



**Rules and Regulations**  
**Adopted June 27, 2019**

## TABLE OF CONTENTS

	Page
INTRODUCTION/PURPOSE/DEFINITIONS	1
SECTION I. GENERAL	1
A. Exclusive Authority of the Board	1
B. Property Manager's Authority	2
C. Resident/Invitees Subject to Rules and Regulations	2
D. Damage to Common Area	2
SECTION II. PERSONAL RESPONSIBILITY AND CONDUCT	2
A. Quiet Enjoyment	2
B. Responsibility for Invitees	2
C. Planting in the Common Area	2
D. Items Placed in the Common Area	2
E. Storage of Dangerous Items	3
F. Excessive Noise	3
G. Animals/Pets	3
SECTION III. TRASH AND RECYCLING	3
A. Pick-up Day	3
B. Placement of Trash and Recycle Containers	3
C. Emergency Trash Pick-up	3
SECTION IV. SIGNS	4
A. Maximum Size	4
B. Commercial Signage	4
C. Additional Signage	4
D. Removal of Signs	4
SECTION V. HOLIDAY DECORATIONS	4
A. Dates Allowed for Holiday Decorations	4
SECTION VI. POOLS/SPA	5
A. General	5
SECTION VII. VEHICLES	5
A. Speed Limit and Operators	5
B. Commercial and Recreational Vehicles	6
C. Motorcycles	6
D. Golf Carts	6
E. Parking	6
F. Storage of Vehicles	7
G. Noise	7
SECTION VIII. ARCHITECTURAL AND LANDSCAPING	7
A. Alteration of Lot or Common Area	7
B. Architectural Committee Approval	7

C. Architectural Rules	7
D. Necessity of Building Permits	7
E. Responsibility for Damages	7
F. No Unauthorized Changes	7
G. Failure to Maintain Landscaping or Residential Improvements	7
SECTION IX. LEASING USE RESTRICTIONS	8
A. Leasing Agreements	8
B. Operational Requirements and Standard Conditions	8
SECTION X. ENFORCEMENT	9
A. Due Process	9
B. Enforcement Policy	9
C. Actions That May Be Taken	9
D. Enforcement Process	9
E. Due Process Requirements	10
F. Fine Schedule	10
G. Cost Incurred in Enforcing Rules and Regulations	10

## Introduction/ Purpose/Definitions

The residential property generally known as PGA WEST Fairways has been developed and made subject to the 2016 Amended and Restated Declaration of Restrictions for PGA WEST Fairways which was recorded on May 8, 2017 as Document No. 2017-0182428 in the Official Records of Riverside County, California, or any restatements thereof, and any amendments and recorded Supplemental Declarations thereto whenever recorded (collectively the “Declaration”). All of the terms used in this document shall mean as such terms are defined in the Declaration unless otherwise defined in this document or unless the context clearly means otherwise.

These PGA WEST Fairways Association Rules and Regulations are adopted by the Board of Directors of the PGA WEST Fairways Association (“**Association**”) to serve the interests of all homeowners and to establish a framework of common courtesy for the common good and quiet enjoyment of all residents of the Association community.

Additionally, the PGA WEST Master Association has adopted **Combined Community Rules and Regulations** (“Combined Rules”) that apply to all residential associations within the PGA WEST community, including the Association. If there is a conflict between the Combined Rules and Regulations and these PGA WEST Fairways Association Rules and Regulations, the more restrictive Rules will control.

The following definitions are intended to provide clarity to certain terms used throughout this document:

- (i) Invitee. An “**Invitee**” includes, without limitation, a trade or service person, contractor, their employees and agents, a family member, tenant, guest, invitee, or occupant invited to a residence by the Member for a period of time less than 30 consecutive days.
- (ii) Member. A “**Member**” is a person or persons who own(s) one or more residential homes and/or lots in the Association community.
- (iii) PGA WEST Fairways Association Rules and Regulations. The “**Rules & Regulations**” or “**Rules and Regs**” contained within this document and adopted by the Association Board of Directors on the date indicated herein.
- (iv) Resident. A “**Resident**” is a person or persons who reside(s) in a home in the Association community for a period of time exceeding 30 consecutive days.
- (v) Common Area. “**Common Area**” means streets, community pools, cart paths, and landscape green belts.
- (vi) Assessment. An “**Assessment**” may be imposed or assessed on a Member by the Board of Directors after a Hearing for Violation of these Rules and Regulations. There are various types of Assessments established by the Declaration and these include Regular, Special, Reimbursement, Monetary Penalty and Special Benefits Assessments. References in these Rules to Assessments will be interpreted to apply to the type of Assessment applicable to the reference.

## SECTION I General

### **A. Exclusive Authority of the Board**

The Association’s Board of Directors (“**Board**” or “**Board of Directors**”) has sole authority to direct the activities of its contractors, their employees and agents, including the Association’s Property Manager and staff. Members/Residents or their Invitees shall not direct the Association’s contractors, or their employees and agents, including the Property Manager and staff, in their regular work efforts. In accordance with Section 6.13 of the Declaration, no one may engage in any type of harassment, illegal, noxious, or offensive activity toward any Owners,

residents, Association representatives, management representatives, Board members and/or vendors working within the community.

**B. Property Manager's Authority**

Activity of employees of the management company and the independent contractors of the Association are directed by the Property Manager at the request of the Board and any comments regarding their performance or demeanor should be directed to the Property Manager or to the Board in writing.

**C. Residents/Invitees Subject to Rules & Regulations**

Invitees who violate these Rules & Regulations, or who are found in areas other than those authorized, may be immediately removed from the Association's property and barred from future access to the Association's property. A Member may be held liable for actions of their Resident/Invitee who violates these Rules and Regulations or causes damage to any residential component or common area improvement.

**D. Damage to Common Area**

Any damage to the common area caused by a Member, or his/her Resident/Invitees or pets is the responsibility of the Member. The Member shall pay for all costs of repairs or replacements as the result of any such damage. After notice and hearing as set forth below, the Board may assess a Member for the costs of repair of damage to the common area, or replacement thereof.

## **SECTION II**

### **Personal Responsibility and Conduct**

**A. Quiet Enjoyment**

To ensure quiet enjoyment of the premises, Members, Residents, and Invitees may not produce any loud noise, vibration, music or similar sounds that emanate from the residence or common area in violation of City of La Quinta ordinances.

1. No Member or Resident/Invitee shall permit any activity that may interfere with the rights, comfort, safety and convenience of other Members or Residents/Invitees.
2. Activities which are considered to breach the right to quiet enjoyment include, but are not limited to, the following:
  - a. Loud pool or party activity
  - b. Bicycle riding on areas other than streets.
  - c. Playing or practicing golf on the common area.
  - d. Use of skateboard and bicycle ramps.
  - e. Use of a baseball, softball or any other type of activity/sport or device, capable of causing damage to automobiles, personal property or common area, within the streets.
  - f. Uncontrolled and excessive barking of dogs.
  - g. Yard and/or garage sales.
  - e. Use of drones for recreational or commercial purposes.

**B. Responsibility for Invitees**

Members and Residents are responsible for their actions and those of their Invitees and pets while on the premises.

**C. Planting in the Common Area**

No changes to landscaping and other improvements in the common area including, without limitation, additions, removal, relocation or alterations, may be made without the express written approval of the Board as outlined in the Architectural Guidelines.

**D. Items Placed in the Common Area**

Furnishings, fixtures, accessories and equipment may not be added to, removed from or moved within the common area. By way of example only, removal of pool furniture from the common area is prohibited.

**E. Storage of Dangerous Items**

No materials that are highly flammable may be stored on the common area or in any exclusive use common area, regardless if the material is in a closed and sealed container. This includes, but is not limited to, paints, chemicals, gas cans, gasoline motors, or other similar containers, even when empty.

**F. Excessive Noise**

Work done either to the interior or exterior of a residence by a Member, Resident, or Invitees that could create excessive noise may only be conducted during the City of La Quinta approved construction hours.

**G. Animals/Pets**

1. No Livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept within the community, except that dogs, cats or other household pets may be kept on the Separate Interests, provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable by the Board. All animals permitted to be kept by this section shall be kept on a leash when on any portion of the Common Area except when confined within a Separate Interest.
2. No person shall own, keep or harbor, nor shall the owner or occupant of any premises keep or permit on or in such premises more than four (4) dogs of four (4) months of age or older.
3. Animals are not permitted within the community pools or community pool areas.
4. Uncontrolled and excessive barking of dogs is not permitted.

**SECTION III**  
**Trash and Recycling**

**A. Pick-up Day**

Until further notice, trash and recycle materials will be picked up on Monday of each week, except for major holiday modifications made by the waste management company. The waste management company has a "Behind the Gates Service" program whereby it will pick up trash behind the side entry gate for a nominal fee. Please contact the waste management company for further information at (760) 340-2113.

**B. Placement of Trash and Recycle Containers**

Containers should be placed at the end of the driveway against the curb in front of the unit. Do not place containers in grass areas or flowerbeds. The Association is on automated trash pickup service, cans to be used within the Association are limited to 35-gallon or 64-gallon size barrels provided by the waste management company. Trash bags may not be placed outside of the barrels and will not be picked up by the waste management company. All refuse must be placed within the barrels. Containers shall not be put out prior to 6:00 P.M. the day before pick-up day. Trash containers must be removed within 12 hours after pick-up. At no time should trash be dumped/placed in any other area other than personal trash receptacles. For large, bulky items a Special Pickup may be scheduled with the waste management company. Fairways management must be informed of any large, bulky items that will be placed in the street for special pickup.

**C. Emergency Trash Pick-up**

The Association, or Property Manager, may cause an "Emergency Trash Pick-up" in the event trash is left out before or after the above mentioned time constraints. If there is an emergency trash pick-up the Member may be called for a Hearing before the Board of Directors and assessed for said emergency trash pick-up (per bag/item fee during normal working hours and an additional fee for after-hours pick-up as determined by vendor). The purpose of this emergency trash pick-up is for health and safety reasons.

## SECTION IV Signs

**A. Maximum Size**

The Association prohibits display of noncommercial signs and posters that are more than 9 square feet in size and noncommercial flags or banners that are more than 15 square feet in size.

**B. Commercial Signage**

The Association also prohibits all commercial signage, with exceptions only for “For Sale or Lease” and “Security System” signs as follows:

1. One single sided sign on each house, or lot, of not more than 18” x 24” advertising such lot, or house, for sale, lease, or exchange by the Member or their agent.
2. The sign is to be dark brown lettering on a light beige background.
3. The only information allowed on the sign, other than “For Sale”, “For Lease”, or “For Exchange” (the “Realty Signs”) is the name of the sales agent and company, and contact information.
4. One “Open House” sign conforming to the same size and color as Realty Signs, and containing only the wording “Open House” may be posted adjacent to a Realty Sign and only when individuals are on the premises to conduct an open house. The “Open House” sign must be removed by sunset.
5. All signs must be professionally made. Hand-lettered signs are not permitted.
6. The Realty Sign shall be displayed as follows:
  - a) A one-sided sign on a single or double metal stake may be placed parallel to the street in a front yard planter bed.
  - b) The sign may stand no more than 3 ½ feet in height.
  - c) No signs may be visible from the golf course.
  - d) Any brochure holder must be attached to or placed next to the Realty Sign.
7. Realty Signs must be removed from the property no later than the close of escrow.
8. Signs, including Realty Signs, are not permitted on, or in, any vehicles, including golf carts.
9. A Security System sign may be placed in the front and/or rear of the home in a planter bed adjacent to the home. No more than two (2) security system signs are permitted per home.
10. Commercial signs depicting an advertisement of a rental agency or vacation rental company are not permitted. Signs indicating a home is for lease must comply with the requirements above.

**C. Additional Signage**

Requests for additional signage, such as name signs, changes to existing house numerals must be approved in writing by the Architectural Committee.

**D. Removal of Signs**

All signs, other than those authorized by these Rules & Regs and/or approved by the Board or Architectural Committee may be removed by Association without prior notification, and will be stored at the expense of the Member and/or their agent. The agent or Member named on the sign will be contacted by the Association and informed that the sign can be retrieved upon payment of removal/storage fees. Minimum removal/storage fees of \$25.00 will be charged for the removal and storage for up to seven (7) days, after which the signs will be disposed of. All charges owed must be paid prior to the signs being released.

## SECTION V Holiday Decorations

**A. Dates Allowed for Holiday Decorations**

Holidays decorations are allowed no earlier than November 20<sup>th</sup> and shall be removed no later than January 15<sup>th</sup>.

**SECTION VI**  
 **Pools/ Spa**

**A. General**

Individuals using the pools are expected to be courteous to other pool users. The following guidelines govern the use of the Association recreational facilities.

1. There is no lifeguard on duty. Individuals using the pool do so at their own risk.
2. Hours: 6:00 A.M. - 10:00 P.M. seven days a week.
3. Children under the age of 14 shall not use the pool or spa without an adult in attendance.
4. Animals are not permitted in the pool or spa area, except service animals.
5. Bathing suits must be worn at all times. No cut-offs will be permitted.
6. Swimmers with hair lower than the nape of their neck must tie hair up or wear a bathing cap.
7. No bobby pins, hairpins, or the like are to be worn in the pool.
8. Oil based suntan oils and lotions should be rinsed off before using the pool. Chairs and lounges are to be covered with a towel for individuals who are using suntan oils and lotions.
9. Individuals with an infectious disease, or who suffer from a cough, cold or sores or wear bandages shall be excluded from all public bathing places (State Swimming Pool Reg. #65541).
10. Lifesaving equipment is not to be used as play items.
11. The following are not allowed in the pool area at any time:
  - a. Glass containers of any kind.
  - b. Skateboard, roller blades and/or bicycles.
  - c. Any objects used in such a manner as to disturb the full use and enjoyment of the pool area by another.
12. Food or drink is not allowed while in the pool or spa.
13. Diving, running, playing ball and boisterous play are prohibited.
14. No loud radios are permitted in the pool area.
15. Pool users shall maintain a conversational voice level and refrain from using obscene language.
16. Cell phone use in the audio mode is prohibited.
17. Poolside furniture is owned and maintained by the Association. It is not to be abused or removed from the pool area. All rafts, mats and pool toys must be removed after use.
18. Unoccupied pool side chairs and lounges may not be reserved by or for anyone not in the pool area.
19. When leaving the pool area, replace the chairs and lounges to their proper location, ready for others to enjoy.
20. Pool and spa gates are not to be propped in the open position.
21. Turn off timer when leaving the Spa.
22. Trash and litter must be disposed of in the containers provided.
23. Smoking in the pool area is prohibited.
24. Clean up of the recreational areas is self-policing and it is the responsibility of users to maintain the areas in a litter-free condition.

**SECTION VII**  
 **Vehicles**

**A. Speed Limit and Operators**

Speed limit within the community is 25 MPH maximum, unless otherwise posted. All operators of any gasoline and/or electric powered vehicle including, without limitation, licensed recreational vehicles, motorcycles, mopeds, and golf carts (“vehicles”), must have a valid driver’s

license accepted in the state of California, shall abide by all California Vehicle Codes, and must have valid, current liability insurance in accordance with California law.

**B. Commercial and Recreational Vehicles**

Commercial Vehicles (vehicles, trucks, trailers, etc. depicting a company or service organization logo, marketing or advertising graphics) are allowed to park on PGA WEST streets ONLY during the period of time when service work is being done (during normal business hours: Mon-Fri 7:00am – 5:30 pm; Saturdays 8:00 am – 5:00 pm, or in limited cases during emergency situations after-hours. There is no commercial vehicle parking allowed on Sundays or holidays.)

1. Commercial Vehicles are not allowed to park overnight in any manner that is visible from a common area and are required to be placed inside the garage.
2. Oversized Vehicles (i.e. large 4x4 trucks, large SUVs, Sprinter and other large vans, limos, etc. that are not able to be parked inside the garage due to height or length size) are to be considered RVs and restricted accordingly.
3. Recreational Vehicles (motor homes, campers, large trucks, trailers, and boats) are not allowed on the common areas. Recreational vehicles (“RVs”) are not allowed except for loading and unloading purposes which shall not exceed sixteen (16) hours in duration. Owners must sign the 16-hour Agreement at the entry gate which will be provided by the gate personnel. RVs which block a neighbor’s driveway or otherwise cause a traffic or safety hazard may be towed.

**C. Motorcycles**

Motorcycles, mopeds and motor bikes are permitted in the common area for ingress and egress purposes. Motorcycles, mopeds and motor bikes are to be parked in the garage at all times when not in use.

**D. Golf Carts**

Golf carts are permitted, but must be parked in the garage when not in use. Covering or storage of golf carts outside of the garage is not permitted. Golf carts must yield right of way to all other vehicles and pedestrians. No reckless driving. No more occupants than the number of seats provided. Golf cart operator must have a valid driver’s license accepted in the state of California and shall abide by all California Vehicle Codes.

**E. Parking**

No parking is permitted adjacent to STOP signs, in safety zones, by fire hydrants, in front of mail boxes or in any manner which impedes mail delivery.

1. Vehicles are required to be parked in the garage to the extent of its capacity when empty, and then in the driveway to its fullest capacity. Only after these parking areas are fully utilized will parking be permitted on the streets. Driveway parking is permitted for no longer than thirty (30) days in driveways.
2. On-street parking, except for temporary parking use (parking for washing of vehicles, loading and unloading of vehicles, or during the furnishing of services to the Association or Owner), or as otherwise authorized in writing by the Board, will not be permitted for longer than 72 hours. Temporary parking of commercial vehicles is authorized during the time required for service and delivery. Temporary overnight parking of commercial vehicles is prohibited without prior written permission of the Association’s Property Manager.
3. All vehicles parked or stored in violation of the rules may be subject to towing or such other action deemed necessary by the Board or its agent. All costs incurred in relation to such action, including attorney fees, will be charged to the Member associated with such vehicle.
4. Association, acting through the Board, reserves the right to issue warnings and fines when appropriate, but the issuance of such warnings shall not be required prior to the removal of any vehicle parked, stored or in violation of these Rules and Regs or the Association’s governing documents.

5. No vehicle may be double-parked. Any unattended vehicle which is double parked may be towed without notice.

**F. Storage of Vehicles**

Work on vehicles will not be permitted in the private streets or common areas, except for emergency work by an outside service company. No storage of any operable or inoperable vehicle, boat, trailer, aircraft, hot air balloons or similar items is permitted in any portion of the common area except wholly within the Member's garage, and only when the garage door is closed; provided, however, that such storage shall at no time be permitted if it is determined by the Board, or its agent, to be a nuisance.

**G. Noise**

No excessive blowing of horns, racing of engines, loud mufflers, loud car or golf cart radios or similar noise is allowed.

**SECTION VIII**  
**Architectural and Landscaping**

**A. Alteration of Lot or Common Area**

No one may modify, alter or change any portion of a residence which in any way affects the residential lot or the common area without the express written consent of the Architectural Committee.

**B. Architectural Committee Approval**

No building or construction of any item, or alteration, change, painting or redesign of an existing structure or the addition of a peripheral structure (all as more fully defined in the Declaration) shall be permitted without the Architectural Committee's prior written approval (see Declaration, Article 9). A special form for requesting approval of proposed changes is available from the Property Manager.

**C. Architectural Rules**

The Board may impose reasonable rules and regulations as a condition precedent to the consent for construction, including but not limited to, a rule requiring the Association be provided with detailed design drawings as part of the application process. The Board may also provide by rule for the payment of costs for experts to advise the Association on architectural applications which involve potential impacts on adjoining properties, such as changes in drainage, footprint or elevation. The Association may also inspect the property, and require the project to be completed within a set time frame.

**D. Necessity of Building Permits**

Nothing in this section will allow a Member to construct a structure without a building permit, if required pursuant to the requirements of the City of La Quinta.

**E. Responsibility for Damages**

The Member will be responsible for any and all damage to the common area caused by the architectural/landscaping activity.

**F. No Unauthorized Changes**

Any unauthorized change to the residential structure(s) or landscaping by the Member is subject to a hearing and possible fine; any expense incurred in the removal of the unauthorized change will be charged to the responsible Member by an Assessment.

**G. Failure to Maintain Landscaping or Residential Improvements**

Any failure to maintain landscaping or residential improvements which are the maintenance responsibility of the Member including, without limitation, tree trimming, irrigation repairs, seasonal over seeding of turf areas, replenishment of gravel, decomposed granite (DG) and/or decorative rock, painting of walls, garages, gates or structures, may result in implementation of the Enforcement process.

**SECTION IX**  
**Leasing Use Restrictions**

**A. Leasing Agreements**

Any Member who rents or leases their home, or any portion, for a period of thirty (30) consecutive calendar days or less will complete a Short Term Rental application provided by the Association, and upon request will provide the Association with a copy of a sample written agreement. The member will also provide the Association with a copy of the Transient Occupancy Registration Permit required by the City of La Quinta under Ordinance 501, regarding Short Term Vacation Rentals.

**B. Operational Requirements and Standard Conditions**

The Member, their agent or local contact person designated by the Member, shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of responding promptly to complaints regarding violations of any of the standard conditions or operational requirements described in these Rules & Regulations.

1. The number of occupants shall not exceed two individuals per bedroom, plus 1 additional person. \*\*
2. The number of vehicles shall not exceed a maximum of 5. \*\*
3. Vehicles are required to be parked in the garage to the extent of its capacity when empty, and then on the driveway to its fullest capacity. Only after these parking areas are fully utilized will parking be permitted on the streets.
4. Occupants and/or guests shall not create unreasonable noise or disturbance at any time during the day or night, pursuant to the Quiet Enjoyment section of these Rules and Regulations, and the Nuisance provision, Section 4.3 of the Declaration. Outside music after 10:00 P.M. or before 1:00 P.M. is strictly prohibited per city ordinance.
5. Trash and refuse shall not be stored within public view, and the owner shall have a contract with the local waste management company to pick up trash behind the gate.
6. The following information must be posted in a conspicuous place within the unit:
  - a. Name of the managing agency, agent, rental manager, local contact person, or Owner of the unit, and a telephone number at which that person may be reached on a 24 hour basis;
  - b. Maximum number of overnight occupants and vehicles;
  - c. Phone number of the PGA WEST Gates and Patrol which is 760-564-5452;
  - d. No outside music is allowed after 10:00 P.M. or before 1:00 P.M. per city ordinance.
  - e. Trash is to be stored in acceptable containers behind the gate for pickup by the local waste management company; and
  - f. Notification that the Member may be cited or fined for creating a disturbance or for violating other provisions of this Section.
  - g. Tenants have no special right or privilege to enter upon or use the Golf Course Property and that trespassing on golf property is in violation of the City Civil Code #602.
7. Any Member who allows the use of residential property in violation of the provisions in this Section will be subject to the Enforcement section contained herein.

\*\*Exceptions to the maximum number of occupants and vehicles for special events must be approved in advance by the Board or the management staff.

**SECTION X**  
**Enforcement**

**A. Due Process**

Prior to the imposition of any fine or suspension of rights, the Member shall be given notice and an opportunity to appear in person or in writing before the Board or appropriate committee.

**B. Enforcement Policy**

The following actions may be taken by the Association to enforce violations of the Governing Documents (Declaration, By-Laws, Rules & Regulations and Architectural Guidelines).

1. Once the Association receives a written complaint as to a violation occurring within the Association development, or a violation is noted in periodic walk-throughs by management, Association staff, or by security, the enforcement process may be started against the offending Member, as set forth below.
2. Nothing in this policy obligates or requires the Board, or any authorized committee, to take enforcement action.
3. Depending upon the severity and frequency of the violation and the violator, the choice of enforcement procedure(s) and/or enforcement remedy used may vary.

**C. Actions That May Be Taken**

- I. Responses and penalties for violations of the Association's Governing Documents may include:
  1. Warning letters (Courtesy notices).
  2. Hearings and fines, upon Due Process Requirements (as set forth in Civil Code § 5855 and Section E, below) being followed, in accordance with the fine schedule set forth in Section F.
  3. Assessments to reimburse the Association for costs of repairing damage to the common area or replacing items which cannot be repaired, or for costs incurred in bringing the Member's residence into compliance with the Governing Documents, including but not limited to, legal fees. Assessments may additionally be imposed to reimburse the Association for all costs incurred in reversing an unauthorized architectural modification or alteration by restoring the property or Improvement to its prior condition. In such instance, such assessment may include costs incurred by the Association for time, materials, labor, management fees and reasonable attorneys' fees. Assessments shall be imposed after compliance with the Due Process Requirements set forth herein.
  4. Suspension of the following: voting rights, telecommunication services, gate transponder privileges, or rights to use the Common Area facilities, upon Due Process Requirements being followed;
  5. Instituting Internal Dispute Resolution (IDR) (Civil Code § 5910, et seq.);
  6. Instituting Alternative Dispute Resolution (ADR) (Civil Code § 5925, et seq.);
  7. A lawsuit.
  8. Other actions or a combination of actions, as permitted by law or the governing documents, including Section 9.11 entitled "Enforcement" of the Declaration.
  9. Summary removal without prior notice of signs in violation of the Rules & Regs, and Assessment of fees for removal, storage, and/or disposal of signs.

**D. Enforcement Process**

Generally, though not necessarily, the Association will adhere to the following procedures:

1. At the first offense, a warning letter and request to correct a violation (if applicable) may be issued.
2. If the violation continues, or is not corrected, a letter and notice of a hearing may be issued, in which the Member will be notified of a possible fine, assessment, and/or suspension of privileges.

3. If the violation continues, or is not corrected thereafter, the Association may initiate one of the following enforcement actions, depending upon the nature of the violation and violator:
  - (i) Legal Counsel: The matter may be sent to the Association's legal counsel. Any costs/attorney's fees incurred will be charged as an individual reimbursement assessment, after the Member has been provided due process.
  - (ii) IDR: Association may invite the Member to participate in Internal Dispute Resolution pursuant to Civil Code § 5910.
  - (iii) ADR: Association may offer to submit the dispute to Alternative Dispute Resolution (ADR) pursuant to Civil Code § 5925. Any costs incurred for the mediator or arbitrator is to be split among the parties.
4. Association has the right to proceed with legal action to compel compliance with the governing documents. The prevailing party in any dispute is entitled to recovery of attorney's fees and costs.
5. These steps may vary, and legal action may be immediately sought in the form of a Temporary Restraining Order or other injunctive relief where appropriate.
6. Summary removal of signs not in compliance with these Rules & Regs is permitted without notice as set forth in Section IV.D.

Payment of an assessment or fine, or completion of a suspension period does not eliminate the Member's obligation to correct the violation. Upon due process requirements being followed, non-payment of any assessment may result in suspension of the following: voting rights, telecommunication services, vehicle entry transponders, or rights to use the Common Area facilities (Section 5.16 of the Declaration).

**E. Due Process Requirements [Civil Code § 5855]**

Due process shall consist of at least a ten (10) day notice that the Board intends to meet and consider imposing discipline on a Member. (Towing and summary removal of improper signage, as described above, are not disciplinary actions, and shall not require prior notice and hearing.) The notice shall contain the alleged violation and intended penalty/enforcement action, date/time/location of the meeting, and a statement that the Member has a right to attend and address the Board. The hearing may be scheduled in executive session concurrent with any regular or special Board meeting or annual meeting. If the Member chooses not to attend and address the Board, alternatively, the Member may submit a response in writing. If the Board imposes discipline on the Member, the Board shall provide written notice to the Member within fifteen (15) days following the hearing decision.

**F. Fine Schedule**

Fines will usually vary from \$50 to \$5,000 per offense. In extreme cases, the fines may be substantially higher.

Due to high volume of disturbances during holidays or high profile events such as Coachella Music & Arts Festival, Stagecoach Festival, Desert Trip, CareerBuilder Challenge, etc., violations may result in fines beginning at a minimum of \$2,500.

In the event a Member repairs, reconstructs, alters or modifies an existing wall or fence subject to Section 4.7 of the Architectural Guidelines by creating an opening to allow access through the fence or wall without obtaining the Architectural Committee's prior written approval, the Board may levy a fine of \$5,000. The Board may continue to levy an automatic fine of \$5,000 for every month that the opening has not been removed and the wall or fence has not been restored to its prior condition.

**G. Cost Incurred in Enforcing Rules & Regulations**

All costs including, but not limited to, court costs, reasonable attorney's fees, and management fees incurred in enforcing these Rules & Regulations shall be borne by the responsible Member. Non-payment of these costs of enforcement may result in an Assessment being levied against the Member and may be collected in the manner set forth in the Association's Declaration of Restrictions.