

LOS COCOS HOME OWNER'S ASSOCIATION

RESTATED RULES AND REGULATIONS

SEPTEMBER 2022*

*** Adopted: September 27, 2022**

IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, MILITARY OR VETERAN STATUS, GENETIC 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.

Los Cocos Home Owner's Association Restated Rules and Regulations

Los Cocos Home Owner's Association ("HOA" or "Association") was established to serve the Owners at Los Cocos in Rancho Mirage, California. As in any community, common rules of courtesy must be observed in order that the common good of all residents is served. These Rules are intended to be changed or adjusted, as necessary, from time to time. If an Owner has suggestions for any adjustments, the matter should be brought to the attention of the Board. This may be done either by attending a regular meeting of the Board, or by sending your suggestions in writing or email to the Association's Property Management company.

The common areas are for the exclusive use and enjoyment of Owners, their guests, and tenants. "Common Area" is defined as: the entire community, except individual Residences/Lots. Each Owner is required to provide a copy of these Rules, and any other applicable Governing Documents to all authorized occupants and to all vendors, contractors, subcontractors, etc. It shall be the responsibility of every Owner to ensure that these persons have read and understand these Rules.

The Board is authorized to impose penalties or fines and to take any appropriate action required to ensure that all Rules are properly observed. All costs and attorney fees incurred in enforcing these Rules or any Governing Document may be charged against the individual Owner with due process. It is the intention of the Board that each Owner makes every effort to provide a residence that complies with the aesthetics of the community. This includes conforming with the existing CC&Rs, Bylaws, Restated Rules and Regulations ("Rules"), Architectural Guidelines and Landscape Guidelines, all as adopted and amended from time to time by the Board of Directors (collectively, "Governing Documents").

A - GENERAL RULES

1. It is the responsibility of each Owner to assure that all residents, family members, guests, tenants, and contractors are aware of and follow these Rules. Each Owner is financially responsible for all damage to Common Areas and Facilities, including the Clubhouse and equipment, and all recreation areas. Costs for any damage, including costs for any enforcement procedures or attorney fees and costs shall be charged to the Owner.
2. Owners are responsible to assure the orderly and civil conduct of their residents, family members, guests, tenants, and contractors while at Los Cocos. Verbal abuse, profanity, or other uncivil, offensive, or threatening conduct, physical abuse, or threat of abuse by an Owner, their family members, guests, tenants, contractors, employees, or vendors, against any other Owner, resident, family member, guest, tenant, contractor, Board Member or committee member, or any vendor of the HOA, is not permitted. If you have any comments or criticisms concerning any of these individuals, you may communicate them directly to the Association's Property Management company in writing or by email.
3. Skateboards, roller blades, roller skates, bicycles, scooters, etc. are not allowed in the pool areas, tennis/pickleball courts or other common grounds, with the exception of the paved streets. Bicyclists are to adhere to California Vehicle Code Sections, which state that bicycles are subject to the same operational guidelines as motorized vehicles.
4. Items placed in the front courtyard/entry areas, including, but not limited to; sports equipment, pool toys, towels, trash, recycling, or organic waste containers, must be stored out of the common area view (from the street) when not in use. Towels may not be placed on courtyard walls to dry.

5. A single flag bracket may be installed on a residence. Flags must be mounted on the owner's home and may not be placed in the common area. The size of a flag is mandated by California law.
6. Recreational facilities, including but not limited to, pools and spas, clubhouse, and tennis/pickleball courts, are for the exclusive use of the Owners, their residents, guests or tenants living in the Owner's residence and may use the facilities unaccompanied by the Owner. Guests who are not staying with the Owner must be accompanied by the Owner while using the facilities. All persons using the recreational facilities for sports and exercise activities (especially persons with medical issues) are advised to obtain independent medical advice regarding the status of their health and specific recommendations for exercise before using the facilities.
7. All persons using the recreational facilities, whether supervised or unsupervised, do so entirely at their own risk. Any person using the recreational facilities agrees not to assert or make any claims against the Association, any director, officer, employee, agent, other Owner, representative or contractor of the Association.
8. Public estate, garage, and yard sales may be allowed with the written permission of the Los Cocos Board of Directors and must follow Rancho Mirage City regulations and codes. Please make your request well in advance of scheduling of a sale.
9. Rancho Mirage Municipal Code permits construction Monday thru Saturday, from 7:00 a.m. to 7:00 p.m. Construction is not permitted on Sunday or Holidays, except for emergency repairs.
10. The Association's independent contractors are given direction by the Board of Directors and/or its Property Manager, and are not to be directed by Owners, residents or their tenants, guests and/or invitees. Except for authorized Board members, members shall not seek bids/proposals from vendors and/or contractors or represent themselves as agents acting on behalf of the Association without specific written authorization from the Association's Board of Directors or its Property Manager. Any comments regarding their performance or demeanor should be directed to the Property Manager in writing.
11. Drones: Except for the following uses, drones (for purposes of this section, "drones" are any unmanned aerial vehicles - UAV - and shall include any radio-controlled or remote-controlled plane, helicopter or any other similar UAV) are not permitted within the community:
 - a. any purpose identified by the Association as part of the operation of Association duties;
 - b. obtaining video /photographs of Residences/Lots listed for lease or sale, via use by a qualified professional.
12. Holiday decorations are permitted; however:
 - a. The design and quantity of decorations should be in good taste. All seasonal/holiday decorations, such as house lights, window displays, window decorating, tree lights, lawn decorations, gate decorations, etc., shall not be permanent.
 - b. Personal decorations may not infringe into Common Area and should be confined to the Residence/Lot.
 - c. All decorations for December holidays may be displayed no earlier than Thanksgiving and must be removed no later than January 7th. All other holiday lighting and decorations may be displayed the 1st of the month of the specific holiday and removed within 7 days after the official holiday. Holiday decorations should not cause light glare or other safety hazards related to vehicular or pedestrian traffic.
 - d. Winter holiday displays that contain decorative signs such as "Happy Holidays", "Seasons Greetings", "Merry Christmas", "Happy Hanukkah" or similar signs may not: a) impact

public/safety concerns or b) interfere with the quiet enjoyment of the Residences/Lots within the surrounding area.

13. The Association will not be responsible for the loss of property belonging to Owners, residents, tenants and/or guests including, but not limited to, clothing, golf carts, automobiles, etc. or for any loss sustained by them on Association property.

14. All Owners must keep their Residences/Lots free of trash and other unsightly materials.

15. Clotheslines and Drying Racks. Towels or other items must not be hung on walls, fences or gates. A clothesline or drying rack (but not both) shall only be permitted in an enclosed rear yard and may only be displayed during daylight hours for the number of hour(s) necessary to dry the items at issue.

- a. For purposes of this section, "clothesline" includes a cord, rope, or wire (no taller than one foot (1') below the height of the wall of the enclosed rear yard surrounding the Residence/Lot at issue) from which laundered items may be hung to dry or air. A wall, railing, awning, gate or other part of a structure or building shall not qualify as a clothesline.
- b. For purposes of this section, "drying rack" means an apparatus less than three feet (3') in height from which laundered items may be hung to dry or air. A wall, railing, awning, gate or other part of a structure or building shall not qualify as a drying rack.
- c. May not be placed in an obtrusive location such that it can be seen from an adjacent Residence/Lot or the Association's common area.

16. Rubbish, Trash & Recyclables

- a. Each Residence/Lot at all times shall be kept in clean condition. No weeds, trash, litter, junk, boxes, containers, bottles, cans, trimming, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon any Residence/Lot so as to be visible from any neighboring Residence/Lot or street, except at the time of trash pickup or as necessary during a period of construction.
- b. Driveways must be kept clean and free of oil and rust stains.
- c. No odor may be permitted to emanate from any area so as to render the Residence/Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Residence/Lot in the vicinity thereof or to its occupants.
- d. All rubbish, trash, garbage or other waste materials shall be contained in sanitary containers (no plastic bags), concealed /screened from view from the Common Area except when set out for trash pickup.
- e. Trash and recycle containers must have lids firmly in place and only containers provided by Burrtec. Other types of pickup must be scheduled by contacting Burrtec or Owner may arrange to have the items removed by a private contractor. Trash, recycling, and organic waste containers must not be placed on the driveway/street more than 12 hours before a scheduled pickup and must be placed out of view within 12 hours after pickup. Containers should not be placed too closely to parked cars.
- f. Trash containers are intended for ordinary daily refuse and are not to be used for the disposal of furniture, chemicals, paint, motor oil, pesticides, hazardous waste, remodeling or any other construction trash or house hold goods.
- g. Trash and rubbish from any form of construction must be removed off site to the appropriate collection center (by Owner or by Owner's construction company/Contractor).

Newspapers must be picked up on a daily basis. If Owner is out of town then arrangements should be made to either stop delivery or to have someone pick up them up every day.

B - CONDUCT RULES

1. Owners and residents are entitled to the quiet enjoyment of their residences, the common areas, and the recreational facilities. Owners are responsible for the conduct of their residents, family members, guests, tenants, all service personnel, vendors, contractors, and any other invitees.
2. No improper or offensive conduct, obscenities, verbal or physical threats by Owners, residents, family members, guests, tenants, or contractors will be tolerated. Actions by any person of any nature, particularly in the common area, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. These include loud noise, intoxication, quarreling, harassment, threats, picketing, fighting, offensive or abusive language or rowdy or mischievous behavior. Offensive conduct includes, but is not limited to, noisy play or parties, loud radios, loud television, loud stereos, barking dogs, excessive motor vehicle or power tool sounds.
3. All Owners, residents, family members, guests, tenants, and contractors must conduct themselves with due consideration for each other and for any other Owners, members of the Board, the vendors and employees of vendors servicing the HOA. The Board has the authority to discipline any person for any conduct which in its opinion tends to endanger the welfare, interest, or character of the Association and/or its vendors/contractors.
4. The employees of the HOA's property management company, vendors servicing the HOA, and the employees of the HOA are to be treated in a courteous and considerate manner at all times. No staff member shall be reprimanded, threatened, or harassed in any way by an Owner, residents, family members, guests, tenants, or contractors. All complaints regarding service rendered by any employees must be made in writing or e-mail to the Board.
5. Offensive conduct is that which offends community standards or behavior and is unacceptable to reasonable persons. It is behavior that is unpleasant, disruptive, intrusive, or otherwise infringes on the rights and sensibilities of others. Whether conduct is offensive is solely within the discretion of the Board or the Association's Property Manager.
6. Should persons causing or participating in inappropriate behavior refuse to cease their activities and leave the premises promptly when so directed, including meetings of the Board or committee meetings, the person in charge at the time may seek the assistance of the local law enforcement agency to maintain order.
7. No person shall tamper with, damage or destroy the Association's Common Area property or any property for which the Association or a utility company is obligated to maintain or oversee. The Owner of each Lot shall be liable to the Association for all damage to the common area or to any improvements thereon or thereto, caused by Owner, Owner's residents, family members, tenants, guests or invitees. After due process, the Board may levy a Reimbursement Assessment against an Owner and/or Lot to reimburse the Association for costs incurred in repairing any damage to the common area for which the Owner was found responsible. Said Reimbursement Assessment shall be collected in the same manner as regular and special assessments and may be liened and foreclosed.
8. The Board considers a violation of any of the conduct rules above to be a serious violation which will subject the violating Owner to immediate disciplinary action, which shall include but not be limited to, possible imposition of a monetary penalty, suspension of common area privileges, and/or immediate removal from the meeting or premises.

C - ARCHITECTURAL

The following modifications shall not be initiated without prior written approval by the Board of Directors: **Exterior** building additions, change or modification to any residence; construction, alteration, removal, relocation, demolition, repainting, decoration, re-decoration, or reconstruction of any alteration to the **exterior** of the building, including, but not limited to: windows, window coverings, courtyard gates, doors, fences, solar panel installation,

skylights, light tubes, satellite dish, garage doors, electrical panels and air conditioning units. The Los Cocos Architectural Modification and Solar Approval Forms are available on the Los Cocos Homeowners website at: www.loscocoshoa.com, in the Los Cocos Clubhouse, and at the Association's Property Management company's office.

D - LANDSCAPE

1. Landscaping in common areas may not be changed or modified without prior Board of Directors written approval. Request for changes must be submitted on a Los Cocos Landscape Modification Form, submitted to the Association's Property Management company, recommended by the Landscape Committee, and signed by the Board of Directors, prior to commencing work. The Los Cocos Landscape Modification Approval Form is available on the Los Cocos Homeowners website at: www.loscocoshoa.com, in the Los Cocos Clubhouse, and at the Association's Property Management company's office.

2. Any irrigation modifications must be contracted thru the onsite HOA Landscape. All landscape modifications completed by the owner on common areas (front, side, or rear of home), become the property of the HOA and will be maintained by the HOA.

E - PETS/ANIMALS

1. All pets must be on a leash (not over 10 feet in length) whenever they leave the Owner's Resident/Lot and accompanied by a person competent to keep the pet under effective control (E-collars or hands-free leashes are not permitted for walking pets on the common area). Owners must pick up the pet's droppings and dispose of them immediately. Dog feces is not to be placed in pool/spa trash containers or common area drains/sewers. Pet enclosures may not be erected in the areas in front or behind, or on the side of a residence.

2. Pets must not create a nuisance, including but not limited to, odors, incessant barking, howling, whining, or chasing after any individual or other pet. The Board may, at its sole discretion, determine a pet to be a nuisance to the other Owners and/or their pets, and have that pet restricted and or removed from Los Cocos. Owners are limited to the number of pets in accordance with Rancho Mirage City laws.

3. The Board reserves the right, upon notice to the Owner and a hearing on such a matter, to have any animal removed that exhibits a pattern of aggression or presents or threatens to present a danger to residents or their pets, or which presents a nuisance.

4. No animals, except the usual household pets, may be kept or maintained on any Residence/Lot at any time.

5. No Owner, resident or Tenant may raise or keep animals for commercial purposes.

6. At no time will pets be permitted in or around the Clubhouse, pools and spas, tennis or pickleball courts or any other common area or recreational facility, unless it is a qualified service animal.

7. No dog or pet of any kind shall be tied up in the common area and/or left unattended and tied up at any outdoor location.

8. The Association does not trap wildlife (i.e. racoon or other animals) except when a potential for damage to Association property exists. Owners should contact Animal Control to report issues they experience with racoons, skunks, etc.

F - PARKING AND VEHICLE RESTRICTIONS

1. The speed limit is **15 MILES PER HOUR** inside the gated area of Los Cocos Home Owner's Association
2. Owners are to keep their garage doors closed, unless actively working in or unloading a vehicle. A closed garage door helps prevent pest and rodent intrusion and burglary.
3. PARKING OF OVERSIZED VEHICLES, CAMPERS, BOATS, TRAILERS, OR MOTORHOMES on the streets, in driveways, or visitor parking, is permitted for a 24-hour period for loading and unloading purposes ONLY. An exception may be granted by the Board of Directors. Disabled or inoperable vehicles must be removed immediately or stored inside the garage or will be subject to a fine or towing at the owner's expense. All vehicles must be clean, operable, and currently registered.
4. All vehicles belonging to homeowners, their residents and tenants must be parked in garages and/or driveways. **OVERNIGHT PARKING ON THE STREET IS NOT ALLOWED. For purposes of this rule and per the CC&Rs, Overnight Parking shall mean 12:00 a.m. to 6:00 a.m.** A guest/visitor vehicle may not remain in any visitor parking area for longer than 7 days without prior written approval of the Association. Mopeds, motorcycles, or loud vehicles may not be operated on premises, except to enter and exit Residences/Lots.
5. Owners and their residents and tenants shall only park within the development as many cars as they have space for on their Residence/Lot (garages and driveways). Except as authorized by the Association, Owners/residents/tenants shall not park in guest parking at any time. Any additional cars must be parked outside the development.
6. Camping and/or overnight living in any recreational vehicle, commercial vehicle, conventional passenger vehicle, truck, boat, trailer, van, or garage is strictly prohibited.
7. No conventional passenger vehicle, recreational vehicle or equipment or commercial vehicle or any other motorized vehicle may be dismantled, rebuilt, repaired, abandoned, disabled, serviced or repainted within the community. The foregoing restrictions shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.
8. There shall be no loud noises or noxious odors from motor vehicles (including motorcycles, off-road vehicles, conventional passenger vehicle or commercial vehicles), which may unreasonably interfere with the quiet enjoyment of the community.

G – SIGNS, POSTERS, FLAGS AND BANNERS

1. For Sale, Lease and Open House
 - a. Signs indicating a residence is available for sale or lease, or an open house, or signs evidencing security services are allowed within the development. Per the CC&Rs, sale, lease, or open house signs must not be larger than 18" x 24", indicating the residence is FOR SALE, FOR LEASE, or OPEN HOUSE and a phone number to call for information. Open house signs and arrows must be removed at the end of the open house each day.
 - b. A "Sold" strip may be applied to a "For Sale" sign for a period not to exceed 20 days. Approved signs are to be of a customary and reasonable size.
 - c. Except as specifically permitted by the Association, no flags, banners, or balloons will be allowed to advertise a Residence/Lot for sale or lease.

- d. "Open House" signs are only permitted when a qualified Real Estate person(s) or owner is on the premises to conduct an Open House. Open House signs and arrows must be removed at the end of the Open House each day.

2. Security Signs

- a. Two security/alarm signs may be posted on the Residence/Lot, within two feet (2') of the home, announcing the presence of a security system.
- b. Signs must be from a security company and made of a durable metal material or plastic, with all painting by silkscreen or other professional sign-painting technique.
- c. Hand-lettered, painted or homemade signs are not permitted.
- d. Signs shall not be affixed to gates, doors and/or the structure of the Residence/Lot.
- e. In addition to the two (2) signs, window stickers and/or decals measuring no larger than ten (10) square inches are permitted.
- f. Maintenance of the signs, stickers and decals is the responsibility of Owner. Signs in poor repair, not securely placed in the ground and/or installed in unapproved locations will be removed by the Association.

3. Banners, Posters or Flags . The following regulations pertain to the display or posting of non-commercial signs, banners, flags and posters (hereinafter, collectively "Displays") other than "For Sale", "For Lease", "Open House" and "Security" signs identified above:

- a. No commercial Displays of any kind are permitted.
- b. Signs or posters cannot exceed nine (9) square feet and flags or banners cannot exceed fifteen (15) square feet.
- c. Displays cannot be made up of roofing, siding, paving materials, flora, balloons, or any other similar building, landscaping or decorative component or include the painting of any architectural surface. Except for winter holidays Displays, Displays cannot be made of lights.
- d. Displays are only permitted on an Owner's Residence/Lot. Displays are not permitted on or in any common area.
- e. Displays are not permitted on or in any Common Area, automobile, truck, golf cart, or any other vehicle.
- f. Displays which violate any local, state or federal law and/or adversely affect public safety, including traffic safety, are not permitted.
- g. All Displays must be maintained in good condition and any faded or torn Displays must be removed immediately.
- h. Campaign signs may only be displayed on an Owner's Residence/Lot consistent with any City of Rancho Mirage ordinance.
- i. Displays which do not conform with the foregoing regulations will be removed by the Association without notice.

H - CLUBHOUSE: Hours 7 a.m. to 10 p.m.

1. The Los Cocos Clubhouse is for the exclusive use of owners and the Association's general social and business activities. No smoking is allowed in the clubhouse or restrooms. (See A-# 7) Children under the age of 14 years must be attended to and supervised by an adult at all times while in the Clubhouse. Any non-commercial, informal activity (card games, meetings, exercise classes) held at the Clubhouse must be sponsored and attended by the hosting Owner during the full time of the event. Any HOA event, Board meeting or committee meeting takes precedence over other activities.

2. An Owner may reserve the Clubhouse, upon written request, for a private party, meeting, or other event to be attended by guests of the Owner. Reservations for the Clubhouse are made by contacting the HOA Board of

Directors' Secretary and requesting use of the clubhouse. There is no reservation fee for use of the clubhouse by Los Cocos Homeowners. Any refreshments or supplies must be provided by the Owner or guests at their expense, and the areas used must be cleaned-up on departure from the Clubhouse. There will be a \$150 charge for cleaning if the Clubhouse is not left in pre-use condition; cleaning to include emptying the trash and returning the furniture to the original placement. The HOA will place all clubhouse events on the Los Cocos master calendar. Please do not leave personal property in the clubhouse. Personal food and/or beverages are not to be left in the refrigerator. Please turn off the lights and lock the doors when leaving the clubhouse.

3. Homeowners shall not donate or leave furniture or misc. items in the Clubhouse without prior approval of the Los Cocos Board of Directors.

4. Liability insurance may be required for non-HOA sponsored events and will be determined when a request is received.

I - POOLS AND JACUZZIS: HOURS: 7 a.m. to 10 p.m.

1. The pools and spas are for Owners and guests. (See #A-7). All posted pool rules must be followed. THE USE OF THE POOLS OR SPAS IS AT YOUR OWN RISK. No lifeguard is in attendance at any pool. Children under the age of 14 years must be attended to and supervised by an adult at all times while in or around the pools or Jacuzzis. Appropriate swimwear is required. Persons under the influence of alcohol or drugs are not permitted to use the pools or spas. Bicycles, tricycles, skateboards, scooters, rollerblades, or roller skates are not allowed in the pool area. Pool safety equipment is for emergency use only. Towels or clothing of any kind shall not be hung on the pool fences. Pets are not allowed inside the enclosed pool area.

2. Glass or other potentially dangerous objects are not allowed in the pool or pool area. Plastic bottles, plastic cups or other non-breakable containers are permitted. Food inside the pool areas is permitted only with the permission of the HOA Board of Directors.

3. Selected pools and spas may be heated from October 1 to June 1. The Board shall set the heating cycle and any rotation for the pools and spas. The schedule will be announced annually.

4. The temperature of all pools and spas is set by the Board. Please do not change the thermostat. Report any obvious deviation or equipment malfunction to the Association's Property Management company.

5. Incontinent persons of any age (infants or any other age) are not allowed to use the swimming pools or spas at any time unless wearing appropriate waterproof pants. Non-compliance could result in the pool or spa being closed for cleaning or draining because of a potential health hazard; such costs for cleaning/draining or any other costs incurred by the Association may be levied upon the Owner for non-compliance. Per California law, persons with an active case of diarrhea or a case of diarrhea in the last fourteen (14) days may not use the pools or spas. No person shall use the common area pool and/or spa that has an infectious condition that could be transmitted to other persons through water which has been chlorinated at Riverside County Standards of one part per million.

6. Diving, cannonballs, running, rough games, loud or profane language, or otherwise inappropriate behavior that disturbs others in or around the pool or spa is not allowed. Excessive noise from radios, phones, music, computers, games, conversations, or other activities which may be disturbing to residents is strictly prohibited. Headsets or headphones are encouraged.

7. Pool furniture may not be reserved or removed from the pool area. Persons leaving the pool area must remove personal articles from the pool area so others may use the amenities. All furniture must be returned to their original location after use. Anyone using oil or suntan lotion must lie on a towel or other protective covering on the furniture.

8. Personal size water flotation, beach balls or inflatable devices are permitted; oversize flotation devices are not permitted.

9. Women who are pregnant, or persons with high or low blood pressure, diabetes or taking medications, should not use the spa unless authorized to do so by their physician. Please do not turn off the spa jet timer control when finished; they are automatic and will go off on their own.

J - TENNIS & PICKLEBALL COURTS: HOURS: 7 a.m. to 10 p.m.

1. Courts are for the use of Owners, residents, tenants and invited guests (See #A-7). All posted court rules must be followed. THE USE OF THE COURTS IS AT YOUR OWN RISK. Children under the age of 14 years must be attended to and supervised by an adult at all times while in or around the tennis and pickleball courts. Only guests of the homeowner, while homeowner is present, are allowed to use the courts. Guests of a homeowner shall not invite other guests to play on the courts. Players not following proper court etiquette and conduct will be asked to leave the courts. Open play is limited to one hour when there are others waiting to use the courts. Please close the court gates and turn off the lights upon leaving if the courts are not in use by another member.

2. No personal equipment shall be stored on the courts at any time unless authorized by the Board of Directors.

3. Appropriate tennis/pickleball clothes and shoes must be worn on the courts – no black soled shoes.

4. No smoking, glass containers or food are allowed on the tennis/pickleball courts. Non-breakable containers are allowed.

5. The courts are ONLY for tennis and pickleball play. Skateboards, bicycles, scooters, roller skates or rollerblades, or similar recreational equipment, are not allowed on the courts. The courts are NOT to be used as a ball field or playground.

K - MAILBOXES

1. Mailboxes are for US Mail. The mailboxes are maintained by the HOA. The regulation Armadillo lock is required to be provided by the owner. The Armadillo lock is available for purchase through the Los Cocos homeowner's website.

2. Flyers, signage, or notices shall not be attached to any mailbox. Any items placed on the mailbox shall be immediately removed.

L – COMMERCIAL SOLICITATION AND HOMEOWNER DIRECTORY

1. Residents are not permitted to use any of their rights, or privileges as a member of Los Cocos Community in order to solicit, advertise, or gain any business for their own commercial/business benefit or that of another person ("Commercial Purposes"). This includes but is not limited to the use of association gatherings, door to door solicitation, flyers, mailings, or email broadcast for Commercial Purposes.

2. A Directory of Owners is prepared and updated each year. Owners opt in to being listed in the Directory. The Directory is for the exclusive use of Owners to communicate with each other, and all Owners agree not to use it for any Commercial Purposes. Those who have agreed to be listed in the Directory have agreed to receive communications from other Owners and HOA issues or provide HOA information.

M – HOME OCCUPATION

1. An Owner or Owner's tenant may operate a business within the Residence/Lot (hereinafter "home occupation"), provided that the home occupation is specifically limited to the use of the Residence /Lot through the means of telephone, internet and reasonable mail as described below and for no other purpose. Any activity conducted in compliance with Owner's home occupation shall not be visible from the exterior of the Residence/Lot, through any modification to the Residence /Lot, or through the operation of any business activity. All home occupations shall comply with the Rules and Regulations adopted by the Board of Directors, but shall include at a minimum the following:

- a. All employees shall be members of the resident family and shall reside within the Residence;
- b. There shall be no direct sales of products or merchandise;
- c. There shall be no displays, inordinate amount of delivery of mail or merchandise;
- d. There shall be no advertising (including in any telephone book or website) which identifies the home occupation by street address;
- e. Pedestrian and vehicular traffic will be limited to that normally associated with residential districts;
- f. The home occupation shall not involve the use of commercial vehicles for the delivery of materials to or from the premises beyond those commercial vehicles normally associated with residential uses;
- g. There shall be no outdoor storage of materials or equipment, nor shall merchandise be visible from outside the Residence/Lot;
- h. The home occupation shall be confined within the Residence/Lot; the garage shall not be used for home occupation;
- i. The home occupation shall not be visible from the street or any other Residence/Lot;
- j. No use shall create or cause noise, dust, vibration, odor, smoke, glare, or electrical interference or other hazards or nuisances;
- k. Activities conducted and equipment or material used shall not change the fire safety or occupancy classifications of the premises;
- l. If the home occupation is to be conducted on rental property, the Owner's written authorization for the proposed use shall be obtained from the Property Manager prior to the approval of the home occupation; and
- m. A home occupation approval may be revoked or modified upon thirty (30) days' written notice by the Association if a majority of the Board of Directors, at its discretion, determine any one of the following findings can be made:
 - i. That the use has become detrimental to the quiet enjoyment of any Owner within the community and/or constitutes a nuisance;
 - ii. That the use has become detrimental to the Association and/or any Owner based on any health or safety concern;
 - iii. That the approval was obtained by the applicant by a misstatement of facts;
 - iv. That the home occupation is generating pedestrian or vehicular traffic and/or parking concerns;
 - v. That the applicant is advertising the home occupation by identification of the street address either in a telephone book, website or any other form;
 - vi. That the use is in violation of any statute, ordinance, law or regulation.
- n. In order to secure the integrity and purpose of this policy, home occupations shall be reviewed and monitored on an annual basis or sooner if the Board of Directors deems it necessary.

N – RENTAL OR RESIDENCES/LOTS

1. In accordance with the Association's CC&Rs, no Residence/Lot may be rented/leased for a period of less than thirty (30) consecutive days (hereafter "Minimum Rental Period"). In addition thereto, no Residence/Lot may be advertised for a period of less than thirty (30) consecutive days. For purposes of this rule, advertising shall include, but not be limited to, offerings in any magazine, newspaper, internet, website (such as VRBO, Airbnb, FlipKey, etc.), real estate sites (such as the Multiple Listing Service, Trulia, etc.), email, flyer, radio ad and/or any other form of offering. In accordance with Civil Code Section 4740, nothing contained in the Association's governing documents shall be construed to "prohibit the rental or leasing" of any Residence/Lot but, rather, merely requires such rental or leasing comply with the Minimum Rental Period defined herein and in the CC&Rs.

2. Any advertising of the Residence/Lot must emphasize (when possible in bold lettering and in a minimum 10 pt. font) that any rental of the Residence/Lot must be for no less than thirty (30) consecutive days. Any advertising of the Residence/Lot may not list daily or weekly rental amounts or statements such as "inquire about shorter stays", etc.

3. Short-term rental permits filed with the city of Rancho Mirage and/or payment of transient occupancy tax (TOT) for a short-term vacation rental shall be prima facie evidence of a violation of the Minimum Rental Period.

4. All lease/rental agreements for any Residence/Lot shall contain a provision binding the tenant(s) to the terms and conditions contained in the Association's Governing Documents, including without limitation these Rules, and any amendments thereto, and shall provide that failure to comply with the requirements of the Governing Documents shall constitute a default under the lease which may be cured by eviction of the tenant either by the Owner or the Association. Any use of the term "month" under any lease/rental agreement shall mean the Minimum Rental Period.

5. Within 14 days of entering the lease, Owners shall be required to:

- a. Notify the Association of the intent to lease the Residence/Lot, including length of the lease, names of the occupants of the rented/leased Residence/Lot, number of occupants, and automobile information including vehicle registration;
- b. Provide each tenant a copy of the Governing Documents;
- c. Notify the Association of the address and telephone number where such Owner can be reached; and
- d. Owners shall provide the Property Manager a copy of the written lease (unredacted other than the rental amount if Owner so chooses to redact said rental amount) signed by all parties.

6. The Residences/Lots are restricted to residential use. Each Owner shall be liable to the Association for any damage to the Common Area or to Association-owned property caused by tenant or tenant's guests. Failure of any tenant or guest to comply with these Rules may subject the Owner and/or tenant to disciplinary action.

7. An administrative fee may be imposed for each lease of a Residence/Lot within the community to defray the administrative costs (only if needed), i.e., processing the tenant information, supplying copies of the Governing Documents, updating Association files for tenant's use of facilities and access to the community, etc.

8. There shall be no subletting of the Residence/Lot.