (to be paid by the Owner) and the Association shall perform an inspection of all roofing components and comply with all of the foregoing:
1. Determine the estimated usable life span of the Existing Roof.
2. Verify the Existing Roof has an estimated usable life span to meet or exceed the manufacturer's warranty for the proposed Solar Installation.
3. Verify the Existing Roof is compatible with the intended Solar Installation.
4. Submit an additional and/or revised proposal to the Owner(s) and the Committee if any additional roofing, waterproofing or fireproofing is required beyond the scope of work submitted with the Solar Request.
5. Provide a written report and photographic record of the condition of the Existing Roof to comply with this Section and submit it to the Committee.

E. **Access to Roof:** Contractor is provided with a designated roof access area and walkway for Contractor's use. Contractor agrees to only use these areas. All ladders are to be “tied-off” and secure while being used on jobsite. Contractor's employees working or acting in an unsafe manner shall be asked to leave the jobsite immediately. Any failure to use the designated roof access area and walkway results in the Association issuing a back charge to the contracting Owner for any damage/breakage of roof tiles.

F. **Warranty:** Owner(s) shall obtain at least a ten (10) year roof warranty from the Solar Installation Contractor, with language similar to the following:
1. If a defect in workmanship, inclusive of any labor and materials, is discovered within ten (10) years from the date of completion of the Solar Installation ("Warranty Period"), Contractor warrants and agrees to:
   a. Remedy the found defective conditions and facilitate any and all necessary repairs/replacement all at no charge to the Owner(s) or the Association for the cost of any materials, supplies, labor and/or other costs to facilitate said remedies.
   b. Commence such remedies within three (3) business days after being notified of same and to complete the repairs within a reasonable period of time thereafter.

G. **Architectural Improvement Agreement:** Prior to construction/installation of the Solar Installation, Owner must execute an Architectural Improvement Agreement, which shall be recorded against the Unit to reflect the obligations of Owner(s) (as well as any and all subsequent Owner(s) of the subject Unit) relative to: construction, installation, repair and maintenance of the Solar Installation; assumption of liability; indemnification of the Association including but not limited to, the following:
1. The construction, installation, removal, maintenance, and replacement of the Solar Installation shall be the sole responsibility of the Owner(s) and not the Association. Maintenance shall include, but not be
limited to, bi-annual roof cleaning of those sections where the Solar Panels are installed, removal of tree material from and around the Solar Installation, prevention of rodent nesting and/or any other maintenance, repairs and cleaning. Aforementioned bi-annual roof cleaning shall be conducted by a licensed roofer.

2. The Association is not responsible for damage to the Solar Installation caused by a foreign object including, but not limited to, golf balls, tree limbs, wind, weather and/or any cause whatsoever.

3. Owner shall indemnify and hold the Association harmless from all claims, demands or liability arising out of or encountered in connection with the Solar Installation including, but not limited to claims, demands or liability for injuries occurring during construction/installation, as well as after completion.

4. Owner shall further indemnify and hold the Association and any other Owner(s) harmless from any and all liability related to any and all damage to existing improvements including, but not limited to, the roof system impacted by the Solar Installation and any related water damage.

5. To the extent the Association has to maintain, repair and/or replace any portion of the Existing Roof where the Solar Installation is located and/or in close proximity thereto, Owner shall be responsible to remove and reinstall the Solar Installation to facilitate such maintenance/repair/replacement to the Existing Roof, all at the Owner's sole cost and expense. Similarly, if the Solar Installation causes the Association to incur any additional expenses relating to roof maintenance/repair/replacement, then such costs shall be reimbursed to the Association within thirty (30) days of the presentation of the invoice for same and, if not paid, the Association will charge such costs to the Owner's Association account. In the event such fees are not paid, Owner(s) hereby agree(s) that such delinquent fees may be collected in the same manner and method as regular monthly assessments are collected, pursuant to the Association's current collection policy.

6. In the event of a complete removal of an existing Solar Installation, the Association shall obtain a roof inspection, at the Owner's sole cost and expense. If the previous Solar Installation results in the Association incurring any additional expenses relating to roof maintenance/repair/replacement, then such costs shall be reimbursed to the Association within thirty (30) days of the presentation of the invoice for same and, if not paid, the Association will charge such costs to the Owner's Association account. In the event such fees are not paid, Owner(s) hereby agree(s) such delinquent fees may be collected in the same manner and method as regular monthly assessments are collected, pursuant to the Association's current collection policy.

H. General Specifications for Solar Installations:

1. Placement: All Solar Installations must be installed from 0° to 15° to the Existing Roof. Solar Installations may not extend beyond the vertical plane of the walls of the subject Unit. Solar Panels must follow the contour of the Existing Roof and the ridgelines to preserve the architectural symmetry of the Existing Roof. Allowance for blocking out existing utility roof vents shall be considered when designing the Solar Installation to insure they are following State statutes and/or local building ordinances.

2. Industry Specifications: Solar Installations must be installed in conformance with the manufacturers' specifications and with all applicable electrical and building codes and standards. Additionally, Solar Installations must meet or exceed the specifications of Southern California Edison and the North American Board of Certified Energy Practitioners.

3. PV Roof Mounting:
   a. Mounting System: Contractor shall install the Quick Mount PV® mounts (or equivalent) for all roof mounted hardware. The mounts shall be installed in accordance with the manufacturer's specifications and meet or exceed the specifications and recommendations of the National Roofing Contractors Association and applicable building codes in conjunction with solar energy and waterproofing.
   b. Racking System: Contractor shall install Professional Solar Products Roof TracTM mounting system (or equal) for the racking for all PV panels and shall be mounted at a height to facilitate placement
c. **Existing Underlayment:** The existing underlayment is to remain in place. Any loose underlayment shall be mechanically fastened to the substrate with one inch (1") galvanized round cap nails prior to the installation of the new underlayment.

I. **PV Wiring Mounting:** All wiring under the PV panels shall be secured to the racking and/or wire tied, only metal wire ties and clips are permitted for use.

II. **Color of Solar Installations:** Subject to the foregoing requirements, all plumbing, conduits, piping, controls and/or other components of Solar Installations shall blend in with the color of the surface upon which it/they are attached. Solar Panels must be black or a color approved by the Committee and frames must be either black or bronze. Color samples shall be submitted with the Solar Request to the Committee for approval.

III. **Bank of Batteries:** Due to the risk of fire and/or explosion, storage of electricity from Solar Installations within Owner’s Unit and/or Exclusive Use Common Area in a large single or a bank of batteries is prohibited.

IV. **Inverter Installation:** The use of micro-inverters is required for all Solar installations

V. **Roof Mounted Hardware:**
   a) All Solar Installation roof mounted hardware shall be waterproofed in compliance with the National Roofing Contractors Association specifications and recommendations.
   b) All roof-mounted hardware shall receive primary and secondary flashings.
   c) The primary flashings shall be set into plastic cement and
   d) mechanically fastened with two inches (2") galvanized nails. An additional piece of 40# felt or equal shall be used to counter flash over the primary flashing.
   e) All secondary flashings shall be painted to match the existing roof tiles as closely as available.

VI. **Plumbing Ventilation Codes:**
   a) Plumbing vent pipes and stacks shall extend through its flashing and shall be terminated a minimum of six inches (6") above the Existing Roof (in accordance with the 2010 California Plumbing Code 906.1).
   b) Plumbing vents in the proposed Solar Installation area are not to be covered by the Solar Installation. The Solar Installation shall be open at vent pipe locations or the vent pipe(s) must be relocated to obtain adequate ventilation.

VII. **Demolition and Clean Up:** Solar Installation Contractor shall keep the job site clean throughout the course of the project and remove all project-related debris from the roof and the Community.

**All solar panels must be removed at the Owner’s expense every five (5) years at the time of Community roof repairs.**
ARTICLE VI — SATELLITE DISHES

The term “satellite dish” as used within these Guidelines shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, or other transmitting structure.

A. No satellite dish of any nature is acceptable on the exterior of the Units or lots anywhere within the Community, unless the satellite dish has a diameter or diagonal measurement of 39.6 inches or less.

B. The installation of the satellite dish must be in the most discreet location possible and must use a non-penetrating roof mount.

C. Approval must be obtained from the Association through the same procedure as any Category II architectural modification.

D. Locations where satellite dishes may be installed are restricted to specified locations on the roof portion of Owner's Unit, as determined by the Association, as detailed on the Sunshine Villas Homeowners Association website. The satellite dish must be mounted upon the roof area directly over the Owner's Unit. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

E. Installation of the cable through the roof must be facilitated in accordance with standard building practices and must run through the Unit’s duct work and not run on the outside/exterior of the Unit. Owner or Owner's contractor shall ensure the installation is water-tight and the Association's Common Area roof has not lost integrity. Installation shall be accomplished by a qualified person who is knowledgeable about the proper installation of satellite dishes and antennas and shall be made in accordance with applicable building, fire, electrical and related codes. A building permit shall be obtained, if required by the local jurisdiction.

F. Installation of the satellite dish shall not be deemed complete until its installation has been inspected and approved by Association, so warranties remain intact, water intrusion, and/or other elements are prevented, and structural integrity is verified. Owner/Applicant may be required to pay an administrative fee for the cost of the inspection of the installation of the satellite dish.

G. Owner/Applicant shall be responsible for the maintenance, repair and replacement of any satellite dish installation and shall be required to repaint, if for any reason the exterior surface of the antenna becomes worn or deteriorated.

H. Upon sale or transfer of ownership of a homeowner's unit, the homeowner shall remove the satellite dish and repair any or all changes to the fascia resulting from the installation. If the new homeowner wishes to retain the satellite dish, an Architectural Request must be submitted.

Note: New satellite technology has been introduced to the marketplace, and the traditional satellite dish is being phased out. Therefore, the Architecture Committee suggests homeowners seeking satellite service deploy the newer technology, which requires no outside dish and can be implemented without any further action or approval.
Appendix 1 — Sample of Insurance Certificate and Endorsement Page

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Certificate holder is also named as additional insured for all operations pursuant to attached CO2010 11/85 endorsement.
Coverage is Primary and Non-Contributory.
```
INSURED:

Re: [Insurance Company Name, Policy #, Policy Dates]

This endorsement changes the policy. Please read it carefully.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work for that insured by or for you.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

Sunshine Villas Homeowners Association

IT IS FURTHER AGREED THAT SUCH INSURANCE AS IS AFFORDED BY THIS POLICY FOR THE BENEFIT OF THE ABOVE ADDITIONAL INSURED(S) SHALL BE PRIMARY INSURANCE AS RESPECTS ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF THE NAMED INSURED’S OPERATIONS, AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED(S) SHALL BE EXCESS AND NON-CONTRIBUTORY WITH THE INSURANCE PROVIDED HEREUNDER.
Appendix 2 — Construction Rules

A. **Documents Prior to Construction if Contractor Being Used.** Prior to commencement of construction, Contractor must supply to the Association Office the following documentation:
   1. Copy of contractor’s license
   2. Certificate of General Liability Insurance, naming Association as an additional insured
   3. If applicable, copy of Certificate of Workers Compensation Insurance

B. If commencement of construction should be attempted prior to receipt of written approval by the appropriate Association Committee, it is understood and agreed the Association shall have the right to refuse entry of such Contractor and/or subcontractors into the Community unless/until such written approval has been received.

C. **Vehicles and Parking.**
   1. If more than three (3) vehicles related to the construction are to be parked, Contractor must contact Association’s Management Office for instructions on proper parking or use of alternate parking.
   2. Management reserves the right to restrict parking in any area.

D. **Hours.** Work shall only take place during the construction hours set forth in the City of Palm Springs Ordinance 8.04.220 as follows (except for an emergency repair with notification to management as soon as possible):
   - Monday - Friday: 7:00 a.m. to 7:00 p.m.
   - Saturday: 8:00 a.m. to 5:00 p.m.
   - Sunday/Holidays: None
   - Gov't Code Holidays: None
   The term Holidays shall mean and include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

E. **Trash.** Dumpsters must be placed as to not block Owner parking spaces. It is recommended that any dumpster over a five (5) yard holding capacity be braced with timbers (minimum 2” x 8” boards) under the rollers/feet to prevent damage to streets. Owner shall be responsible for any damage to walks or streets created by his/her dumpster.

F. **Storage.** Construction materials may not be stored on Common Area or patios.

G. **Job Site Condition.** Any area of the job site which may be seen from an adjacent Unit or the Common Area must be cleaned up before the end of each work day.

H. **Irrigation.** Irrigation clocks and/or controllers may not be moved or relocated under any circumstances except by the Association’s landscaper. No Common Area irrigation or electrical systems will be allowed to be enclosed or covered by any improvement.

I. **Compliance by Owner and Contractor.** Owner and Contractor shall comply with all conditions imposed by the Committees, the Contractor Compliance Agreement, the Guidelines and the Association’s Rules and Regulations.

J. **Association Exemption.** The construction rules enumerated herein shall apply to all Owners and their Contractors related to architectural improvements, but shall not apply to repairs, replacement, maintenance and/or any capital improvements facilitated by the Association.